

# Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	<b>WITHOUT THE INTERVENTION OF AN AGENT</b>	
co-agent		
vendor	<b>Eurobodalla Shire Council 89 Vulcan Street, Moruya, NSW 2537</b>	
vendor's solicitor	<b>Narooma Law 137 Wagonga Street, Narooma NSW 2546 PO Box 768, Narooma NSW 2546</b>	<b>Phone: 02 4476 5300 Email: cheryl@naroomalaw.com.au Fax: 02 4476 5311 Ref: CB:JT:223053</b>
date for completion	<b>See additional provision 50</b>	(clause 15)
land (address, plan details and title reference)	<b>2 Vesper Street, Batemans Bay, New South Wales 2536 Registered Plan: Lot 282, 283, 299 &amp; 304 Plan DP 755902, 755902, 755902 &amp; 257116 Folio Identifier Auto Consol 10631-139 &amp; 13936-591 (being 282/755902, 283/755902, 299/755902, 304/257116)</b>	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: vacant land	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input type="checkbox"/> blinds <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input type="checkbox"/> clothes line <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input type="checkbox"/> other:
exclusions	
purchaser	
purchaser's solicitor	
price deposit	<b>(80%)</b>
balance	<b>(see Special Condition 48)</b>
contract date	<b>(if not stated, the date this contract was made)</b>
buyer's agent	

<b>vendor</b>  	<b>GST AMOUNT (optional)</b> The price includes GST of: \$	<b>witness</b>  
<b>purchaser</b> <input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares		<b>witness</b>

## Choices

Vendor agrees to accept a **deposit-bond** (clause 3)☐ NO ☐ yes**Nominated Electronic Lodgment Network (ELN)** (clause 30)

PEXA

**Electronic transaction** (clause 30)☐ no ☒ YES

(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve *within* 14 days of the contract date):

**Tax information (the parties promise this is correct as far as each party is aware)****Land tax** is adjustable☒ NO ☐ yes**GST:** Taxable supply☐ NO ☒ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

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

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

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.

**GSTRW payment (GST residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW* payment:**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the *GSTRW* rate (residential withholding rate):Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

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

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

## List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input type="checkbox"/> 32 property certificate for strata common property
<input checked="" type="checkbox"/> 2 plan of the land	<input type="checkbox"/> 33 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input type="checkbox"/> 34 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 35 strata development contract or statement
<input type="checkbox"/> 5 document that is to be lodged with a relevant plan	<input type="checkbox"/> 36 strata management statement
<input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	<input type="checkbox"/> 37 strata renewal proposal
<input checked="" type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)	<input type="checkbox"/> 38 strata renewal plan
<input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 39 leasehold strata - lease of lot and common property
<input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 40 property certificate for neighbourhood property
<input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> 41 plan creating neighbourhood property
<input type="checkbox"/> 11 <i>planning agreement</i>	<input type="checkbox"/> 42 neighbourhood development contract
<input type="checkbox"/> 12 section 88G certificate (positive covenant)	<input type="checkbox"/> 43 neighbourhood management statement
<input type="checkbox"/> 13 survey report	<input type="checkbox"/> 44 property certificate for precinct property
<input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i>	<input type="checkbox"/> 45 plan creating precinct property
<input type="checkbox"/> 15 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 46 precinct development contract
<input type="checkbox"/> 16 other document relevant to tenancies	<input type="checkbox"/> 47 precinct management statement
<input type="checkbox"/> 17 licence benefiting the land	<input type="checkbox"/> 48 property certificate for community property
<input type="checkbox"/> 18 old system document	<input type="checkbox"/> 49 plan creating community property
<input type="checkbox"/> 19 Crown purchase statement of account	<input type="checkbox"/> 50 community development contract
<input type="checkbox"/> 20 building management statement	<input type="checkbox"/> 51 community management statement
<input type="checkbox"/> 21 form of requisitions	<input type="checkbox"/> 52 document disclosing a change of by-laws
<input type="checkbox"/> 22 <i>clearance certificate</i>	<input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 23 land tax certificate	<input type="checkbox"/> 54 document disclosing a change in boundaries
<b>Home Building Act 1989</b>	<input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015
<input type="checkbox"/> 24 insurance certificate	<input type="checkbox"/> 56 information certificate under Community Land Management Act 1989
<input type="checkbox"/> 25 brochure or warning	<input type="checkbox"/> 57 disclosure statement - off the plan contract
<input type="checkbox"/> 26 evidence of alternative indemnity cover	<input type="checkbox"/> 58 other document relevant to the off the plan contract
<b>Swimming Pools Act 1992</b>	<b>Other</b>
<input type="checkbox"/> 27 certificate of compliance	<input type="checkbox"/> 59
<input type="checkbox"/> 28 evidence of registration	
<input type="checkbox"/> 29 relevant occupation certificate	
<input type="checkbox"/> 30 certificate of non-compliance	
<input type="checkbox"/> 31 detailed reasons of non-compliance	

**HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number**

## Execution Annexure to Contract for the sale and purchase of land

**PROPERTY:** 2 Vesper Street, Batemans Bay NSW

### **PARTIES:**

**Eurobodalla Shire Council – Vendor**

**- Purchaser**

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### **EXECUTION BY VENDOR**

I certify that I am an eligible witness and that a authorised officer of the vendor signed this dealing in my presence.

Certified correct by the authorised officer named below.

Signature of authorised officer:

Signature of witness

.....

.....

Authorised officer's name: \_  
Authority of officer: s.378 Local Government Act 1993  
Signing on behalf of: The Council of the Shire of  
Eurobodalla

### **EXECUTION BY PURCHASER**

Executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appears(s) below pursuant to the authority specified.

Corporation:

Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

.....

Name of authorised person:

Office held:



## **ADDITIONAL PROVISIONS IN CONTRACT FOR SALE BETWEEN**

**VENDOR:** Eurobodalla Shire Council

**PURCHASER:**

**DATED:**

### **33. Notice to complete**

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In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.

### **34. Death or incapacity**

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Without in any manner limiting or restricting any rights or remedies which would have been available to the parties at law or in equity had this cause not been included, should the Purchaser, prior to completion:

- (i) Die or become mentally ill then the vendor may rescind this contract by notice in writing and there upon this contract shall be at an end and the provisions of clause 19 shall apply;
- (ii) Be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors or have a petition for winding up of the party presented or enter into any scheme or arrangement with its creditors or should any liquidator, receiver or official manager be appointed in respect of the party, then this contract shall be at an end and the provisions of clause 19 shall apply.

### **35. Purchaser acknowledgements**

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The Purchaser acknowledges that they are purchasing the property:

- (a) In its present condition and state of repair;
- (b) Subject to all defects latent and patent;
- (c) Subject to any infestations and dilapidation;
- (d) Subject to any contamination by any hazardous material or substances;
- (e) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property (if any); and
- (f) Without relying on any representations from the vendor as landowner or the vendor's agent, other than those in this contract, and having had an opportunity

to make its own enquiries as they deem fit including with the relevant planning and other authorities.

The purchaser agrees not to seek to terminate, rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

### **36. Vendor's Agent**

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The purchaser warrants that they were not introduced to the vendor or to the property as a purchaser by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of the sale other than the vendor's agent, if any, referred to in this contract, and the purchaser agrees that they will at all times indemnify and keep indemnified the vendor against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchaser's breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion.

### **37. Adjoining land owned by vendor**

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If the adjoining land is owned or managed by the Vendor, the Purchaser cannot force the Vendor to contribute to fencing work and while the Vendor continues to own or manage the adjoining land the Purchaser forgoes any rights under the Dividing Fences Act (1991) NSW and this clause does not merge on completion.

### **38. Company purchaser**

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If the Purchaser is a company, it is an essential provision of this contract that the director(s) of such company jointly and severally guarantee to the vendor the due and punctual performance and observance by the purchaser of its obligations under the contract and indemnify and keep indemnified the vendor against all losses, damages, liabilities, costs and expenses accruing to the vendor resulting or arising from any of the obligations on its part to be performed or observed.

### **39. Foreign Purchaser**

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The purchaser warrants:

- (a) That the purchaser is not a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975; or
- (b) That the purchaser is a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975 and that the treasurer of the Commonwealth of Australia has advised in writing that the treasurer has no objection to the acquisition of the property by the purchaser.

#### **40. Whole Agreement**

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This contract comprises the whole of the agreement between the parties and it is expressly agreed that no other covenants or promises are implied into this contract or arise between the parties pursuant to any collateral or other agreement.

#### **41. Severability**

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In the event of any part of this contract being or becoming void or unenforceable or being illegal then that part shall be severed from this contract to the extent that all parts that shall not be or become void, unenforceable or illegal shall remain in full force and effect and be unaffected by such severance.

#### **42. Amendments to the Printed Form**

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The printed "Land – 2019 edition" clauses of this contract are amended as set out below:

- (a) Clause 7.1.1 – by substituting "5%" for "0.1%";
- (b) Clause 7.2.1 – by substituting "10%" for "1%";
- (c) Clause 9.1 – by removing the words "(to a maximum of 10% of the price)";
- (d) Clause 29 is deleted.

#### **43. Requisitions Objections and claims by purchaser**

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- (a) Any requisition, objection or claim made by the purchaser which:
  - (i) Requires the vendor to incur a cost greater than 0.1% of the purchase price; or
  - (ii) Would delay completion by more than 7 days;in order to satisfy or comply with that requisition, objection or claim, shall at the vendor's election be deemed to be an objection to title and shall entitle the vendor to give written notice that they intend to rescind the contract.
- (b) In the event that the purchaser does not agree to waive or withdraw such requisition, objection or claim referred to in the previous sub-clause within 7 days of having been notified of the vendor's intention to rescind, the vendor shall be entitled to rescind and clause 19 shall apply.

#### **44. Execution and Exchange by Email or Counterpart**

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- (a) This contract may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and such counterparts taken together will constitute one and the same instrument and the parties agree to accept such instrument as the original and binding contract.
- (b) This contract is binding on the parties on the exchange of counterparts. A copy of a counterpart sent by electronic mail transmission must be treated as an original counterpart.

- (c) In accordance with the *Electronic Transactions Act 2000* (NSW) the parties acknowledge that they have consented to electronic communication, including the execution and exchange of the contract by electronic communication, prior to executing this contract.

#### 45. Definitions

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In this Contract the following definitions apply:

- (a) **Consent Authority** has the same meaning given to it by the EPA Act;
- (b) **Development Application** means the development application as defined by the EPA Act and made pursuant to the EPA Act for the Proposed Development;
- (c) **Development Consent** has the same meaning given to it by the EPA Act;
- (d) **Development Outcomes** means development that includes any one or more of the following:
  - (i) Arts and cultural facility
  - (ii) Conference and event space
  - (iii) Tourist accommodation
  - (iv) Residential accommodation
  - (v) Restaurant and cafes
  - (vi) Gateway visitor centre
  - (vii) Integration of existing sports fields into any of the above listed development;
- (e) **EPA Act** means the *Environmental Planning and Assessment Act 1979*;
- (f) **Proposed Development** means the development the purchaser is to carry out on the property that meets the Development Outcomes as required by this contract;
- (g) **Required Stage** means that stage of the Proposed Development when an occupation certificate has been issued by the relevant authority pursuant to the Development Consent;
- (h) **Sunset Date** means the date that is 24 months after the date the Development Consent was granted for the Proposed Development.

#### 46. Completion conditional on Proposed Development

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- (a) As the property is a key strategic location in Batemans Bay, it is a condition of completion of this contract that the purchaser carry out certain development on the land that meets the Development Outcomes as set by the vendor and defined in this contract.
- (b) Completion of this contract is subject to and conditional upon the purchaser obtaining Development Consent to the Proposed Development and carrying out

the Proposed Development on the property to the Required Stage at the purchaser's expense.

#### **47. Development Consent**

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- (a) The purchaser shall proceed with all due dispatch and do all things reasonably necessary to obtain from the Consent Authority, Development Consent pursuant to the EPA Act to a Development Application for the Proposed Development.
- (b) In the event the land is required to be rezoned to permit the Proposed Development, the purchaser must notify the vendor of such requirement within 2 months of the date of this contract, and upon receipt of such notice, the vendor will make application to the Consent Authority as may be required for the land to be rezoned. The vendor must use all reasonable endeavours to make such application expeditiously and to do all things reasonably necessary to achieve the re-zoning of the land. The vendor must give notice to the purchaser within 5 business days of the land being re-zoned.
- (c) It is an essential provision of this contract that the purchaser must within 6 months of the date of this contract or within 6 months of the date notice is given to the purchaser that the land has been rezoned, if required, whichever is the later date, lodge with the Consent Authority the Development Application and will use its best endeavours to secure the Development Consent.
- (d) In the event that the Development Application has not been lodged with the Consent Authority within the time allowed by the preceding subclause (c), then the vendor may at any time thereafter, but prior to the Development Application being lodged, terminate this contract by notice in writing given to the purchaser or the purchaser's solicitor pursuant to Clause 9 of this contract, and for such purposes the parties agree that the purchaser's compliance with this clause is essential.
- (e) The vendor will, within 7 business days of written request, sign all authorities, which may be reasonably necessary to enable the purchaser to lodge the Development Application.
- (f) In the event that the purchaser has not obtained Development Consent within 9 months of the date of this contract or within 9 months of the date notice is given to the purchaser that the land has been rezoned, if required, whichever is the later date, then the vendor may at any time thereafter, but prior to the Development Consent being obtained, terminate this contract by notice in writing given to the purchaser or the purchaser's solicitor pursuant to Clause 9 of this contract, and for such purposes the parties agree that the requirement for the purchaser to obtain Development Consent within the stated timeframe is an essential provision.
- (g) The vendor retains the copyright in the Development Application if the contract is not completed for any reason.

#### 48. Payment of Deposit by Instalments

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- (a) It is an essential provision of this contract that the purchaser pays the Deposit to the *depositholder* by instalments at the times specified below:
  - (i) \$\_\_\_\_\_, being 10% of the price on the making of this contract (first instalment of the Deposit);
  - (ii) \$\_\_\_\_\_, being a further 20% of the price within 2 business days of the date the purchaser is notified that the land has been re-zoned or of the date the Development Application is lodged with the Consent Authority pursuant to Condition 47 herein, whichever is the earlier date (second instalment of the Deposit); and
  - (iii) \$\_\_\_\_\_, being a further 50% of the price within 2 business days of the date the purchaser is notified that Development Consent pursuant to Condition 47 herein has been granted (third and final instalment of the Deposit).

#### 49. Completion of Proposed Development to Required Stage

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- (a) Once Development Consent is obtained, it is an essential provision of this contract that the purchaser shall proceed with all due dispatch and do all things reasonably necessary to cause the Proposed Development to be completed in compliance with the conditions of Development Consent to the Required Stage by the Sunset Date (or the Extended Sunset Date as the case may be).
- (b) In the event that the Proposed Development has not been completed to the Required Stage by the Sunset Date (or the Extended Sunset Date as the case may be), the vendor may at any time thereafter but prior to completion of the Proposed Development to the Required Stage, terminate this contract by the giving of 14 days' notice in writing to the purchaser or the purchaser's solicitor pursuant to Clause 9 herein, whereupon the full deposit payable under this contract shall be forfeited to the vendor, and for such purpose the purchaser hereby irrevocably authorises the *depositholder* to release such deposit to the vendor or as the vendor may direct without the need for any further authority. The purchaser acknowledges and agrees that the full deposit sum is a genuine pre-estimate of the liquidated damages likely to be suffered by the vendor as a result of completion of the Proposed Development not taking place by the Sunset Date (or the Extended Sunset Date as the case may be).

#### 50. Extension to Sunset Date

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- (a) Notwithstanding any other provision herein, the purchaser may, no later than 30 days before the Sunset Date, give written notice to the vendor to extend the Sunset Date for a further period of up to 6 months (***extended Sunset Date***) in circumstances where completion of the Proposed Development to the Required Stage has been delayed by a cause arising from:
  - (i) Inclement weather or conditions resulting from inclement weather; or

- (ii) Any civil commotion, industrial disputes affecting the progress of the Proposed Development or the supply of materials; or
  - (iii) Any other matter beyond the purchaser's control.
- (b) Any such notice for extension must include the reasons for delay with supporting material as may be required by the vendor acting reasonably.

#### **51. Completion of Contract**

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The date for completion of this contract shall be twenty-one (21) days after the date either party serves notice that the purchaser has completed the Proposed Development to the Required Stage.

#### **52. Late completion**

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If the Purchaser shall not complete this Contract by the date nominated for completion (*the date for completion*) due to the Purchaser's default the purchaser shall pay to the Vendor on completion, in addition to the balance of the purchase price, an amount of \$330.00 and an amount of 10% interest per annum on the balance of the purchase price, computed at a daily rate from the date immediately after the date for completion until and including the actual completion date provided always that there shall be an abatement of interest during any time that the Purchaser is ready, willing and able to complete and the Vendor is not. It is agreed that these amounts are a genuine pre-estimate of the Vendor's losses.

#### **53. Development - Vendor to assist**

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The vendor will, in its capacity as the landowner, do everything reasonably required by the purchaser during the contract to enable the purchaser to undertake development of the property pursuant to Additional Provision 46 prior to completion including:

- (a) Within 7 business days of written request by the purchaser, provide consent to the purchaser lodging the Development Application with the Consent Authority;
- (b) Entering into agreements with service providers on behalf of the purchaser, provided the purchaser gives suitable undertakings and indemnifies the vendor against all claims, costs, damages, losses or other liability arising from such agreements; and
- (c) Signing other documents that might reasonably be required to facilitate the purchaser's Proposed Development of the property.

#### **54. Changing time for passing of risk**

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- (a) Notwithstanding the law or any other provision hereof the parties agree that the risk of the property, excluding that part of the property described as "Proposed Easement 10m Wide" shown on the Plan annexed hereto and marked "B", shall pass to the purchaser on the date of this contract.

- (b) On and from that date the purchaser shall not make any requisition, objection or claim for compensation nor have any right of rescission or termination in relation to any loss to the subject property.
- (c) The purchaser shall hold current for the term of this contract a policy of public liability and workers compensation insurance relating to the property noting the vendor as an interested party to the policy and shall produce to the vendor evidence of currency of such policy within 2 business days of a written request by the vendor or the vendor's solicitor which may reasonably be requested from time to time.
- (d) On and from the date of this contract, the purchaser shall be responsible for the maintenance of the property, excluding that part of the property described as "Proposed Easement 10m Wide" shown on the Plan annexed hereto and marked "B", and will keep it in a clean and tidy condition including regular weed control and trimming of any grassed areas and other vegetation.

#### **55. Access for Proposed Development**

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- (a) Subject to the purchaser holding current a policy of insurance pursuant to Additional Provision 54, the vendor grants to the purchaser, its officers, employees, contractors, certifiers, inspectors and agents a right of access to and use of the property for the purpose of obtaining Development Consent and carrying out the Proposed Development to the Required Stage, including but not limited to:
  - (i) Installation of infrastructure for services including sewer mains, water mains, drainage, electricity and NBN.
- (b) The purchaser releases the vendor from all demands, claims, actions, suits, costs and expenses now or later arising in relation to the access and use of the property by the purchaser and/or its officers, employees, contractors, certifiers, inspectors and agents AND indemnifies the vendor against any claims whatsoever and howsoever arising in relation thereto.
- (c) In any event where this contract is rescinded or terminated pursuant to the terms herein, the purchaser's right of access to and use of the property shall be immediately revoked and all building and development works fixed or installed on the property shall become the property of the vendor.
- (d) The parties acknowledge and agree that the *adjustment date* shall be the date the purchaser is granted access pursuant to this Condition.



## **56. Creation of Easements and Restrictions**

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- (a) The purchaser acknowledges that the creation of an easement for services including drainage for sewage which burdens the property, a sketch diagram of which is annexed hereto and marked "A" showing the approximate location of the easement described as "Proposed Easement 4m wide", will be required as a condition of Development Consent by the Consent Authority. The purchaser further acknowledges that the creation and registration of such easement shall be the responsibility of the purchaser and at their expense.
- (b) The vendor discloses and the purchaser acknowledges that the property will be burdened by an easement and/or restriction on the use of the land for the purposes of a roadway and car parking for public access over the existing roadway and carpark on the property, being that part described as "Proposed Easement 10m Wide" in the sketch plan annexed hereto and marked "B". The purchaser further acknowledges that prior to completion the creation and registration of such easement and/or restriction on terms satisfactory to the vendor shall be the responsibility of the purchaser and at their expense.
- (c) The purchaser agrees not to seek to terminate, rescind or make any objection requisition or claim for compensation arising from the matters referred to above.

## **57. Asbestos Management Plan**

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- (a) The vendor discloses and the purchaser acknowledges that the property is the subject of an Asbestos Management Plan dated February 2021 prepared by Robson Environmental Pty Ltd, a copy of which is annexed hereto and marked "C".
- (b) The purchaser will make no objection, requisition or claim for compensation nor have any right of rescission or termination arising from the existence of any contaminants in or on the property, including asbestos.
- (c) The purchaser indemnifies and agrees to indemnify the vendor and keep the vendor indemnified at all times after the date of this contract in respect of any action, claim, proceeding, demand, cost, expense, loss or damage which the vendor may suffer, sustain or incur irrespective of whether the same arises from any third party or by or on behalf of the purchaser by reason of the existence of any contaminants in or on the property including asbestos or any failure to remove or cover any such contaminants or by reason of any breach of default of the purchaser in the performance of its obligations hereunder or at law.

## **58. Guarantee for corporate purchaser**

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In consideration of the vendor contracting with the corporate purchaser

(the guarantors), as is evidenced by the guarantors execution hereof, guarantee the performance by the purchaser of all of the purchaser's obligations under the contract and indemnify the vendor against any cost or loss whatsoever arising as a result of the default by the purchaser in performing its obligations under this contract for whatever reason. The vendor may seek to recover any loss from the guarantor before seeking recovery from the

purchaser and any settlement or compromise with the purchaser will not release the guarantor from the obligation to pay any balance that may be owing to the vendor. This guarantee is binding on the guarantors, their executors, administrators and assigns and the benefit of the guarantee is available to any assignee of the benefit of this contract by the vendor.

<b>SIGNED by</b>	)
the guarantors in the presence of:	)
	_____ Signature
_____ Signature of Witness	
	_____ Signature
_____ Print Name of Witness	

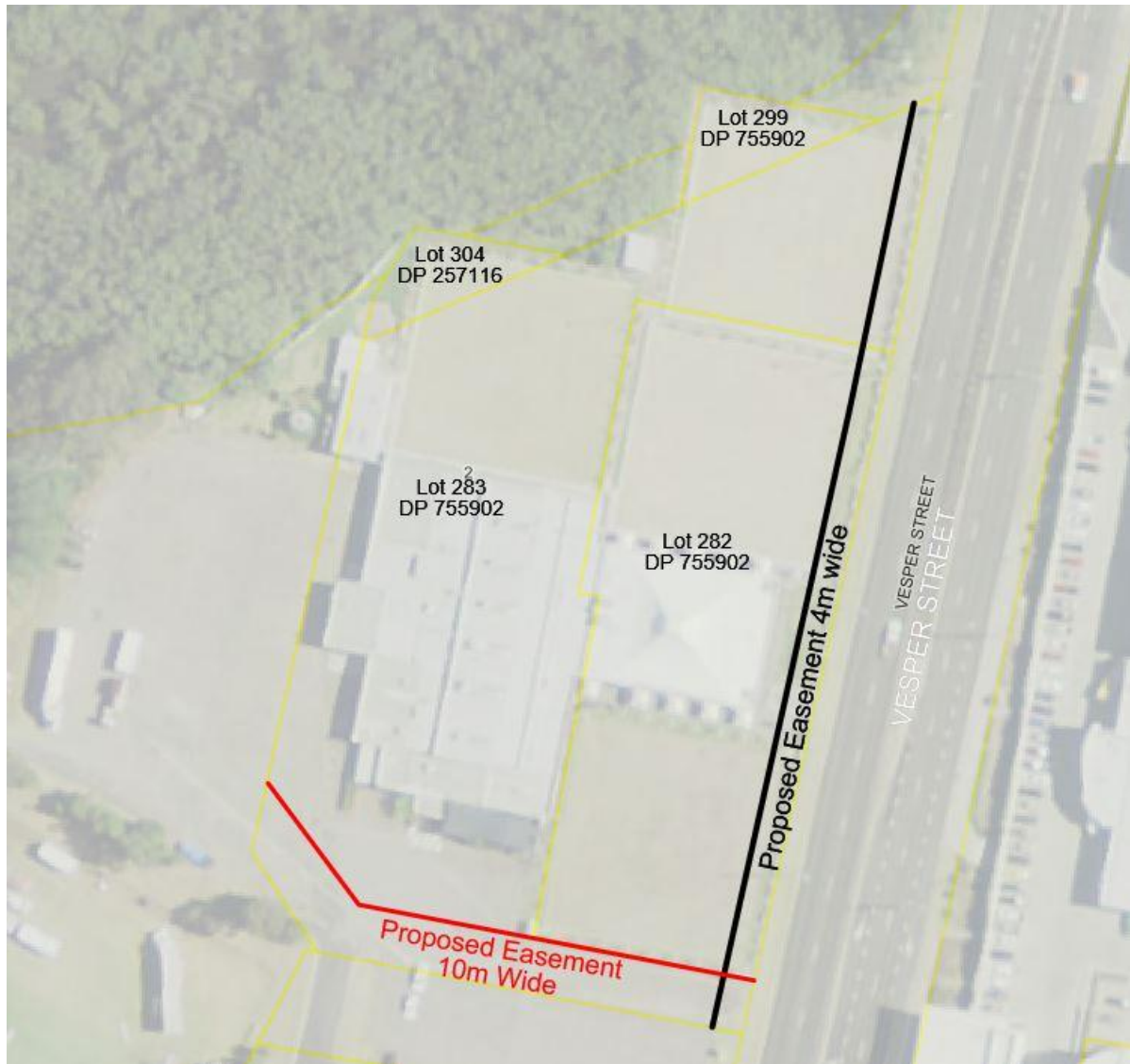
## Annexure "A"

### 2 Vesper Street, Batemans Bay NSW



## Annexure "B"

### 2 Vesper Street, Batemans Bay NSW



# ASBESTOS MANAGEMENT PLAN

Former Batemans Bay Bowling Club  
2 Vesper Street (Lots 282 & 283 DP755902)  
Batemans Bay NSW 2536

**February 2021**



**Client:** Eurobodalla Shire Council (ESC)  
**Document Ref:** 1086002\_EAR\_AMP\_20210210

**Robson Environmental Pty Ltd**  
p: 02 6239 5656 ~ f: 06239 5669  
e: [admin@robsonenviro.com.au](mailto:admin@robsonenviro.com.au)  
PO Box 112 Fyshwick ACT 2609  
[www.robsonenviro.com.au](http://www.robsonenviro.com.au)  
ABN: 55 008 660 900





## CERTIFICATE OF APPROVAL FOR ISSUE OF DOCUMENTS

**Document No:** 1086002\_EAR\_AMP\_20210210



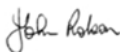
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Batemans Bay Bowling Club  
2 Vesper Street (Lots 282 & 283 DP755902)  
Batemans Bay NSW 2536

**Date of Issue:** 10 February 2021

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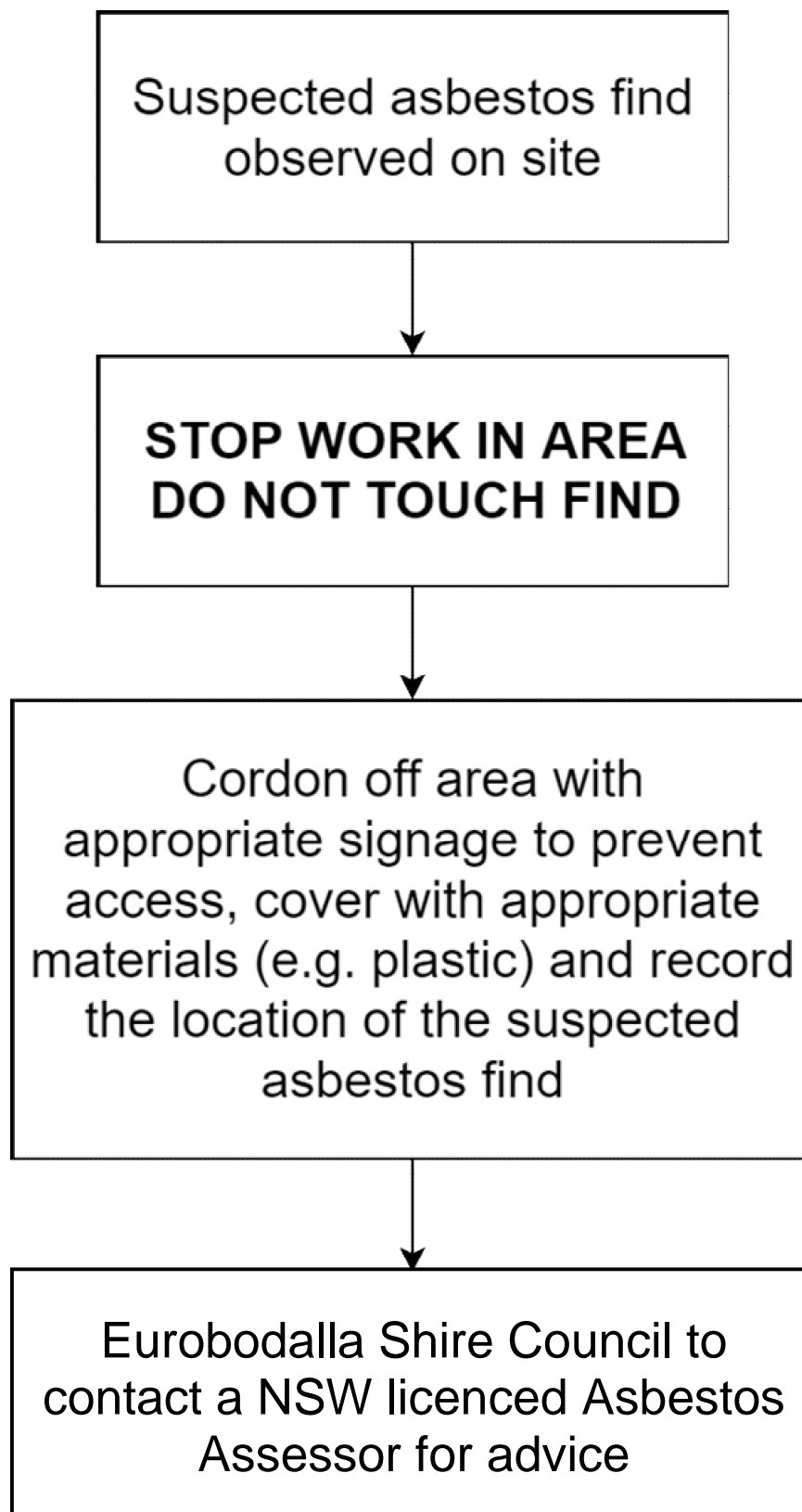
Appendix D: Airborne Fibre Monitoring Results (29/10/2019 to 1/11/2019)



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**UNEXPECTED FINDS PROTOCOL (UFP) FOR ASBESTOS**

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## 1 INTRODUCTION

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Eurobodalla Shire Council (ESC) engaged Robson Environmental Pty Ltd (Robson) to review and update this Asbestos Management Plan (AMP) for the management of unexpected finds of asbestos or known asbestos containing materials (ACM) at the former Batemans Bay Bowling Club located at 2 Vesper Street, Batemans Bay NSW 2536 (Lots 282 & 283 DP755902), herein referred to as the 'site'. As shown in **Figure 1**.

Robson understands that the current AMP for the site is managed by NSW Roads and Maritime Services (RMS) for which it was originally designed. Upon completion of the Batemans Bay bridge project, this document will supersede the former AMP to reflect the change in responsibility of custodianship of the AMP from RMS to ESC.

Based on the NSW Planning Portal, the site is zoned as '*RE2: Private Recreation*' and has an area of approximately 1.7 hectares (ha).

Formally the site was utilised as a lawn bowls club where ACM was utilised as building materials and as part of services infrastructure. During demolition of the former bowls club asbestos impacted soils contamination were identified within the footprint of the former club house. The soil surface of the area has been cleared to be free from ACM, a marker layer of geotextile fabric installed, and a 300 millimetre (mm) capping layer of densely graded base (DGB) placed as a temporary management strategy.

A second area located in the southern end of the site was used to encapsulate soil that was sourced from the bowling club building. The surface of this area was also visually cleared of ACM, a marker layer installed and a 300 mm capping layer of DGB placed as a temporary management strategy.

While the surface soil has been cleared, remediation of the underlying ACM impacted soils has not been undertaken. Therefore, this AMP is required for the ongoing maintenance of the capping layer and to manage any future asbestos finds within the site. The location of the site to which this AMP applies is shown in **Figure 2**.

### 1.1 Summary of Intent of AMP

This AMP has been prepared to identify and facilitate the management of possible unexpected finds of ACM and ACM impacted soils on the site. The area to which this AMP applies is shown in **Figure 2**.

All staff and subcontractors of ESC who will be undertaking intrusive soil works and/or non-intrusive soil works on the site must be inducted by ESC into this AMP.

Intrusive soil works include any digging, excavation, drilling, earthworks, service installation and/or maintenance, planting, penetration, scrapping, breaking ground etc., which may intersect the geotextile fabric barrier layer and potentially exposed asbestos impacted soils below. Non-intrusive soil works include any works that may have direct interaction with the DGB surface such as driving, raking, and clearing etc.

Staff and sub-contractors of ESC whose work will not bring them into contact with soil do not need to be considered as part of this AMP. However, ESC staff and sub-contractors should still be covered under their own in-house asbestos management procedures for encountering unexpected finds of asbestos during their everyday works (such as having asbestos awareness training).

Other mechanisms that may complete exposure pathways to ACM impacted soils other than intrusive soil works include via erosion such as during heavy rainfall events and/or under high foot traffic in the identified areas. ESC staff must monitor and manage any erosion in the identified areas.

Provided the protocols for this AMP are implemented by ESC staff and sub-contractors appropriately, it is considered unlikely that the primary site users will encounter ACM in soil on the site.

ESC is responsible for managing the site in accordance with this AMP to ensure that primary site users, are not exposed to potential ACM that is present on the site.

## 1.2 Regulatory Framework

This AMP has been prepared in general accordance with the following NSW Acts, Regulations, Codes of Practice and endorsed guidelines:

- Environment Planning and Assessment Planning Act 1979;
- NSW Contaminated Land Management Act 1997;
- NSW Contaminated Land Management Regulation 2008;
- NSW Work Health and Safety Act 2011;
- NSW Work Health and Safety Regulation 2011;
- State Environmental Planning Policy 55 – Remediation of Land (SEPP 55).
- SafeWork NSW (2016) '*How to Safely Remove Asbestos - Code of Practice*';
- SafeWork NSW (2016) '*How to Control and Manage Asbestos in the Workplace Code of Practice*';
- Western Australia Department of Health (WA DoH, 2009) '*Guidelines for the Assessment, Remediation and Management of Asbestos-Contaminated Sites in Western Australia*' (herein referred to as the WA Guidelines).

## 1.3 Objectives

The objectives of the AMP are to:

- Describe the site land use;
- Outline identified areas subject to this AMP;
- Define the capping procedure and maintenance requirements;
- Define the roles and responsibilities of persons and organisations involved in the implementation of the AMP;
- Identify the proposed management strategies and describe how human health and the environment will be appropriately protected, and how issues are appropriately mitigated;
- Provide procedures for the management and if necessary, removal of asbestos contamination should it be encountered on the site in accordance with the requirements of the SafeWork NSW and NSW EPA.

## 2 SITE INFORMATION

### 2.1 Site Identification

General site details are summarised in **Table A** below.

**Table A:** Site Identification

Site Location	2 Vesper Street, Batemans Bay NSW 2536
Land Custodian	Eurobodalla Shire Council
Land Owner	Eurobodalla Shire Council
Lot and Deposited Plan	Lots 282 & 283 DP755902
Site Area	1.7 hectares (ha)
Site Zoning	RE2: Private Recreation

### 2.2 Site Description

At the time of the site works in November 2019, the site comprised of multiple demountable buildings placed on a DGB hardstand layer. Additional hardstand areas are utilised as car parking facilities and a lay down area. The site is generally flat with a step down in the northern section of site. Access to the site is located in the southern section of the site via an unnamed road off Vesper Street.

### 2.3 Surrounding Land Uses

The site is located within a mixed use commercial/industrial area. Surrounding land uses are outlined below in **Table B**.

**Table B.** Surrounding Land Uses

Direction from Site	Description
North	<b>E2 Environmental Conservation:</b> Immediately to the north of the site is McLeods Creek and associated protected wetland surrounds.
East	<b>SP2 Infrastructure and B4 Mixed Use:</b> Immediately to the east of the site is the arterial road Vesper Street/Princes Highway, followed by a mixed use commercial centre.
South	<b>RE1 Public Recreation:</b> Immediately to the south of the site is a commercial dwelling, Mackay Park and the Batemans Bay Swimming Centre.
West	<b>RE1 Public Recreation and E2 Environmental Conservation:</b> Immediately to the west of the site is Mackay Park, McLeods Creek and associated protected wetland surrounds.

## 2.4 Previous Environmental Assessments

Environment & Natural Resource Solutions (ENRS) conducted an environmental assessment for the site in 2019 (*ENRS (2019) Baseline Environmental Site Assessment – Former Batemans Bay Bowling Club, 2 Vesper St, Batemans Bay, NSW 2536*). The main findings of this report are summarised below:

- The site has an extended history of recreation and commercial land use by the Batemans Bay Bowling Club based on available historical records;
- ENRS conducted borehole drilling and soil sampling on 23/10/2018 and a groundwater monitoring event on 19/11/2018. 13 soil boreholes were drilled, and three (3) groundwater monitoring wells were installed across the accessible and unbuilt areas of the site;
- Drilling generally intersected medium-coarse sand, becoming fine with increasing silt and shell deposits at depth. An oily sheen was noted on the water surface during drilling, near the upgradient boundary. No other records of visual or olfactory indicators of chemical or hydrocarbon contamination were noted. A shallow groundwater table was intersected during drilling between 1.3 metres (m) and 2.5 m below ground level. The maximum investigation depth was 4.1 m, which was considered by ENRS to be adequate to assess ground conditions;
- National Association of Testing Authorities (NATA) laboratory soil results for analysed contaminants of potential concern (CoPC) including Total Recoverable Hydrocarbons (TRH), Benzene, Toluene, Ethylbenzene and Xylenes (BTEX), Polycyclic Aromatic Hydrocarbons (PAH) were reported below the adopted Health Investigation Level (HIL) D – *Commercial and Industrial* landuse criteria and acceptable background levels;
- NATA laboratory groundwater results for CoPC were reported below the adopted HIL D criteria and acceptable background levels. Detections of TRH C16-34 and elevated concentrations of arsenic were reported at the limit for drinking water (10 µg/L) near the downgradient boundary. Zinc concentrations exceeded the groundwater investigation levels (GIL) for fresh (8 µg/L) or marine waters (15 µg/L) at all wells.
- The investigation documented baseline conditions characteristic of a moderately disturbed site with extensive uncontrolled fill and a shallow unconfined aquifer. ENRS concluded that based on the data reviewed, the site was unlikely to pose an unacceptable risk to human health or to the environment and could be considered suitable for the temporary use as an ancillary construction compound;
- Should any change in site conditions or incident occur which causes a potential environmental impact, a suitable environmental professional should be engaged to further assess the site and consider requirements for any additional assessment.

Overall, this environmental assessment did not assess the site as posing an unacceptable risk to human health or the environment for the proposed site use.

Robson subsequently conducted a Preliminary Site Investigation (PSI) and Limited Soil Assessment (LSA) (*Robson (2019) Preliminary Site Investigation and Limited Soil Assessment – 2 Vesper St, Lots 282, 283 and 299 DP 75590 and Lot 304 DP257116, Batemans Bay, NSW 2536 (Ref:1086001)*). The following conclusions were made based on this PSI and LSA:

- The site comprises of demountable buildings utilised as the Batemans Bay Bridge Project site compound by RMS and John Holland in the east and northwest sections of the site. The rest of the site is open space either utilised as car parking or laydown areas;

- Aerial photographs indicate that the site was historically utilised as a bowls club with extensions to the club occurring over a 50-year period;
- The groundwater bore search indicated that no groundwater bores associated with potential contaminated sites were identified within the search area;
- The dangerous goods licence search indicated there was a licence to keep dangerous goods relating to the storage of 380 kg of LPG on the site;
- The contaminated land register search indicated that the site is not recorded on the NSW EPA's contaminated sites register and the ESC has received no advice that the land is subject to any under the NSW Contaminated Land Management Act 1997;
- No evidence indicated the presence of underground storage tanks (USTs), above-ground storage tanks (ASTs), boilers, septic tanks, incinerators or hazardous chemical storage on the site;
- During the demolition of the former clubhouse in February 2019, an unexpected find of asbestos containing material (ACM) fragments in soil was identified underlying the concrete slab and attached to the base of the concrete slab of the former clubhouse.
- Fragments of potential ACM which were observed within the fill soil within the former clubhouse footprint and were removed from site as asbestos waste;
- Concrete fragments removed from the former clubhouse concrete slab that were identified to have ACM fragments attached were removed from site as asbestos waste;
- During the soil assessment works, anthropogenic material including brick, concrete, tile, plastic and glass was observed in the fill material within the former clubhouse footprint;
- All samples collected recorded soil analytical results below the ASC NEPM (2013) HIL/HSL 'A' and EIL/ESL urban residential and public open space SAC, with the following exceptions:
  - Sample TP02(0.0-0.2) detected friable (FA and AF) Chrysotile asbestos with a concentration of 0.004 %w/w which exceeds the SAC of 0.001 %w/w;
  - Sample TP03(0.0-0.2) detected friable (FA and AF) Chrysotile asbestos with a concentration of 0.03 %w/w which exceeds the SAC of 0.001 %w/w;
  - Samples TP05(0.0-0.2) detected friable (FA and AF) Chrysotile asbestos with a concentration of 0.029 %w/w which exceeds the SAC of 0.001 %w/w.
- Following a clearance inspection of the surface of the soil, identified areas of known/potentially asbestos impacted soil within the footprint of the former club house of the Batemans Bay Bowls Club was capped with a geotextile material and 300 mm of DGB to prevent disturbance/direct contact with known/potentially asbestos impacted soil.
- Remediation of the underlying asbestos impacted fill material (AEC 1) has not been undertaken. Therefore, an AMP was produced for John Holland Group outlining the requirements for the ongoing maintenance of the capping layer and to manage any future asbestos finds within the site.

Contamination from AEC 1 (asbestos impacted fill material) is considered to have an impact on the site (from a contamination point of view) with the results from the LSA identifying asbestos as the only COPC. The contamination impacts from AEC 1 are considered to pose a low risk to current occupants as appropriate management of the area has been undertaken. Contamination impacts from AEC 1 to future occupants of the site are considered to pose a moderate risk as friable asbestos in low concentrations has been identified in the fill material.



Analytical results obtained from soil samples collected as part of the ENRS (2019) Baseline ESA was reassessed against the ASC NEPM (2013) HIL/HSL 'A' and EIL/ESL urban residential and open space SAC outlined in **Section 6**. All soil samples analysed recorded analytical results below the SAC.

Based on the ENRS (2019) Baseline ESA and the results of this assessment Robson considers the asbestos in soil contamination identified in AEC 1 to have been successfully delineated and to be the only AEC present on site. Therefore, no further assessment of the site is required, at this stage.

Robson recommended the following:

- Preparation of a Remediation Action Plan (RAP) in accordance with the NSW OEH (2011) *'Guidelines for Consultants Reporting on Contaminated Sites'*, which addresses the asbestos in soil contamination identified within AEC 1;
- Any soil that is scheduled to be removed off site within AEC 1 will be required to be assessed for waste classification purposes in accordance with the [NSW EPA \(2014\) 'Waste Classification Guidelines, Part 1: Classification of Waste'](#) prior to offsite removal to a suitably licensed waste facility;
- If the redevelopment/remediation works were not to proceed, an ongoing Site Management Plan (SMP) addressing the asbestos in soil contamination identified within AEC 1 would be required;
- On completion of the remedial works, the drafting and implementation of an Unexpected Finds Protocol (UFP) which has been prepared by a suitably qualified environmental consultant (SQEC), to manage any suspicious hazardous materials (e.g., ACM) in soil/fill material or potential olfactory or visual signs of potential contamination if they are encountered onsite during redevelopment works. Initial inductions into the UFP must be performed by a SQEC. Subsequent inductions can then be performed by senior site personnel previously inducted by the SQEC. The UFP is to be included in the Construction Environment Management Plan (CEMP) for any future redevelopment of the site.

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### 3 ASBESTOS AND ASSOCIATED RISKS

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#### 3.1 Types of Asbestos

The ACM found to date on the site is classified as non-friable asbestos material. The asbestos is bound within a stable matrix by various binders and resins. Significant fibre release only occurs if the non-friable asbestos material is severely abraded. This may occur if the material was cut or abraded with power tools such as circular saws, drills or sanders. In an unweathered state non-friable ACM cannot be crushed by hand when dry.

The three (3) principal types of asbestos used commercially in Australia include chrysotile, crocidolite and amosite asbestos and are described further below.

##### Chrysotile

Also known as white asbestos, chrysotile is a member of the Serpentine group of minerals, so-named because the fibre is curly and non-brittle. Chrysotile fibres are the most flexible of all asbestos fibres. They can withstand extreme heat, are soft and flexible, and can be spun and woven like cotton. Resistance to alkaline attack makes chrysotile a useful strengthening and reinforcing material in asbestos-cement building products. Like the other forms of asbestos, chrysotile can absorb organic materials such as resins and polymers and can be used to strengthen particulates in building materials such as cement. Chrysotile was used in asbestos cement products such as wall and ceiling sheet in wet areas which include bathrooms, toilets, laundries, etc.; as external walls, eaves and corrugated roof sheet and in drainage and sewage pipes.

##### Amosite

Amosite is also known as brown asbestos and is, like crocidolite, a member of the Amphibole group of minerals. Its harsh, spiky fibres have good tensile strength and resistance to heat. In buildings, amosite was used for anti-condensation and acoustic purposes and on structural steel for fire protection. Between the 1920s and the late 1960s the use of amosite included thermal insulation to hot water and heating pipes, boilers and as insulation to structural beams. As an acronym for the Asbestos Mines of South Africa, Amosite is the second most prevalent type of asbestos found in building materials behind chrysotile asbestos.

##### Crocidolite

Crocidolite is commonly known as blue asbestos and is a member of the Amphibole group of minerals. The needle-like fibres are the strongest of all asbestos fibres and have a high resistance to acids. Crocidolite was used in yarn and rope lagging from the 1880s until the mid 1960s and in preformed thermal insulation from the mid 1920s until 1950. The high bulk volume of crocidolite makes it suitable for use in sprayed insulation. Crocidolite is known to be the most dangerous of all the asbestos types. The fibres of crocidolite are straight and stiff with very fine needle-like structures, which are more likely to reach the smaller airways when inhaled than the longer, softer and curlier chrysotile fibres.

The types of ACM are described in **Table B** overleaf.



**Table B:** Types of ACM

<p><b>Non-friable ACM</b></p>	<p>Non-friable ACM is any material that contains asbestos bound into a stable matrix. It may consist of cement or various resins/binders and cannot be reduced to a dust by hand pressure. Soil containing ACM must be assessed, remediated and/or managed as per NSW EPA endorsed guidelines including WA DoH (2009) 'Guidelines for the Assessment, Remediation and Management of Asbestos-Contaminated Sites in Western Australia' (the WA Guidelines).</p> <p><i>Note: If non-friable ACM is damaged or otherwise deteriorated, the risk assessment must be reviewed to reflect a higher potential for exposure to asbestos fibres. A licenced Asbestos Assessor or an Occupational Hygienist competent in performing asbestos surveys should perform the risk assessment.</i></p>
<p><b>Friable Asbestos</b></p>	<p>Friable ACM can be crumbled or reduced to a dust by hand pressure when dry and can represent a significant exposure hazard. Soil containing friable ACM must be assessed, remediated and / or managed as per the NSW EPA endorsed WA Guidelines.</p>

### 3.2 Human Health Risks – Exposure to Airborne Fibres

Asbestos is a known carcinogen. The inhalation of asbestos fibres is known to cause mesothelioma, lung cancer and asbestosis.

Lung cancer and asbestosis are dose related however a safe threshold exposure level has not been established for mesothelioma. Thus, a trivial exposure to asbestos fibre in susceptible humans may lead to mesothelioma, a cancer for which there is no cure.

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## 4 ASBESTOS OCCURRENCES

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### 4.1 Extent of Asbestos Impacted Soils

During demolition of the Batemans Bay Bowls Club asbestos in soil contamination was identified within the footprint of the former club house. Robson attended the site in late January and early February 2019 and confirmed the presence of ACM within the fill soil underlying the concrete slab and attached to the base of the concrete slab of the former club house.

In addition, Robson undertook a waste classification assessment of two (2) stockpiles (identified as stockpiles SP01 and SP02) located on site in July 2019 (*10860 – Waste Classification of Stockpiles SP01 & SP02 Located at 2 Vesper Street (Lots 232 & 283 DP755902), Batemans Bay, NSW 2536*). The material was sourced from demolition waste and asbestos in soil from the demolition of the old bowling club site. The results of the samples collected from stockpiles SP01 and SP02 returned concentrations of ACM and AF/FA:

- Sample SP01-04 with an AF/FA concentration of 0.004 percent weight per weight (%w/w) in the less than (<) seven (7) millimeter (mm) fibre category;
- Sample SP01-06 with an ACM concentration of 0.58 %w/w in the greater than (>) 7 mm sample category;
- Sample SP01-09 with an ACM concentration of 1.86 %w/w in the >7 mm sample category;
- Sample SP02-05 with an AF/FA concentration of 0.012 %w/w in the <7mm fibre category.

In summary, as four (4) samples detected ACM and AF/FA concentrations and confirmed the presence of asbestos, the material in stockpile SP01 and SP02 was classified as **Asbestos Waste**.

Robson understands that due to the potential large volume of asbestos impacted fill, removal was cost prohibitive and therefore the safe management of the material on site was nominated as the preferred management option.

Clearance Certificates issued by Robson over the course of the works are provided in **Appendix C**.

### 4.2 Current Management of Asbestos Impacted Soils

Identified areas of known/potentially asbestos impacted soil within the footprint of the former club house of the Batemans Bay Bowls Club has been capped with a geotextile material and 300 mm of DGB is to prevent disturbance/direct contact with known/potentially asbestos impacted soil.

Stockpiled material (SP01 & SP02) was encapsulated on site in a purpose-built containment cell in the southeast section of the site. Following placement of the material into the containment cell, the material was capped between 29 October and 1 November 2019 as per the procedure outlined in **Section 4.2.1** below. The airborne fibre monitoring results specific to these works are also provided in **Appendix D**.

#### **4.2.1 Asbestos Impacted Soil Capping Procedure**

This procedure is in general accordance with the WA Guidelines and the NSW EPA Guidelines specific to the management of asbestos impacted soils:

- The soil surface must be visually cleared by a NSW licenced Asbestos Assessor;
- Cover the soil surface with an appropriate marker layer e.g., geotextile material;
- The marker layer must be visually inspected by a NSW licenced Asbestos Assessor to verify that the ACM impacted soil has been appropriately covered;
- Cover the geotextile material with clean road base material to a depth of greater than 300 mm in future low use areas and > 300 mm in future high use areas (as required);
- The clean road base layer must be visually inspected by a NSW licenced Asbestos Assessor to verify that the ACM impacted soil has been appropriately covered to the prescribed depth;
- Regular inspections of the capping layer are to be undertaken by Eurobodalla Shire Council forming the basis for on-going maintenance of the layer.

#### **4.3 Risk of Future Asbestos Occurrences**

As outlined above ACM in soil was found to be present within the footprint of the former club house of the Batemans Bay Bowls Club. All areas have been subsequently cleared of all surface ACM. However, as the ACM was only removed from the surface and near surface soils there is a risk that asbestos may still be present below ground in these locations.

Further, potential ACM impacted soil is likely to be present in the southern section of the site where stockpiles SP01 and SP02, which comprised of ACM impacted soil from the bowling club footprint, were encapsulated on site. Activities which result in disturbance of soils for example intrusive soils works on the site, and erosion such as during heavy rainfall events and under high traffic may result in ACM being uncovered or exposed.

Due to the nature of the site the potential for unexpected ACM finds across the site in pockets of fill material is also possible and should be considered as a potential risk. If any potential ACM is encountered onsite it should be managed under the unexpected finds protocol (UFP) for asbestos implemented for the site.

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## 5 RESPONSIBILITY FOR ASBESTOS MANAGEMENT PLAN

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### 5.1 Applicability of the AMP

The boundary of the site covered by this AMP is shown in **Figures 1 and 2**.

All staff and sub-contractors and visitors to the site who may need to undertake any intrusive soil and/or non-intrusive soil works on the site would be required to become familiar with the information presented in this AMP and sign-in under the plan to acknowledge that they understand the AMP.

The recommended management procedures are presented in **Section 6**.

### 5.2 Responsibilities

#### 5.2.1 Eurobodalla Shire Council

Eurobodalla Shire Council are responsible for managing the site in accordance with this AMP and to ensure that staff, subcontractors and visitors to the site are not exposed to potential ACM that is present on the site.

Eurobodalla Shire Council are the custodians of the land subject to this AMP and as such are responsible for ensuring that all staff, subcontractors and visitors to the site who are required to undertake intrusive and/or non-intrusive soil works on the site for any reason are aware of the AMP and have confirmed that they, or their nominated representatives, have the appropriate and necessary experience to correctly interpret and fulfil the requirements set out under the AMP. Also, that Eurobodalla Shire Council staff are made aware of their obligations under the AMP, as described below:

- Ensure that all staff, subcontractors and visitors to the site required to undertake intrusive and non-intrusive soil works subject to this AMP are inducted into this AMP by a suitably qualified person (e.g. a NSW licenced Asbestos Assessor and/or by a key Eurobodalla Shire Council staff member who was directly inducted into the AMP by a NSW licenced Asbestos Assessor). Refer to **Section 7.1** for further details of the induction requirements;
- Ensure that all staff, subcontractors and visitors to the site that are required to undertake any form of intrusive and/or non-intrusive soil works on the site are aware of and are directed to implement the requirements of this AMP, or as amended, to mitigate risks associated with the potential asbestos hazard that is present. This may be achieved by:
  - Ensuring that relevant affected staff, subcontractors and visitors to the site are aware of the existence of the AMP, are provided a copy of the AMP, and confirm that they have appropriate processes in place for induction into the AMP prior to the commencement of works (Refer to **Section 7.1** for further details of the induction requirements);
  - Ensuring that staff, subcontractors and visitors to the site undertaking any form of intrusive and/or non-intrusive soil works on the site, confirming that they, or their staff, have completed an asbestos awareness course to assist with the identification of material potentially containing asbestos prior to the commencement of works. There is no requirement for the staff, subcontractors and visitors to the site to undertake an asbestos awareness course in NSW, however it is recommended when undertaking works in a known asbestos impacted area;
- Where amendments of this AMP are required, a suitably qualified environmental consultant (SQEC) is to be engaged to amend this AMP. Records of amendments to

the AMP must be maintained by the Eurobodalla Shire Council, an example of which is presented in **Appendix A**;

- Raise staff, subcontractor and visitor awareness of the AMP and when the AMP requirements must be referred to relevant affected staff, sub-contractors and visitors to the site;
- Ensure designated Eurobodalla Shire Council staff collect necessary sub contractor verification information such as: proposed AMP induction personnel records (see **Section 7.1**), certification or evidence of company and sub-contractor employee asbestos management experience and written confirmation of asbestos awareness training by all personnel who may be involved with undertaking any intrusive soil works and/or are likely to come into contact with ACM impacted soils on the site;
- Provide the relevant affected sub-contractor verification information to the SafeWork NSW, when requested;
- Monitoring of compliance with all aspects of the AMP, including the engagement of appropriately qualified consultants, compliance of satisfactory implementation of mitigation measures and the undertaking of appropriate compliance assessment allowing for swift correction of non-conformities;
- Maintaining this AMP to ensure compliance by any staff and sub-contractors performing duties on the site;
- Record actions of compliance under the AMP. This would include maintaining records to demonstrate that the mitigation measures are effective.

### 5.2.2 Staff, Sub Contractors and Visitors

The responsibility of staff sub contractors and visitors to the site in regarding this AMP are as follows:

- Notify Eurobodalla Shire Council in advance of any intrusive and/or non-intrusive soil works that are to occur on the site so that induction and training into AMP can be undertaken;
- Comply with all aspects of this AMP, including induction and training into the requirements of this AMP;
- Visually inspect the work area for ACM prior to the commencement of work;
- Staff, sub-contractors and visitors to the site who will be undertaking intrusive and non-intrusive soil works on the site must also implement the sites UFP;
- Continuously monitor work practices to ensure full compliance with this AMP and all statutory and licensing requirements.

### 5.3 AMP Lifespan and Amendments

This AMP must be maintained by Eurobodalla Shire Council until such time that the AMP is either amended due to significant changes on the site or until remediation work on the site is completed and the AMP is considered no longer necessary by the NSW EPA.

The AMP should be reviewed and amended (if required) at least every five (5) years.

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## 6 MANAGEMENT PROCEDURES

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Eurobodalla Shire Council is responsible for managing the site in accordance with this AMP and to ensure that nobody is potentially exposed to potential ACM that is present on the site.

The management procedures to be implemented as a part of this AMP are based on the location, type of activity to be undertaken and risk of asbestos occurrence. The management procedures are presented in the following sections.

Should ACM be encountered during any works on the site then the UFP for ACM should be implemented, and the details regarding the ACM find should be recorded on the form presented in **Appendix A**.

### 6.1 Intrusive Soil Works Conducted Onsite

All staff/sub-contractors and members of the public (including site visitors) intending to undertake any intrusive soil works onsite must first be inducted into the AMP by the designated Eurobodalla Shire Council staff member/s.

Before any intrusive works are undertaken on the site a visual inspection of the work area must be undertaken. If ACM fragments are observed, then no works are to be undertaken within this area and the find should be managed in accordance with the AMPs unexpected find protocol for asbestos.

### 6.2 Non-Intrusive Soil Works Conducted Onsite

All staff and sub-contractors and members of the public (including site visitors) who need to undertake non-intrusive soil works onsite must be initially inducted by the designated Eurobodalla Shire Council staff member/s into this AMP. Before any non-intrusive works are undertaken within any area of the site a visual inspection of the work area must be undertaken. If ACM fragments are observed, then no works are to be undertaken within this area and the find should be managed in accordance with the AMPs UFP for asbestos.

If any ACM fragments are observed during any non-intrusive soil works then works should stop immediately and the find should be managed in accordance with the AMPs UFP for asbestos.

### 6.3 Unexpected Find Protocol (UFP) for Asbestos

If staff, sub-contractors and/or visitors to the site who have been inducted into the AMP encounter or observe any unexpected finds of potential ACM in soil on the site then they are to immediately stop work and inform the designated Eurobodalla Shire Council staff member who was responsible for the AMP induction immediately. The designated Eurobodalla Shire Council staff member is then to immediately cordon off the area with signage and record the find and engage a NSW licenced Asbestos Assessor to undertake a visual risk assessment and provide advice on removing and/or managing the ACM find in accordance with this AMP.

### 6.4 Unexpected Finds Protocol for Other Contaminants

Based on the known historical land use as a bowls club, the site is unlikely to be significantly contaminated and asbestos is likely to be the only significant contaminant of concern

However, if potentially impacted material (for example stained soil, soil containing building rubble/ demolition debris or odorous soil) is encountered during intrusive soil works and/or on the surface of the site, works should be stopped and the potentially impacted area



secured, and Eurobodalla Shire Council (or their delegated representative) should be notified as soon as practicable. Eurobodalla Shire Council must then engage a SQEC in order to undertake a risk assessment and provide appropriate recommendations for management of the potentially contaminated material.

## 6.5 Environmental Management and Controls

General environmental management and controls applicable to the works where required (e.g., airborne fibre monitoring, soil management and record keeping) are presented in the following sections.

## 6.6 Management of Identified ACM Impacted Soils

If ACM soil is confirmed to be present onsite by the NSW licenced Asbestos Assessor, then the following should be undertaken:

- A NSW licenced Asbestos Removalist must be engaged to ensure that required controls are in place and that staff and sub-contractors conform with the requirements of the AMP and as well any other safety requirements considered necessary by the asbestos removalist;
- The NSW licenced Asbestos Removalist is to undertake all removal works in accordance with an approved Asbestos Removal Control Plan (ARCP) and in accordance with the Safe Work Australia (2016) *'How to Safely Remove Asbestos - Code of Practice'*;
- Prior to removal works commencing, the NSW licenced Asbestos Removalist should notify SafeWork NSW or its successor in accordance with SafeWork NSW requirements;
- As a precaution the site must be demarcated with an exclusion zone around the perimeter of the works. If the duration of works is anticipated to exceed 1 day, then it is recommended that temporary fencing with a lockable gate is used to demarcate the exclusion zone;
- Warning signs are to be affixed to the fence indicating the presence of asbestos and include details presented in **Section 7.5**;
- Only Eurobodalla Shire Council staff and sub-contractors who have been inducted into this AMP, under the supervision of a NSW licenced Asbestos Removalist and are wearing the required personal protective equipment (PPE) are permitted to enter the exclusion zone. The PPE required to enter the exclusion zone as a minimum is as follows:
  - Safety Boots;
  - Long sleeve shirt and pants;
  - Protective gloves;
  - Disposable Tyvek Suit;
  - Respiratory Protection of either a Class P2 or Class P3 mask which conforms to Australian/New Zealand Standard AS/NZS 1716:2003 *'Respiratory Protection Devices'*;
- When leaving the site, PPE that cannot be decontaminated must be taken off at the exclusion zone boundary and disposed of as contaminated waste in a clearly marked asbestos waste bag to prevent any possible contamination leaving the site;

- Water spraying equipment should be available during any excavation/soil disturbance activities to manage dust and minimise the potential for the release of airborne asbestos fibres. This equipment must be operated by a NSW licenced Asbestos Removalist;
- Airborne fibre monitoring must be implemented each day of work by a NSW licenced Asbestos Assessor to assess whether dust suppression methods are suitable. Details regarding airborne fibre monitoring are presented in **Section 6.7**;
- Excavated material that contains ACM must be assessed by a NSW licenced Asbestos Assessor who would then provide recommendations on the management of the impacted material. The NSW licenced Asbestos Assessor may recommend one of the following management options:
  - Disposal of the ACM impacted material as asbestos waste in accordance with the requirements presented in **Section 6.8**;
  - If stockpiling of soil is required, then high density 200 Micron ( $\mu\text{m}$ ) black plastic is to be placed on the ground surface and soil placed on the plastic. Should stockpiles remain on the site at the completion of works for the day, then the soil should be moistened and covered using either a geofabric or high-density black plastic prior to the site being secured;
  - Non-friable ACM impacted material assessed as suitable to remain on the site and managed in-situ for the longer term must be placed at a depth of greater than 0.5 m below the ground surface and covered with a geofabric layer. At least 0.5 m of soil material assessed as suitable for use on the site in accordance with the requirements of **Section 6.9** must be placed on top of the geofabric layer;
- Details of ACM occurrences must be recorded on a register maintained by the Eurobodalla Shire Council. An example register with the minimum requirements for information to be recorded is presented in **Appendix A**;
- Soil to be imported onto the site as backfill must be assessed as suitable for use on the site. Further detail regarding suitability of soil for backfilling purposes is presented in **Section 6.9**;
- Equipment used during the works is to remain in the exclusion zone until such time that a NSW licenced Asbestos Removalist can decontaminate the equipment and a NSW licenced Asbestos Assessor can inspect and clear the equipment as free of ACM;
- At the completion of works, a NSW licenced Asbestos Assessor should be engaged to provide a clearance certificate confirming the absence of visible ACM materials on the surface of the removal area. A copy of any clearance certificate(s) issued by the NSW licenced Asbestos Assessor must be provided to Eurobodalla Shire Council upon completion of the works;
- Should completed work alter the conditions of the site such that an amendment of this AMP is required, then the details of what has changed, why the amendment was necessary, who completed the amendments and dates of approval should be recorded on a Record of Amendment. An example of a Record of Amendment form is presented in **Appendix A**.

## 6.7 Airborne Fibre Monitoring

The presence of ACM fragments within soil may increase the risk of asbestos fibres becoming airborne in dust when disturbed. Therefore, the most effective control for minimising the potential for asbestos fibres to be generated is to minimise the generation of



dust. The following controls are to be implemented to monitor and control the potential for airborne asbestos fibres to be generated:

- During all asbestos removal works onsite airborne fibre monitoring should be undertaken by a NSW licenced Asbestos Assessor in the vicinity of the work area. Four (4) pumps should be placed around the perimeter of the work area and one (1) pump should be placed in the cabin of the excavator (as a minimum). Airborne fibre monitoring will be implemented to assess whether respirable asbestos fibres were produced during any works and whether fibres may be migrating onto the surrounding areas of the site. The filter membranes will be analysed at a National Association of Testing Authorities (NATA) endorsed laboratory in accordance with the National Occupational Health and Safety Commissions (NOHSC) '*Guidance Note on the Membrane Filter Method for Estimating Airborne Asbestos Dust*' (NOHSC: 3003, 2005) for both fibre concentrations (fibres per milliliter of air (f/ml)) and assessed against the relevant control monitoring criteria.
- The soil to be disturbed or removed should be kept moist and may require regular spraying with water to suppress dust;
- Asbestos removal works should not occur on days with high wind due to the increased risk of dust generation and the increased dispersion area of the dust;
- Should airborne fibre monitoring indicate unacceptable concentrations of fibres in the atmosphere (greater than 0.02 Fibres per milliliter (F/ml) of air), then all works must cease, SafeWork NSW must be notified and a risk assessment undertaken by the NSW licenced Asbestos Assessor to assess the source of the airborne fibres.

## 6.8 Removal of Waste/Surplus Soil

All soils required to be removed from the site must be first assessed for ACM. Soil found to contain ACM must be disposed of as asbestos waste to a landfill licenced to accept asbestos contaminated soil as in accordance with the NSW EPA and SafeWork NSW requirements.

The removal must be undertaken by a NSW licenced Asbestos Removalist in accordance with an approved ARCP and in accordance with the Safe Work Australia (2011) '*How to Safely Remove Asbestos - Code of Practice*'. Prior to the removal works commencing, the NSW licenced Asbestos Removalist should notify SafeWork NSW or its successor in accordance with Clause 466(1) of the NSW '*Work Health and Safety Regulation 2017*'. Notification of asbestos removal must be notified to SafeWork NSW at least five (5) days prior to the scheduled works.

Suspected contaminated soil identified as not impacted with asbestos must be assessed in accordance with NSW EPA (2014 or most recent revision) '*Waste Classification Guidelines – Part 1: Classification of waste*'. A waste classification report for the soil would need to be prepared for submission to the proposed end use disposal facility nominated in the report.

No soil is to be removed from the site without receipt of approval from the proposed end use disposal facility. The removal and transport of the asbestos waste must be undertaken by a NSW licenced asbestos removalist.

## 6.9 Importation of Soil

Prior to the importation of soil, the Eurobodalla Shire Council must ensure that the soil is suitable for the current and/or the proposed land use specific to the site. This is generally achieved by the supplier providing either an virgin excavated natural material (VENM) certificate and/or a report stating that the soil is suitable for the proposed land use. In the

case where the Eurobodalla Shire Council is accepting imported material the landowner must complete an *Approved Notice under Section 143 of the Protection of the Environment Operations Act 1997* accepting responsibility for the soil prior to its importation.

## 6.10 Records

Detailed records must be kept regarding implementation of the AMP. The Eurobodalla Shire Council will maintain relevant records which may include, but not necessarily be limited to the following:

- Records regarding correspondence relating to notification of site closure or dates/times of site opening;
- Records regarding AMP inductions including:
  - Who was trained including their signature confirming their attendance at the AMP induction;
  - The name of their employer/organisations;
  - When the person was trained; and
  - The inductors name, signature and employer/organisation.
- Records regarding staff and/or sub-contractors and the public (including site visitors) undertaking intrusive and non-intrusive soil works on the site (for example, names of contractors, personnel and companies, type and date of work, locations and depths, confirmation of asbestos awareness course training);
- Details of any suspicious ACM observed and associated follow-up actions;
- Details of any environmental issues/complaints (irrespective of the form of the communication), including the name and contact details of the person making the complaint, date and time of the complaint, and the associated corrective measures. The complaint register is to be maintained and be available for inspection by the SafeWork NSW;
- Clearance certificates issued by a NSW licenced Asbestos Assessor under this AMP must be recorded and kept by the Eurobodalla Shire Council;
- Records regarding amendments to the AMP.

## 6.11 Site Inspections

It is recommended that a NSW licenced Asbestos Assessor conduct a visual inspection of the surface of the site every **six (6) months** to ensure that asbestos has not been exposed. Should the NSW licenced Asbestos Assessor encounter possible ACM, then a material assessment report would be drafted which would recommend removal by a NSW licenced Asbestos Removalist. The area of the site to be inspected is shown in **Figure 2**.

## 6.12 Environment Protection Agreement

The implementation and maintenance of this AMP may become legally enforceable through Clause 429 of the *NSW Work Health and Safety Regulation 2017* between Eurobodalla Shire Council and SafeWork NSW for the areas of responsibility as defined in **Figure 2**.

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## 7 HEALTH AND SAFETY MANAGEMENT

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The AMP has been prepared to provide guidance for staff, sub contractors and visitors to the site to establish safe work practices to protect against possible adverse exposure to potential asbestos while on site. The AMP is to be available to all staff, sub contractors and members of the public (site visitors) whose works are likely to bring them into contact with soil on the site.

### 7.1 AMP Induction

As custodians of the site applicable to this AMP, the Eurobodalla Shire Council is responsible for ensuring that all staff and sub-contractors undertaking intrusive and non-intrusive soil works that may bring them into contact with soils on the site are inducted into the AMP prior to any works commencing. The Eurobodalla Shire Council may enforce this requirement through contractual terms, consent conditions on works approvals, or other appropriate mechanisms.

Prior to working on site, all staff and sub contractors who may be undertaking intrusive and non-intrusive soil works on the site are required to be inducted into the AMP by a suitably qualified person. For the purposes of this AMP, a suitably qualified person includes a NSW licenced Asbestos Assessor, or designated Eurobodalla Shire Council staff member/s who has been directly inducted into the AMP by a NSW licenced Asbestos Assessor. Staff, sub-contractors and all members of the public (site visitors) who have been inducted must sign-in acknowledging that they understand the AMP. An example AMP Compliance Agreement is attached in **Appendix B**.

Records of all inductions are to be kept and maintained onsite by Eurobodalla Shire Council and should include:

- Who was inducted including their signature confirming their attendance at the AMP induction;
- The name of their employer/organisation (staff and sub-contractors only);
- The date the person was trained;
- The inductors name, signature and employer/organisation;
- At the completion of the project copies of all induction records must be kept by and maintained by the Eurobodalla Shire Council.

In the instance where any additional work on the site arises, or working conditions change, the AMP may be revised during the course of the project as more information becomes available. If a revision is issued, all staff and sub contractors who are undertaking intrusive and non-intrusive soil works on the site would be required to become familiar with the information and sign-in under the new plan to acknowledge that they understand the changes.

### 7.2 Hazards Regarding Asbestos

Eurobodalla Shire Council staff, subcontractors and visitors to the site should consider not only the direct hazards associated with disturbance of asbestos impacted soils but hazards related to the work activity and surrounding environment. The inhalation of asbestos fibres may cause asbestos related diseases such as asbestosis and/or mesothelioma or lung cancer.

### 7.3 Personal Protective Equipment (PPE)

PPE plays a major role in ensuring that all personnel are protected against exposure to asbestos. The minimum PPE required to all personnel/contractors/workers not enclosed within vehicle cabins or undertaking activities within the presence of asbestos is:

- Safety Boots;
- Long sleeve shirt and pants;
- Protective gloves;
- Disposable Tyvek Suit;
- Respiratory Protection of either a Class P2 or Class P3 mask which conforms to Australian/New Zealand Standard AS/NZS 1716:2003 '*Respiratory Protection Devices*';

Personnel operating vehicles in enclosed cabins (that is with windows closed) and air conditioning on recycle are not required to wear tyvek suites or dust masks if they do not intend to exit the vehicle within the work area. Once the operator exits a vehicle in the work area, the above minimum PPE requirement is to be adopted.

Other occupational PPE, to that listed above may also be required for specific occupational tasks or site requirements.

The minimum PPE required above should be adopted until such time that the possible risk of exposure to airborne asbestos fibres has been established. Changes to the minimum PPE requirements must be endorsed by SafeWork NSW or a NSW licenced Asbestos Assessor where asbestos is present.

### 7.4 Safe Work Practices

Eating, drinking, chewing gum or tobacco, smoking or any other practice that involves hand to mouth transfer, increases the risk of ingesting foreign matter (including water and/or soil that contains contaminants of potential concern) into the body. Hands must therefore be washed thoroughly before eating, drinking or smoking. Clothing that becomes dirty from on-site work should be washed separately from other clothing. Further information is provided in Section 4 of the SafeWork NSW (2016) '*How to Safely Remove Asbestos - Code of Practice*'.

### 7.5 Warning Signs

When asbestos removal works are required, warning signs must be affixed on the temporary barriers and/or fencing isolating any asbestos exclusion work area. The signage shall also include a contact name and telephone numbers of the NSW licenced asbestos removalist (or their appointed delegate). Examples of warning signs can be found in Appendix B of the SafeWork NSW (2016) '*How to Safely Remove Asbestos - Code of Practice*'.

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## 8 REFERENCES

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ENRS (2019) *Baseline Environmental Site Assessment – Former Batemans Bay Bowling Club, 2 Vesper St, Batemans Bay, NSW 2536.*

Environment Planning and Assessment Planning Act 1979.

NSW Contaminated Land Management Act 1997.

NSW Contaminated Land Management Regulation 2008.

NSW Work Health and Safety Act 2011.

NSW Work Health and Safety Regulation 2011.

Robson (2019) *Preliminary Site Investigation and Limited Soil Assessment – 2 Vesper St, Lots 282, 283 and 299 DP 75590 and Lot 304 DP257116, Batemans Bay, NSW 2536 (Ref:1086001).*

State Environmental Planning Policy 55 – Remediation of Land (SEPP 55).

SafeWork NSW (2016) '*How to Safely Remove Asbestos - Code of Practice*'.

SafeWork NSW (2016) '*How to Control and Manage Asbestos in the Workplace Code of Practice*'.

ANZECC (1992) '*Guidelines for the Assessment and Management of Contaminated Sites*'.

AS/NZS 1716:2003 '*Respiratory Protection Devices*'.

NSW EPA (2014) '*Waste Classification Guidelines, Part 1: Classification of Waste*'.

National Environment Protection Council (NEPC, 1999) '*National Environment Protection (Assessment of Site Contamination) Measure 1999*' amended May 2013 (ASC NEPM, 2013).

NOHSC '*Guidance Note on the Membrane Filter Method for Estimating Airborne Asbestos Dust*' (NOHSC: 3003, 2005).

State of NSW and NSW EPA (2020) '*Consultants Reporting on Contaminated Land – Contaminated Land Guidelines*'.

WA DoH (2009) '*Guidelines for the Assessment, Remediation and Management of Asbestos-Contaminated Sites in Western Australia*'.

## 9 ABBREVIATIONS

Abbreviation	
ACM	Asbestos Containing Materials
AMP	Asbestos Management Plan
ARCP	Asbestos Removal Control Plan
AS	Australian Standard
EPA	Environment Protection Authority
F/ml	Fibres per millilitre
km	Kilometre
m	Metres
m <sup>2</sup>	Square Metres
m <sup>3</sup>	Cubic Metres
mm	Millimetres
NATA	National Association of Testing Authorities
NOHSC	National Occupational Health and Safety Commissions
NSW	New South Wales
PPE	Personnel Protection Equipment
UFP	Unexpected Finds Protocol
WA DOH	Western Australian Department of Health

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## FIGURES

## APPENDICES

## **Appendix A**

### Record Keeping Forms

### Records for ACM Finds

Date of ACM Find	Date and Time Unexpected Find was Reported	Company Name	Description of Works being Undertaken	Location Coordinates		Area of ACM Impact	Actions Taken
				Easting	Northing		

## Record of Amendments to AMP

Amendment Details	Reason for Amendment	Consultant Details		Date Amendments Proposed	Date Approved by John Holland Group	Date Approved by SafeWork NSW (if applicable)	Date Implemented
		Name	Company				

## **Appendix B**

### AMP Compliance Agreement

## Asbestos Management Plan Compliance Agreement

I have been inducted to the Asbestos Management Plan (AMP) for Eurobodalla Shire Council Batemans Bay Bowling Club site, located at 2 Vesper Street, Batemans Bay NSW 2536 (Lots 282 & 283 DP755902).

I understand the purpose of the AMP and agree to comply with all its provisions. I understand I could be prohibited from working on the site for violating any of the reporting requirements specified in this AMP.

Inductee				Inducted By				
Name	Organisation	Signature	Date	Name	Position	Organisation	Signature	Date

## **Appendix C**

### Clearance Certificates



Document Ref: 10860\_EAR\_CC1\_20190206

## ASBESTOS CLEARANCE CERTIFICATE NO.1

**Client:** John Holland

**Project/Location:** Batemans Bay Bridge Project – Batemans Bay Bowls Club, 2 Vesper Street, Batemans Bay NSW 2536 (Lots 282 & 283 DP755902)

**Job Number:** 10860

**Date of Clearance:** 8:00 – Wednesday, 6 February 2019

**Description of Work:** Visual inspection of the soil surface prior to installation of geotextile fabric in Stage 1 and Stage 2 areas.

**Asbestos Removalist:** N/A

**Certification:** This clearance certificate relates to the soil surface of fill material impacted with asbestos containing material (ACM) prior to the installation of geotextile fabric as part of the asbestos impacted soil capping procedure (AISCP) in the area encompassing Stages 1 and 2. The location of work area is shown on **Figure 1**.

On 4, 5 and 6 February 2019, Matthew Gray who is an ACT licenced asbestos assessor (recognised by SafeWork NSW) from Robson, conducted visual inspections of the soil surface in the area encompassing stages 1 and 2 of the AISCP. Clearance inspections were undertaken at various stages prior, during and post earthwork activities in the Stages 1 and 2 areas which were required as part of the AISCP.

The visual inspection revealed no visible ACM on the soil surface and was subsequently assessed by Robson to be clear of visible surface ACM. Therefore the area has been given the 'all clear' and restrictions associated with the unexpected find of asbestos in soil can now be lifted and the area safely reoccupied. Photographs of the area following the completion of the clearance are included in **Appendix A**.

Background airborne fibre monitoring was conducted adjacent the boundary of the area as during the clearance inspection and subsequent earth works within the area. All atmospheric measurements yielded airborne fibre concentrations that were below the recommended Control Level of 0.01 fibres/mL as required by *NOHSC: 2002 (2005)*. The atmospheric measurements were carried out in accordance with the *Guidance Note on the Membrane Filter Method for Estimating Airborne Asbestos Fibres, 2nd Edition [NOHSC: 3003 (2005)]* and laboratory In-house Procedure No.1. Refer to the Respirable Fibre Estimation Test Report which is included in **Appendix B**.

### EXCLUSIONS

In general, buried ACM pipes, fragments or impacted soils/fill materials are likely to be present below or beyond the perimeter of the area of clearance. Further excavations on the site within the known impacted area should be undertaken under the supervision of a NSW licenced asbestos assessor.

If any suspected ACM pipes or fragments are unearthed or encountered on the site, all works in the area should stop, the area cordoned off and a NSW licenced asbestos assessor contacted for advice. If required, an NSW licenced asbestos removalist should be employed to remove the ACM in accordance with the Safe Work Australia (2011) 'How to

*Safely Remove Asbestos - Code of Practice*'. The area must then be re-inspected and a Clearance Certificate issued by an NSW licenced asbestos assessor.

For and on behalf of Robson Environmental Pty Ltd,



Matthew Gray  
Project Environmental Scientist  
Licenced Asbestos Assessor #AA00038 (recognised by SafeWork NSW)  
Environmental Assessment and Remediation

## **ATTACHMENTS**

### **Figures**

Figure 1: Clearance Location Plan

### **Appendices**

Appendix A: Site Photographs

Appendix B: Airborne Fibre Monitoring Results

## FIGURES

**FIGURE 1: CLEARANCE AREA LOCATION PLAN (Map Source: Nearmap 2018)**



## **APPENDICES**

## **APPENDIX A**

### **Site Photographs**





**Photograph 1**  
**Date:** 6/02/2019

Soil surface in stage 1 area following clearance inspection. View to the east.



**Photograph 2**  
**Date:** 6/02/2019

Soil surface in stage 2 area following clearance inspection. View to the north..



**Photograph 1**  
**Date:** 6/02/2019

Soil surface in stage 2 area following clearance inspection. View to the south east.



## **APPENDIX B**

### **Airborne Fibre Monitoring Results**

Report No: 10860-190205-01



## Respirable Fibre Estimation Test Report

**Job No.:** 10860      **Sampling Date:** 4/02/2019      **Report Issued:** 5/02/2019  
**Monitoring Location:** Batemans Bay Bowls Club  
**Client Name & Address:** John Holland Shop 28 Batemans Bay NSW 2536  
**Work in Progress:** Test pitting ACM impacted soil

### Asbestos Removalist:

**Test Specifications(s) Employed:** NOHSC: Guidance Note on the Membrane Filter Method for Estimating Airborne Asbestos Fibres [NOHSC: 3003 (2005)], In-House Procedure No. 1

Sample No.	Sample Location	Time On	Time Off	Av. Flow Rate	No. of Fields Counted	No. of Fibres Counted	Airborne Fibre Conc. (fibres/mL)
10860-001	North west corner of removal area - stage 1 -	11:20	16:37	2000	100	0	< 0.01
10860-002	South west corner of removal area - stage 1 -	11:21	16:36	2000	100	0	< 0.01
10860-003	North east corner of removal area - stage 1 -	11:22	16:40	2000	100	0	< 0.01
10860-004	South east corner of removal area - stage 1 -	11:23	16:39	2000	100	0	< 0.01
10860-005	Excavator cabin (YMMV-VC55-8E) - stage 1 -	11:25	16:24	2000	100	2	< 0.01
10860-006	Field Blank	-	-	-	100	0	-

Field blanks and samples taken in direct flow of negative air units are reported as a fibre count only

**TDR = Filter too heavily loaded with background dust to read**

The Detection Limit of the analytical method is 0.01 fibres/mL

The Work Health and Safety Act 2011 Control Level for all forms of asbestos is 0.01 fibres/mL

Worksafe Australia's recommended Exposure Standard for all forms of asbestos is 0.1 fibres/mL



Robson Approved Signatory

Matthew Gray



No. 3181



Robson Approved Counter

Matthew Gray

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Report No: 10860-190205-02



## Respirable Fibre Estimation Test Report

**Job No.:** 10860      **Sampling Date:** 5/02/2019      **Report Issued:** 5/02/2019  
**Monitoring Location:** Batemans Bay Bowls Club  
**Client Name & Address:** John Holland Shop 28 Batemans Bay NSW 2536  
**Work in Progress:** Background monitoring during earthworks and demolition

### Asbestos Removalist:

**Test Specifications(s) Employed:** NOHSC: Guidance Note on the Membrane Filter Method for Estimating Airborne Asbestos Fibres [NOHSC: 3003 (2005)], In-House Procedure No. 1

Sample No.	Sample Location	Time On	Time Off	Av. Flow Rate	No. of Fields Counted	No. of Fibres Counted	Airborne Fibre Conc. (fibres/mL)
10860-007	South west corner of stage 2 area -	07:03	16:08	1000	100	0	< 0.01
10860-008	North west corner of stage 1 area -	07:05	16:10	1000	100	0	< 0.01
10860-009	South east corner of stage 2 area -	07:06	16:01	1000	100	1.5	< 0.01
10860-010	North east corner of stage 1 area -	07:08	16:02	1000	100	1	< 0.01
10860-011	Field Blank	-	-	-	100	0	-

Field blanks and samples taken in direct flow of negative air units are reported as a fibre count only

**TDR = Filter too heavily loaded with background dust to read**

The Detection Limit of the analytical method is 0.01 fibres/mL

The Work Health and Safety Act 2011 Control Level for all forms of asbestos is 0.01 fibres/mL

Worksafe Australia's recommended Exposure Standard for all forms of asbestos is 0.1 fibres/mL



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Matthew Gray



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Report No: 10860-190206-01



## Respirable Fibre Estimation Test Report

**Job No.:** 10860      **Sampling Date:** 6/02/2019      **Report Issued:** 6/02/2019  
**Monitoring Location:** Batemans Bay Bowls Club  
**Client Name & Address:** John Holland Shop 28 Batemans Bay NSW 2536  
**Work in Progress:** Background monitoring during earthworks and demolition

### Asbestos Removalist:

**Test Specifications(s) Employed:** NOHSC: Guidance Note on the Membrane Filter Method for Estimating Airborne Asbestos Fibres [NOHSC: 3003 (2005)], In-House Procedure No. 1

Sample No.	Sample Location	Time On	Time Off	Av. Flow Rate	No. of Fields Counted	No. of Fibres Counted	Airborne Fibre Conc. (fibres/mL)
10860-012	North east corner of stage 3 area -	07:04	16:32	1000	100	0	< 0.01
10860-013	South east corner of stage 3 area -	07:06	16:38	1000	100	0	< 0.01
10860-014	North west corner of stage 3 area -	07:08	16:33	1000	100	2	< 0.01
10860-015	South west corner of stage 3 area -	07:09	16:37	1000	100	1	< 0.01
10860-016	Field Blank	-	-	-	100	0	-

Field blanks and samples taken in direct flow of negative air units are reported as a fibre count only

**TDR = Filter too heavily loaded with background dust to read**

The Detection Limit of the analytical method is 0.01 fibres/mL

The Work Health and Safety Act 2011 Control Level for all forms of asbestos is 0.01 fibres/mL

Worksafe Australia's recommended Exposure Standard for all forms of asbestos is 0.1 fibres/mL



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Matthew Gray



No. 3181



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Document Ref: 10860\_EAR\_CC2\_20190220

## ASBESTOS CLEARANCE CERTIFICATE NO.2

**Client:** John Holland

**Project/Location:** Batemans Bay Bridge Project – Batemans Bay Bowls Club, 2 Vesper Street, Batemans Bay NSW 2536 (Lots 282 & 283 DP755902)

**Job Number:** 10860

**Date of Clearance:** 12:00 – Monday, 18 February 2019

**Description of Work:** Visual inspection of the soil surface prior to installation of geotextile fabric in the Stage 3 area.

**Asbestos Removalist:** N/A

**Certification:** This clearance certificate relates to the soil surface of fill material impacted with asbestos containing material (ACM) prior to the installation of geotextile fabric as part of the asbestos impacted soil capping procedure (AISCP) in the area encompassing Stage 3. The location of work area is shown on **Figure 1**.

On 7 to 8, 11 to 15 and 18 February 2019, Matthew Gray and Andrew Roberts who are ACT licenced asbestos assessors (recognised by SafeWork NSW) from Robson, conducted visual inspections of the soil surface in the area encompassing Stage 3 of the AISCP. Clearance inspections were undertaken at various stages prior, during and post earthwork activities in the Stage 3 area which were required as part of the AISCP.

The visual inspection revealed no visible ACM on the soil surface and was subsequently assessed by Robson to be clear of visible surface ACM. Therefore the area has been given the 'all clear' and restrictions associated with the unexpected find of asbestos in soil can now be lifted and the area safely reoccupied. Photographs of the area following the completion of the clearance are included in **Appendix A**.

Background airborne fibre monitoring was conducted adjacent the boundary of the area as during the site works within the area. All atmospheric measurements yielded airborne fibre concentrations that were below the recommended Control Level of 0.01 fibres/mL as required by *NOHSC: 2002 (2005)*. The atmospheric measurements were carried out in accordance with the *Guidance Note on the Membrane Filter Method for Estimating Airborne Asbestos Fibres, 2nd Edition [NOHSC: 3003 (2005)]* and laboratory In-house Procedure No.1. Refer to the Respirable Fibre Estimation Test Reports which are included in **Appendix B**.

### EXCLUSIONS

Clearance has been issued for the soil surface within the footprint of the concrete waste stockpile CW01. However, due to the potential risk of asbestos contamination within the concrete waste an additional clearance inspection of the soil surface should be undertaken following the removal of the concrete waste stockpile CW01 prior to installation of the geofabric in this location. A separate inspection certificate will be issued for the concrete waste stockpile CW01.

In general, buried ACM pipes, fragments or impacted soils/fill materials are likely to be present below or beyond the perimeter of the area of clearance. Further excavations on the

site within the known impacted areas (Stages 1, 2 and 3) should be undertaken under the supervision of a NSW licenced asbestos assessor.

If any suspected ACM pipes or fragments are unearthed or encountered on the site, all works in the area should stop, the area cordoned off and a NSW licenced asbestos assessor contacted for advice. If required, an NSW licenced asbestos removalist should be employed to remove the ACM in accordance with the Safe Work Australia (2011) *'How to Safely Remove Asbestos - Code of Practice'*. The area must then be re-inspected and a Clearance Certificate issued by an NSW licenced asbestos assessor.

For and on behalf of Robson Environmental Pty Ltd,



Matthew Gray  
Project Environmental Scientist  
Licenced Asbestos Assessor #AA00038 (recognised by SafeWork NSW)  
Environmental Assessment and Remediation

## ATTACHMENTS

### Figures

Figure 1: Clearance Location Plan

### Appendices

Appendix A: Site Photographs

Appendix B: Airborne Fibre Monitoring Results

## FIGURES

**FIGURE 1: CLEARANCE AREA LOCATION PLAN (Map Source: Nearmap 2018)**





## **APPENDICES**

## **APPENDIX A**

### **Site Photographs**



**Photograph 1**  
**Date:** 8/02/2019

Soil surface in Stage 3 area following partial clearance inspection. View to the southwest.



**Photograph 2**  
**Date:** 15/02/2019

Soil surface in Stage 3 area following partial clearance inspection. View to the south.



**Photograph 3**  
**Date:** 18/02/2019

Soil surface in Stage 3 area following clearance inspection. View to the northeast.

## **APPENDIX B**

### **Airborne Fibre Monitoring Results**



Report No: 10860-190207-01



## Respirable Fibre Estimation Test Report

**Job No.:** 10860      **Sampling Date:** 7/02/2019      **Report Issued:** 7/02/2019  
**Monitoring Location:** Batemans Bay Bowls Club  
**Client Name & Address:** John Holland Shop 28 Batemans Bay NSW 2536  
**Work in Progress:** Background monitoring during earthworks and demolition

### Asbestos Removalist:

**Test Specifications(s) Employed:** NOHSC: Guidance Note on the Membrane Filter Method for Estimating Airborne Asbestos Fibres [NOHSC: 3003 (2005)], In-House Procedure No. 1

Sample No.	Sample Location	Time On	Time Off	Av. Flow Rate	No. of Fields Counted	No. of Fibres Counted	Airborne Fibre Conc. (fibres/mL)
10860-017	South east corner of stage 3 area -	07:30	15:50	1000	100	0	< 0.01
10860-018	North east corner of stage 3 area -	07:32	15:52	1000	100	0	< 0.01
10860-019	South west corner of stage 3 area -	07:34	15:54	1000	100	0.5	< 0.01
10860-020	North west corner of stage 3 area -	07:36	15:56	1000	100	0	< 0.01
10860-021	Field Blank	-	-	-	100	0	-

Field blanks and samples taken in direct flow of negative air units are reported as a fibre count only

**TDR = Filter too heavily loaded with background dust to read**

The Detection Limit of the analytical method is 0.01 fibres/mL

The Work Health and Safety Act 2011 Control Level for all forms of asbestos is 0.01 fibres/mL

Worksafe Australia's recommended Exposure Standard for all forms of asbestos is 0.1 fibres/mL



Robson Approved Signatory

Matthew Gray



No. 3181



Robson Approved Counter

Matthew Gray

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Report No: 10860-190211-01



## Respirable Fibre Estimation Test Report

**Job No.:** 10860      **Sampling Date:** 8/02/2019      **Report Issued:** 11/02/2019  
**Monitoring Location:** Batemans Bay Bowls Club  
**Client Name & Address:** John Holland Shop 28 Batemans Bay NSW 2536  
**Work in Progress:** Background monitoring during earthworks and demolition

### Asbestos Removalist:

**Test Specifications(s) Employed:** NOHSC: Guidance Note on the Membrane Filter Method for Estimating Airborne Asbestos Fibres [NOHSC: 3003 (2005)], In-House Procedure No. 1

Sample No.	Sample Location	Time On	Time Off	Av. Flow Rate	No. of Fields Counted	No. of Fibres Counted	Airborne Fibre Conc. (fibres/mL)
10860-022	North east corner of stage 3 area -	07:10	14:44	1000	100	1	< 0.01
10860-023	South east corner of stage 3 area -	07:12	14:46	1000	100	0	< 0.01
10860-024	North west corner of stage 3 area -	07:15	14:40	1000	100	0.5	< 0.01
10860-025	South east corner of stage 3 area -	07:18	14:42	1000	100	0	< 0.01
10860-026	Field Blank	-	-	-	100	0	-

Field blanks and samples taken in direct flow of negative air units are reported as a fibre count only

**TDR = Filter too heavily loaded with background dust to read**

The Detection Limit of the analytical method is 0.01 fibres/mL

The Work Health and Safety Act 2011 Control Level for all forms of asbestos is 0.01 fibres/mL

Worksafe Australia's recommended Exposure Standard for all forms of asbestos is 0.1 fibres/mL



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Matthew Gray



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Report No: 10860-190211-02



## Respirable Fibre Estimation Test Report

**Job No.:** 10860      **Sampling Date:** 11/02/2019      **Report Issued:** 11/02/2019  
**Monitoring Location:** Batemans Bay Bowls Club, Princes Way, Batemans Bay, NSW, 2536  
**Client Name & Address:** John Holland Shop 28 Batemans Bay NSW 2536  
**Work in Progress:** Background air monitoring during of screening works

### Asbestos Removalist:

**Test Specifications(s) Employed:** NOHSC: Guidance Note on the Membrane Filter Method for Estimating Airborne Asbestos Fibres [NOHSC: 3003 (2005)], In-House Procedure No. 1

Sample No.	Sample Location	Time		Av. Flow Rate	No. of Fields Counted	No. of Fibres Counted	Airborne Fibre Conc. (fibres/mL)
		On	Off				
10860-027	Northwest of stage 3 work area -	07:30	16:31	1000	100	0	< 0.01
10860-028	Southwest of stage 3 work area -	07:33	16:32	1000	100	0	< 0.01
10860-029	Northeast of stage 3 work area -	07:35	16:35	1000	100	1	< 0.01
10860-030	Southeast of stage 3 work area -	07:37	16:37	1000	100	1	< 0.01
10860-031	Field Blank	-	-	-	100	0	-

Field blanks and samples taken in direct flow of negative air units are reported as a fibre count only

**TDR = Filter too heavily loaded with background dust to read**

The Detection Limit of the analytical method is 0.01 fibres/mL

The Work Health and Safety Act 2011 Control Level for all forms of asbestos is 0.01 fibres/mL

Worksafe Australia's recommended Exposure Standard for all forms of asbestos is 0.1 fibres/mL



Robson Approved Signatory

Andrew Roberts



No. 3181



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Report No: 10860-190212-01



## Respirable Fibre Estimation Test Report

**Job No.:** 10860      **Sampling Date:** 12/02/2019      **Report Issued:** 12/02/2019  
**Monitoring Location:** Batemans Bay Bowls Club, Princes Way, Batemans Bay, NSW, 2536  
**Client Name & Address:** John Holland Shop 28 Batemans Bay NSW 2536  
**Work in Progress:** Background air monitoring during of screening works

### Asbestos Removalist:

**Test Specifications(s) Employed:** NOHSC: Guidance Note on the Membrane Filter Method for Estimating Airborne Asbestos Fibres [NOHSC: 3003 (2005)], In-House Procedure No. 1

Sample No.	Sample Location	Time On	Time Off	Av. Flow Rate	No. of Fields Counted	No. of Fibres Counted	Airborne Fibre Conc. (fibres/mL)
10860-032	Southeast of stage 3 work area -	07:00	16:10	1000	100	1	< 0.01
10860-033	Northwest of stage 3 work area -	07:05	16:11	1000	100	0	< 0.01
10860-034	Northeast of stage 3 work area -	07:05	16:15	1000	100	0	< 0.01
10860-035	Southeast of stage 3 work area -	07:07	16:14	1000	100	2	< 0.01
10860-036	Excavator cabin -	11:15	16:12	2000	100	1	< 0.01
10860-037	Field Blank	-	-	-	100	0	-

Field blanks and samples taken in direct flow of negative air units are reported as a fibre count only  
**TDR = Filter too heavily loaded with background dust to read**

The Detection Limit of the analytical method is 0.01 fibres/mL  
The Work Health and Safety Act 2011 Control Level for all forms of asbestos is 0.01 fibres/mL  
Worksafe Australia's recommended Exposure Standard for all forms of asbestos is 0.1 fibres/mL



Robson Approved Signatory  
Andrew Roberts



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Report No: 10860-190213-01



## Respirable Fibre Estimation Test Report

**Job No.:** 10860      **Sampling Date:** 13/02/2019      **Report Issued:** 13/02/2019  
**Monitoring Location:** Batemans Bay Bowls Club, Princes Way, Batemans Bay, NSW, 2536  
**Client Name & Address:** John Holland Shop 28 Batemans Bay NSW 2536  
**Work in Progress:** Background air monitoring during of screening works

### Asbestos Removalist:

**Test Specifications(s) Employed:** NOHSC: Guidance Note on the Membrane Filter Method for Estimating Airborne Asbestos Fibres [NOHSC: 3003 (2005)], In-House Procedure No. 1

Sample No.	Sample Location	Time On	Time Off	Av. Flow Rate	No. of Fields Counted	No. of Fibres Counted	Airborne Fibre Conc. (fibres/mL)
10860-038	Excavator cabin -	07:20	16:30	1000	100	7	< 0.01
10860-039	Southwest of stage 3 work area -	07:22	16:25	1000	100	0	< 0.01
10860-040	Northwest of stage 3 work area -	07:28	16:28	1000	100	1	< 0.01
10860-041	Southeast of stage 3 work area -	07:32	16:27	1000	100	0	< 0.01
10860-042	Northeast of stage 3 work area -	07:32	16:31	1000	100	0	< 0.01
10860-043	Field Blank	-	-	-	100	0	-

Field blanks and samples taken in direct flow of negative air units are reported as a fibre count only

**TDR = Filter too heavily loaded with background dust to read**

The Detection Limit of the analytical method is 0.01 fibres/mL

The Work Health and Safety Act 2011 Control Level for all forms of asbestos is 0.01 fibres/mL

Worksafe Australia's recommended Exposure Standard for all forms of asbestos is 0.1 fibres/mL



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Andrew Roberts



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Report No: 10860-190214-01



## Respirable Fibre Estimation Test Report

**Job No.:** 10860      **Sampling Date:** 14/02/2019      **Report Issued:** 14/02/2019  
**Monitoring Location:** Batemans Bay Bowls Club, Princes Way, Batemans Bay, NSW, 2536  
**Client Name & Address:** John Holland Shop 28 Batemans Bay NSW 2536  
**Work in Progress:** Background air monitoring during of screening works

### Asbestos Removalist:

**Test Specifications(s) Employed:** NOHSC: Guidance Note on the Membrane Filter Method for Estimating Airborne Asbestos Fibres [NOHSC: 3003 (2005)], In-House Procedure No. 1

Sample No.	Sample Location	Time		Av. Flow Rate	No. of Fields Counted	No. of Fibres Counted	Airborne Fibre Conc. (fibres/mL)
		On	Off				
10860-044	Northeast of stage 3 work area -	07:00	16:15	1000	100	2	< 0.01
10860-045	Southeast of stage 3 work area -	07:00	16:17	1000	100	0	< 0.01
10860-046	Northwest of stage 3 work area -	07:05	16:18	1000	100	1	< 0.01
10860-047	Southwest of stage 3 work area -	07:08	16:20	1000	100	0	< 0.01
10860-048	Field Blank	-	-	-	100	0	-

Field blanks and samples taken in direct flow of negative air units are reported as a fibre count only

**TDR = Filter too heavily loaded with background dust to read**

The Detection Limit of the analytical method is 0.01 fibres/mL

The Work Health and Safety Act 2011 Control Level for all forms of asbestos is 0.01 fibres/mL

Worksafe Australia's recommended Exposure Standard for all forms of asbestos is 0.1 fibres/mL



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Andrew Roberts



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Report No: 10860-190220-01



## Respirable Fibre Estimation Test Report

**Job No.:** 10860      **Sampling Date:** 15/02/2019      **Report Issued:** 20/02/2019  
**Monitoring Location:** Batemans Bay Bowls Club, Princes Way, Batemans Bay, NSW, 2536  
**Client Name & Address:** John Holland Shop 28 Batemans Bay NSW 2536  
**Work in Progress:** Background monitoring during earthworks and demolition

### Asbestos Removalist:

**Test Specifications(s) Employed:** NOHSC: Guidance Note on the Membrane Filter Method for Estimating Airborne Asbestos Fibres [NOHSC: 3003 (2005)], In-House Procedure No. 1

Sample No.	Sample Location	Time On	Time Off	Av. Flow Rate	No. of Fields Counted	No. of Fibres Counted	Airborne Fibre Conc. (fibres/mL)
10860-049	North west corner of stage 3 area -	08:38	15:56	1000	100	1.5	< 0.01
10860-050	North east corner of stage 3 area -	08:41	15:57	550	100	0	< 0.02
10860-051	South east corner of stage 3 area -	08:42	15:59	1000	100	1	< 0.01
10860-052	South west corner of stage 3 area -	08:39	16:01	1000	100	1	< 0.01
10860-053	Field Blank	-	-	-	100	0	-

Field blanks and samples taken in direct flow of negative air units are reported as a fibre count only

**TDR = Filter too heavily loaded with background dust to read**

The Detection Limit of the analytical method is 0.01 fibres/mL

The Work Health and Safety Act 2011 Control Level for all forms of asbestos is 0.01 fibres/mL

Worksafe Australia's recommended Exposure Standard for all forms of asbestos is 0.1 fibres/mL



Robson Approved Signatory

Matthew Gray



No. 3181



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Matthew Gray

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## **Appendix D**

### **Airborne Fibre Monitoring Results**

**29/10/19 to 01/11/19**

**Job Number:**                      **Sampling Date:**    29.10.2019                      **Report Issued:**    29.10.2019

**Monitoring Location:**     Batemans Bay Bowls Club, Vesper Street, Batemans Bay NSW 2536

**Client Name & Address:**   John Holland - Shop 28, 12 Orient Street, Batemans Bay NSW 2536

**Work in Progress:**    Placement of asbestos impacted soil into encapsulation cell

**Asbestos Removalist:**     Shoalhaven Excavation and Demolition

Sample Number	Sampling Location	Time		Average Flowrate	Fields Counted	Fibres Counted	Airborne Fibre Concentration (fibres/mL)
		On	Off				
10860-54	West of removal area - along access road	7:41	16:02	1000	100	1	<0.01
10860-55	Southwest corner of removal area	7:43	16:04	1000	100	0	<0.01
10860-56	Southeast corner of removal area	7:45	16:05	1000	100	0	<0.01
10860-57	Northwest corner of removal area	7:46	16:07	1000	100	0	<0.01
10860-58	Northeast corner of removal area	7:51	16:08	1000	100	1	<0.01
10860-59	Field blank				100	0	-

**Safe Work Australia's recommended Exposure Standard for all forms of asbestos is 0.1 fibres/mL**

Matthew Gray

10860-191029-01

# Respirable Fibre Estimation Test Report

Job Number: 10860

Sampling Date: 30.10.2019

Report Issued: 30.10.2019

Monitoring Location: Batemans Bay Bowls Club, Vesper Street, Batemans Bay NSW 2536

Client Name &amp; Address: John Holland - Shop 28, 12 Orient Street, Batemans Bay NSW 2536

Work in Progress: Placement of asbestos impacted soil into encapsulation cell

Asbestos Removalist: Shoalhaven Excavation and Demolition

Test Specification(s) Employed: NOHSC: Guidance Note on the Membrane Filter Method for Estimating Airborne Asbestos Fibres [NOHSC: 3003 (2005)], & In-House Procedure No. 1

Sample Number	Sampling Location	Time		Average Flowrate	Fields Counted	Fibres Counted	Airborne Fibre Concentration (fibres/mL)
		On	Off				
10860-54	West of removal area - along access road	7:04	15:48	1000	100	0	<0.01
10860-55	Southwest corner of removal area	7:05	15:49	1000	100	0.5	<0.01
10860-56	Southeast corner of removal area	7:07	15:51	1000	100	0	<0.01
10860-57	Northwest corner of removal area	7:09	15:53	1000	100	0	<0.01
10860-58	Northeast corner of removal area	7:11	15:58	1000	100	0	<0.01
10860-59	Field blank				100	0	-

The above results are only for the samples listed on this certificate

Field blanks and samples taken in direct flow of negative air units are reported as a fibre count only  
TDR= Filter too heavily loaded with background dust to read

The Detection Limit of the analytical method is 0.01 fibres/mL

The *Work Health and Safety Act 2011* Control Level for all forms of asbestos is 0.01 fibres/mL

Safe Work Australia's recommended Exposure Standard for all forms of asbestos is 0.1 fibres/mL



Robson Approved Signatory

Matthew Gray



No. 3181



Robson Approved Counter

Matthew Gray

Accredited for compliance with ISO/IEC 17025 - Testing

The results of the tests, calibrations and/or measurements included in this document are traceable to Australian/national standards

# Respirable Fibre Estimation Test Report

Job Number: 10860

Sampling Date: 31.10.2019

Report Issued: 31.10.2019

Monitoring Location: Batemans Bay Bowls Club, Vesper Street, Batemans Bay NSW 2536

Client Name &amp; Address: John Holland - Shop 28, 12 Orient Street, Batemans Bay NSW 2536

Work in Progress: Placement of asbestos impacted soil into encapsulation cell

Asbestos Removalist: Shoalhaven Excavation and Demolition

Test Specification(s) Employed: NOHSC: Guidance Note on the Membrane Filter Method for Estimating Airborne Asbestos Fibres [NOHSC: 3003 (2005)], &amp; In-House Procedure No. 1

Sample Number	Sampling Location	Time		Average Flowrate	Fields Counted	Fibres Counted	Airborne Fibre Concentration (fibres/mL)
		On	Off				
10860-66	West of removal area - along access road	7:12	15:13	1000	100	1	<0.01
10860-67	Southwest corner of removal area	7:11	15:16	1000	100	0	<0.01
10860-68	Southeast corner of removal area	7:18	15:15	1000	100	0	<0.01
10860-69	Northwest corner of removal area	7:14	15:13	1000	100	1	<0.01
10860-70	Northeast corner of removal area	7:15	15:12	1000	100	0.5	<0.01
10860-71	Field blank				100	0	-

The above results are only for the samples listed on this certificate

Field blanks and samples taken in direct flow of negative air units are reported as a fibre count only  
TDR= Filter too heavily loaded with background dust to read

The Detection Limit of the analytical method is 0.01 fibres/mL

The *Work Health and Safety Act 2011* Control Level for all forms of asbestos is 0.01 fibres/mL

Safe Work Australia's recommended Exposure Standard for all forms of asbestos is 0.1 fibres/mL



Robson Approved Signatory

Matthew Gray



No. 3181



Robson Approved Counter

Matthew Gray

Accredited for compliance with ISO/IEC 17025 - Testing

The results of the tests, calibrations and/or measurements included in this document are traceable to Australian/national standards



# Respirable Fibre Estimation Test Report

Job Number: 10860

Sampling Date: 1.11.2019

Report Issued: 1.11.2019

Monitoring Location: Batemans Bay Bowls Club, Vesper Street, Batemans Bay NSW 2536

Client Name &amp; Address: John Holland - Shop 28, 12 Orient Street, Batemans Bay NSW 2536

Work in Progress: Placement of asbestos impacted soil into encapsulation cell

Asbestos Removalist: Shoalhaven Excavation and Demolition

Test Specification(s) Employed: NOHSC: Guidance Note on the Membrane Filter Method for Estimating Airborne Asbestos Fibres [NOHSC: 3003 (2005)], &amp; In-House Procedure No. 1

Sample Number	Sampling Location	Time		Average Flowrate	Fields Counted	Fibres Counted	Airborne Fibre Concentration (fibres/mL)
		On	Off				
10860-72	West of removal area - along access road	7:18	14:07	1000	100	1.	<0.01
10860-73	Southwest corner of removal area	7:19	14:07	1000	100	0	<0.01
10860-74	Southeast corner of removal area	7:20	14:06	1000	100	0	<0.01
10860-75	Northwest corner of removal area	7:22	14:08	1000	100	1	<0.01
10860-76	Northeast corner of removal area	7:23	14:09	1000	100	0	<0.01
10860-77	Field blank				100	0	-

The above results are only for the samples listed on this certificate

Field blanks and samples taken in direct flow of negative air units are reported as a fibre count only  
TDR= Filter too heavily loaded with background dust to read

The Detection Limit of the analytical method is 0.01 fibres/mL

The *Work Health and Safety Act 2011* Control Level for all forms of asbestos is 0.01 fibres/mL

Safe Work Australia's recommended Exposure Standard for all forms of asbestos is 0.1 fibres/mL



Robson Approved Signatory

Matthew Gray



No. 3181

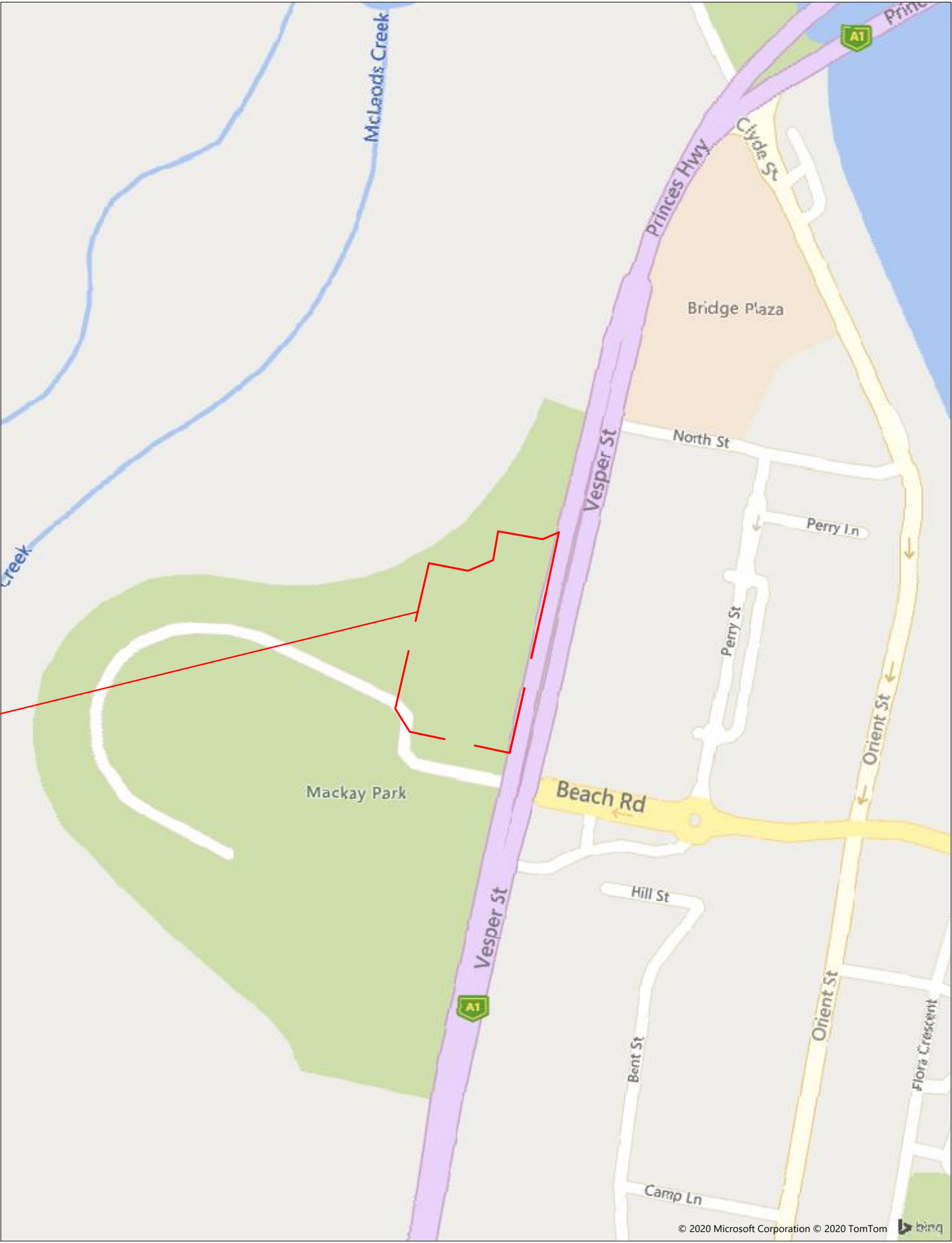
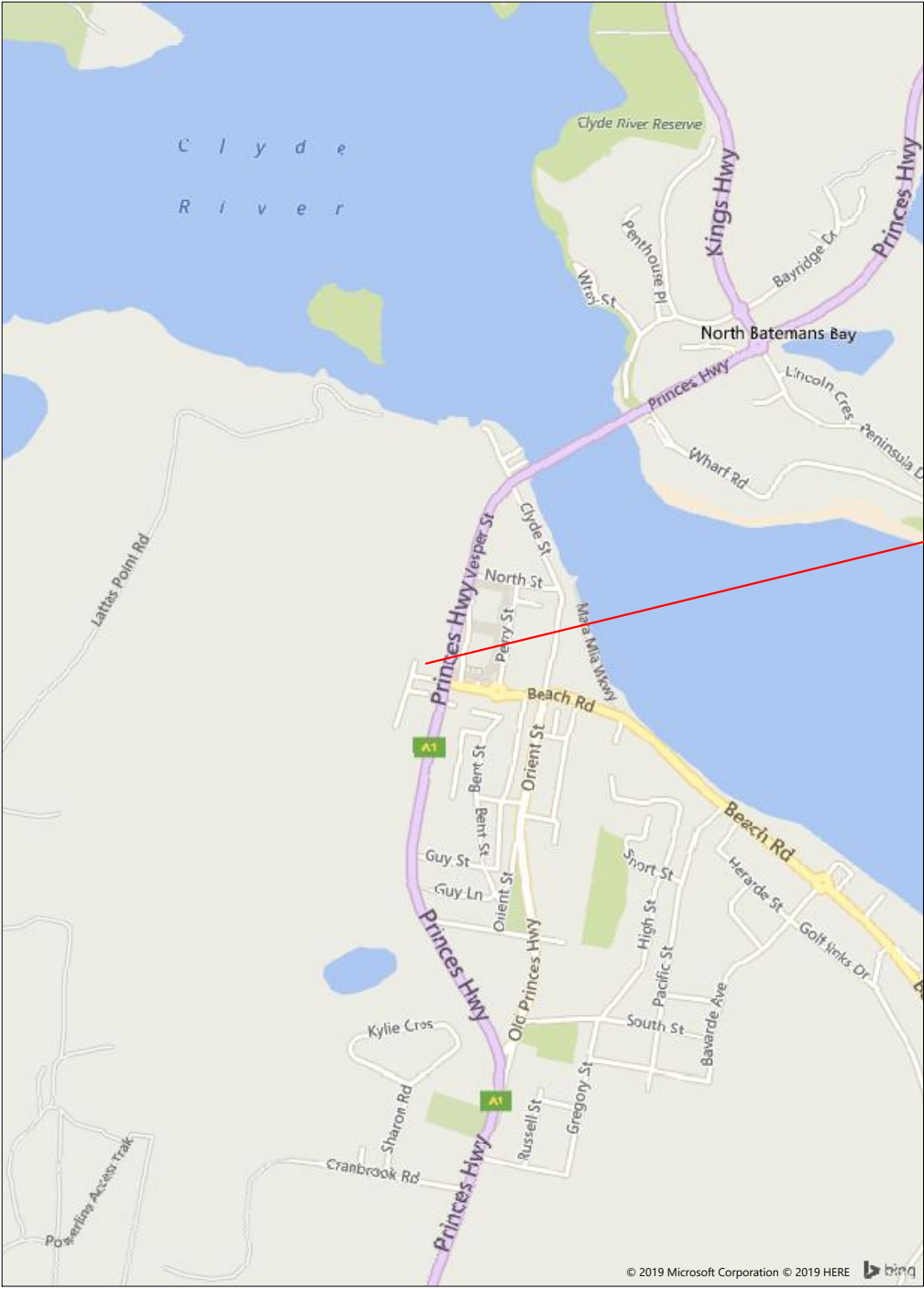
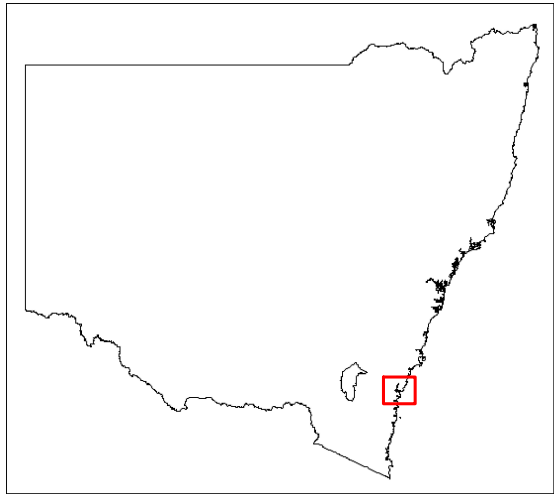


Robson Approved Counter

Matthew Gray

Accredited for compliance with ISO/IEC 17025 - Testing

The results of the tests, calibrations and/or measurements included in this document are traceable to Australian/national standards



LEGEND

SITE BOUNDARY

NOTES

Scale, locations, and boundaries are approximate only.

CLIENT: <b>EUROBODALLA SHIRE COUNCIL</b> 89 VULCAN STREET PO BOX 99 MORUYA NSW 2537	SITE:  <b>2 VESPER STREET</b> LOTS 282, 283 DP755902 BATEMANS BAY 2536	PROJECT: <b>ASBESTOS MANAGEMENT PLAN</b> BATEMANS BAY BRIDGE PROJECT	SCALE (m): <div><div></div><div>03060</div></div>	DRAWN: AG	FIGURE: 1	DATE: 18.12.2020
		TITLE: <b>SITE LOCATION PLAN</b>	REF: <b>MICROSOFT 2020</b> HERE 2020	CHECKED: BK	PROJECT: 1086002	REV: A





LEGEND

SITE BOUNDARY

CAPPING LAYER AREA

ENCAPSULATION CELL AREA

CAPPING LAYER SPECIFICATION\*

- GEOTEXTILE
- > 300 mm ROAD BASE GRAVEL IN HIGH USE AREAS
- 300 mm ROAD BASE GRAVEL IN LOW USE AREAS

\*EXACT SPECIFICATION TO BE DETERMINED IN CONSULTATION WITH JOHN HOLLAND GROUP

NOTES

Scale, locations, and boundaries are approximate only.

Coordinate System: GDA 94 UTM 56H

KEY PLAN - INSET

**Robson**  
ENVIRONMENTAL

Environmental Excellence through  
Experience, Endeavor and  
Evaluation

Robson Environmental Pty Ltd  
P: 02 6239 5656  
F: 02 6239 5669  
E: admin@robsonenviro.com.au  
PO Box 112, Fyshwick ACT 2609  
www.robsonenviro.com.au  
ABN: 55 008 660 900

CLIENT:

EUROBODALLA SHIRE COUNCIL  
89 VULCAN STREET  
PO BOX 99  
MORUYA NSW 2537

SITE:

2 VESPER STREET  
LOT 283 DP755902  
BATEMANS BAY 2536

PROJECT:

ASBESTOS MANAGEMENT PLAN  
BATEMANS BAY BRIDGE PROJECT

TITLE:

ASBESTOS IN SOIL CAPPING PLAN

SCALE (m):

0 7.5 15

REF:

NEARMAP 2018

DRAWN:	AG	FIGURE:	2	DATE:	18.12.2020
CHECKED:	BK	PROJECT:	1086002	REV:	A





FOLIO: AUTO CONSOL 10631-139

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SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
26/11/2021	11:14 AM	4	23/8/2016

LAND

----

LAND DESCRIBED IN SCHEDULE OF PARCELS

AT BATEMANS BAY

LOCAL GOVERNMENT AREA EUROBODALLA

PARISH OF BATEMAN COUNTY OF ST VINCENT

TITLE DIAGRAM SEE SCHEDULE OF PARCELS

FIRST SCHEDULE

-----

EUROBODALLA SHIRE COUNCIL

(T AK606274)

SECOND SCHEDULE (1 NOTIFICATION)

-----

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

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

SCHEDULE OF PARCELS

-----

LOT 282 IN DP755902

LOT 283 IN DP755902

TITLE DIAGRAM

-----

CROWN PLAN 4085.2013

CROWN PLAN 4486.2013.

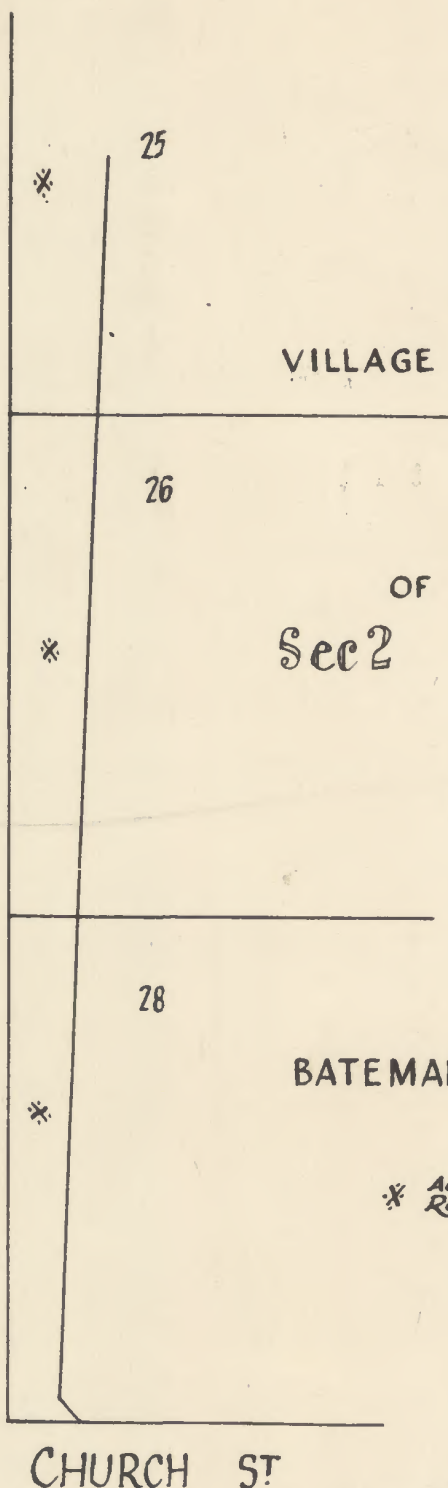
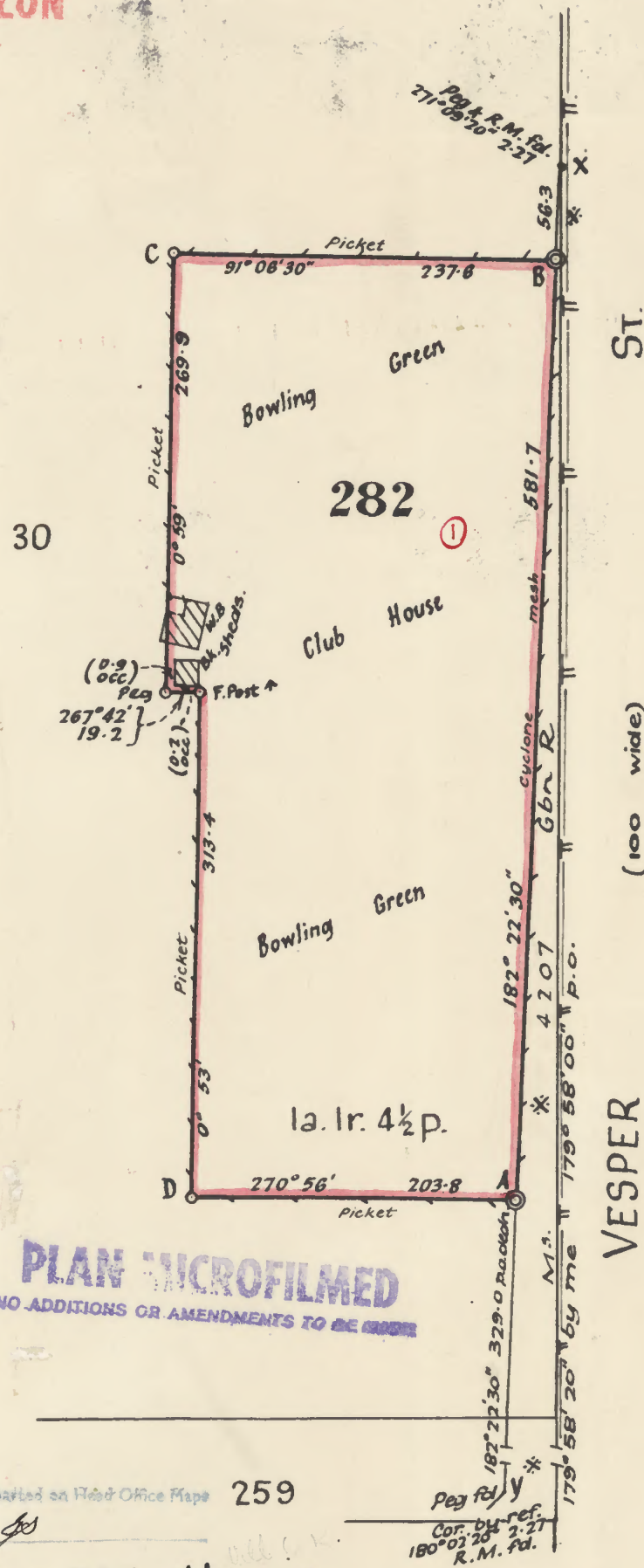
\*\*\* END OF SEARCH \*\*\*



PLAN OF PORTION 282 PARISH OF BATEMAN

COUNTY OF ST VINCENT.

NOTATION PLAN



\* Acquired for purposes of Main Roads Act, 1924-54, Gaz. 17/6/55.

I CERTIFY that this is a CORRECT COPY of the original plan of survey and of all annotations thereon now relevant, I being the officer having the custody thereof.

R. L. Gordon  
Officer in Charge,  
Land Board Office,  
17th Feb. 1963

REFERENCE MARKS

CORNER	BEARING	FROM	LINKS	NO. ON TREE
A	270° 56'	G.I. Nail in East face F. Post at cor	2.27	282
B	271° 06' 30"	G.I. Fence Post at cor	2.27	282
C		Fence post at cor.		282
D		Fence post at cor.		282

AZIMUTH TAKEN FROM X-Y  
FIELD BOOK 104354 PAGES 30 & 31

I, **Arthur Edward Thomas JACKSON**  
of **GOULBURN**  
a Surveyor registered under the Surveyors Act, 1929-1946, hereby  
certify that the survey represented in this plan is accurate and has  
been made by me in accordance with the Survey Practice Regulations, 1933, and the special requirements  
of the Department of Lands and was completed on **19th May, 1962**.

Signature *A. E. Jackson*  
Surveyor registered under the Surveyors Act, 1929-1946.

CHECKED & CHARTED *C. B. Kavanagh* 19.10.62  
EXAMINED *R. W. Targett*  
PLAN APPROVED *R. W. Targett*  
Authorised Officer. 30.10.1962.

PLAN MICROFILMED  
NO ADDITIONS OR AMENDMENTS TO BE MADE

Charted on Field Office Maps 259  
Examined *N. S. Hamblin* 16.4.63

SCALE 1 CHAIN TO AN INCH

CAT. NO. V 4085-2013

Surround Area : 1.28067acs

NOTATION PLAN

Land District Moruya Papers L.B. 60/655  
Ten. 61/1046

CANCELS PART PLAN B1-1696 L.F.

WITHIN: Suburban Boundaries of the Village of Bateman,  
notified 20.3.1885.

" Bateman Urban Area, proclaimed 14.8.1931.

{ Sp.L. 60/15 - Trustees of Bateman's Bay Bowling Club.  
Surrender accepted 23.5.1967

① Por. 282 ..... Granted under Sec. 197 C.L.C. Act 1913 to Alfred Eric Fenning,  
Colin Stephen Ludlow and William George Coghlan. Ten. 66/1685

NOTATION PLAN

4085-2013



A293

PLAN OF PORTION 283 PARISH ~~AND TOWN~~ BATEMAN COUNTY ST. VINCENT  
LAND DISTRICT MORUYA SHIRE EUROBODALLA

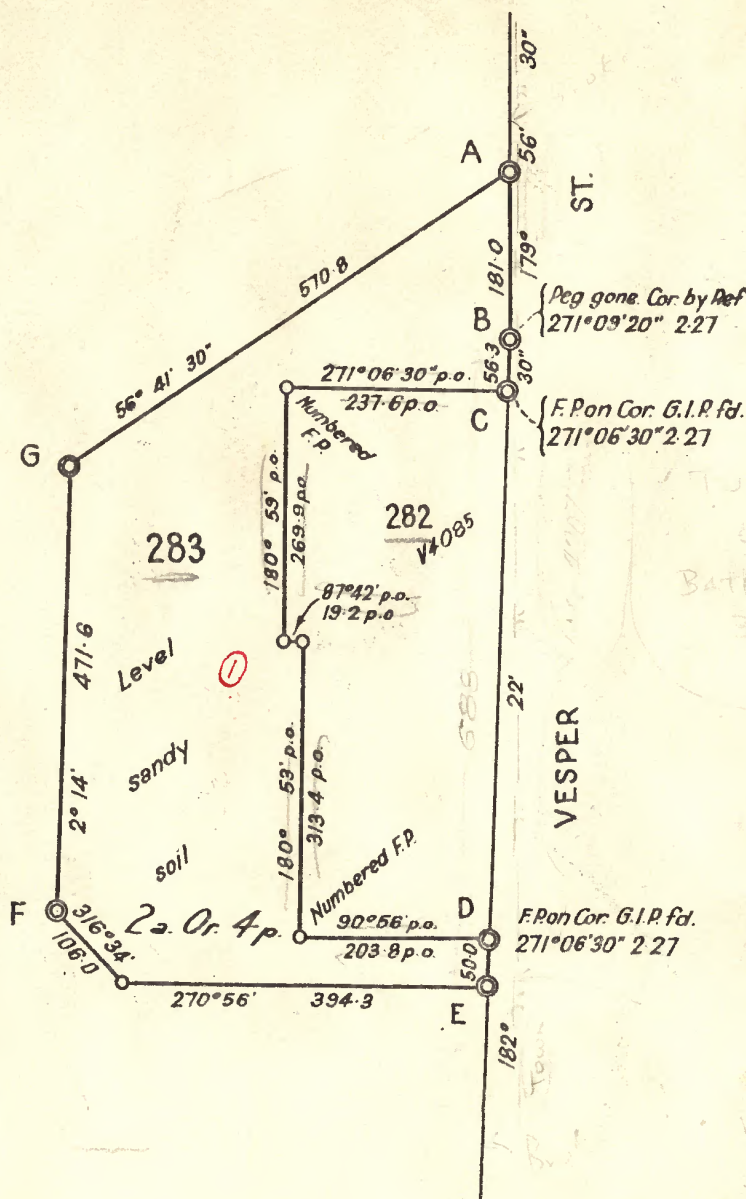
NOTATION PLAN.

I, the Officer-in-Charge, General  
Mapping Branch, CERTIFY  
that this notation plan is a  
PHOTOGRAPHIC COPY OF  
THE ORIGINAL AT DATE  
OF ITS APPROVAL.

*R. L. Gordon*

DATE 9 Feb 1965

30  
B1-1696



Surround Area 20303acs.

REFERENCE MARKS (CONTD)

F	2° 14'	G.I. Pipe	3.0	↑
	Numbered	peg on corner		283
G	56° 41' 30"	G.I. Pipe	3.0	↑
	Numbered	peg on corner		283
REFERENCE MARKS				
CORNER	BEARING	FROM	DISTANCE	NO. ON TREE
A	236° 41' 30"	G.I. Pipe	2.71	↑
	Numbered	peg on corner		283
B	271° 09' 20"	Conc. Blk	2.27	fd.
C	271° 06' 30"	G.I. Pipe	2.27	fd.
D	270° 56'	G.I. Pipe	2.27	fd.
E	270° 56'	G.I. Pipe	2.27	↑
	Numbered	peg on corner		283
CONTINUED		ABOVE		

PLAN MICROFILMED

NO ADDITIONS OR AMENDMENTS TO BE MADE

Charted on Head Office Maps

Examined *B17-12-1965*

SCALE 2 CHAINS TO AN INCH  
All measurements shown in links  
AZIMUTH TAKEN FROM B-D  
FIELD BOOK LD4566 PAGE 55

I, **John William Osmond**  
of **Gaulburn**  
a Surveyor registered under the Surveyors Act, 1929-1946, hereby  
certify that the survey represented in this plan is accurate and has  
been made by me **16<sup>th</sup> Sept. 1964** in accordance with  
the Survey Practice Regulations, 1933, and the special requirements  
of the Department of Lands and was completed on

Signature *J. Osmond*  
Surveyor registered under the Surveyors Act, 1929-1946.

*1* Canceled part plan B1-1696 L.F.  
Within Suburban Boundaries of the Village of Bateman Notified 20<sup>th</sup> March, 1895.  
Within Area Dedicated for Public Recreation 5<sup>th</sup> July, 1918 Por. 283 Rev'd from ded'n Gaz. 21-10-66.  
Within Eurobodalla Shire Council's Town & Country Planning Scheme Interim Development Order  
Gazette 9<sup>th</sup> August, 1963.  
Within Bateman Urban Area Proclaimed 14<sup>th</sup> August, 1931.  
Part Exchange Land, Application Under Section 197 by the Trustees of the Bateman's  
Bay Bowling Club Granted under Sec. 197 C.L.C. Act 1913 to Alfred Eric Fenning, Colin Stephen  
Ludlow and William George Coghlan. Ten. 66. 1685

PAPER NO. L 8-62-971, Ten 62-7096 CAT. NO. **V4486-2013**

NOTATION PLAN

(63-178)





FOLIO: AUTO CONSOL 13936-59

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SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
26/11/2021	11:14 AM	4	23/8/2016

LAND

----

LAND DESCRIBED IN SCHEDULE OF PARCELS  
AT BATEMANS BAY  
LOCAL GOVERNMENT AREA EUROBODALLA  
PARISH OF BATEMAN COUNTY OF ST VINCENT  
TITLE DIAGRAM SEE SCHEDULE OF PARCELS

FIRST SCHEDULE

-----

EUROBODALLA SHIRE COUNCIL (T AK606274)

SECOND SCHEDULE (1 NOTIFICATION)

-----

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

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

SCHEDULE OF PARCELS

-----

LOT 304 IN DP257116  
LOT 299 IN DP755902

TITLE DIAGRAM

-----

DP257116  
CROWN PLAN 4712.2013.

\*\*\* END OF SEARCH \*\*\*



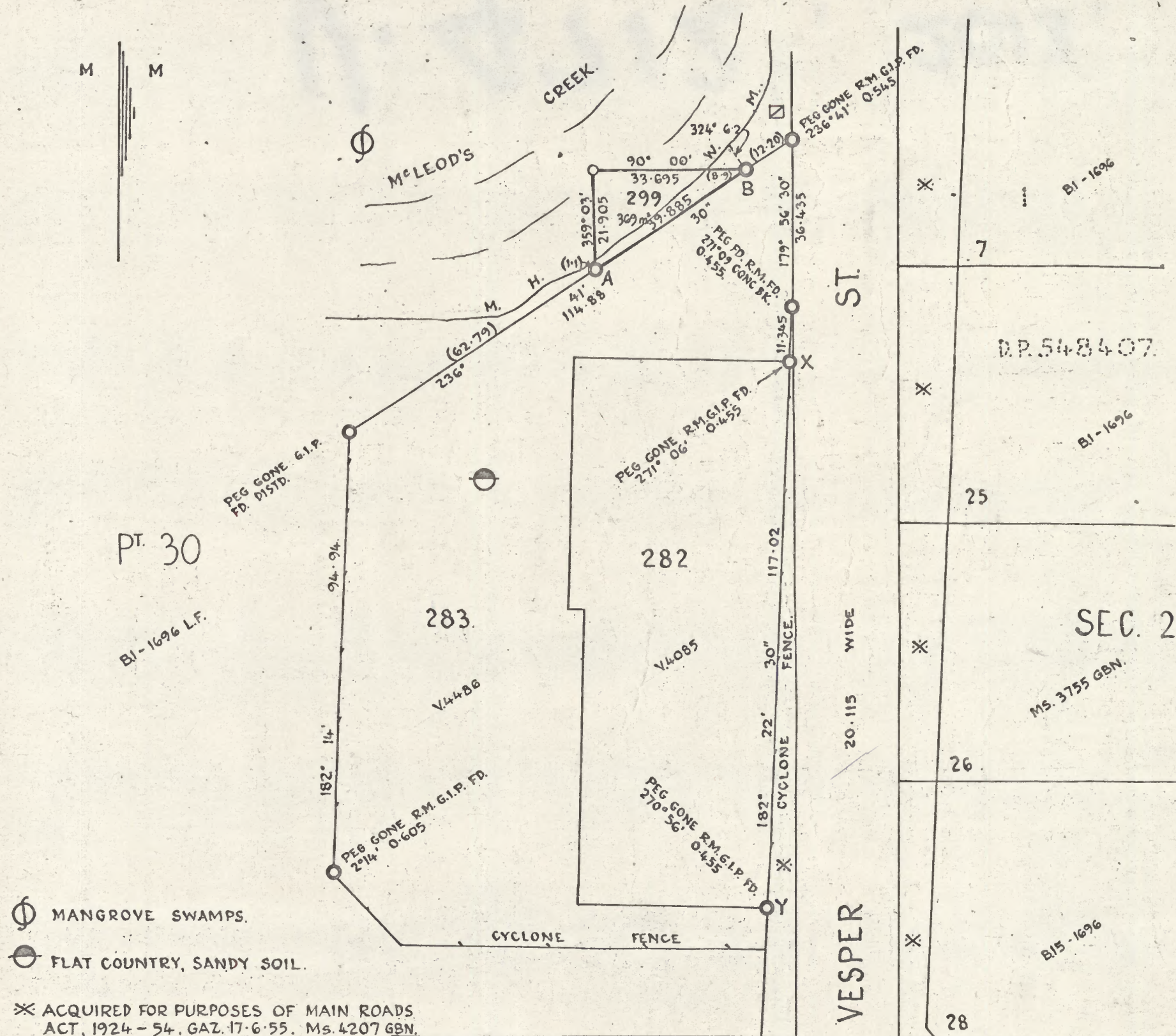


PLAN OF PORTION 299  
AT BATEMANS BAY.

PARISH BATEMAN  
LAND DISTRICT MORUYA

COUNTY ST. VINCENT.  
SHIRE EUROBODALLA

A794



NOTATION PLAN.  
I, the Officer-in-Charge, Survey  
Investigation Branch, CERTIFY  
that this notation plan is a  
PHOTOGRAPHIC COPY OF  
THE ORIGINAL AT DATE  
OF ITS APPROVAL.

*A. R. Barr*  
DATE 31 JUL 1975

CHURCH 20.115 WD. ST.

NOTATION PLAN

REDUCTION RATIO: 1:1000

All measurements shown in METRES

CANCELS PART PLAN BI-1696 L.F.

PLAN MICROFILMED  
NO ADDITIONS OR AMENDMENTS TO BE MADE

4712.2013

PAPER NO. LB.73-1040 TEN.74.6704.

CAT. NO. V.4712-2013 R.

REFERENCE MARKS.

CORNER	BEARING	FROM	DISTANCE	NO. ON TREE
A	326° 41'	G.I.P.	2.0	
B	326° 41'	G.I.P.	2.0	

AZIMUTH TAKEN FROM X-Y  
FIELD BOOK LD. 75-55 PAGES 13-18

I, RALPH S. BRUCE of BEGA  
a Surveyor registered under the Surveyors Act, 1929-1946, hereby  
certify that the survey represented in this plan is accurate and has  
been made ~~by me~~ under my immediate supervision in accordance with  
the Survey Practice Regulations, 1933, and the special requirements  
of the Department of Lands and was completed on 21.3.1975

Signature *R. S. Bruce*

Surveyor registered under the Surveyors Act, 1929-1946.

CHECKED & CHARTED *M. Cheney 10.6.75*  
PLAN APPROVED *M. O. G. 10.6.75*

Authorised Officer *26.6.1975*



# Eurobodalla Shire Council

## 10.7 Planning Certificate



SECTION 10.7 ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

Page 1 of 5

**Applicant:** Eurobodalla Shire Council  
leah.mills@esc.nsw.gov.au

Certificate No:	PL1230/22
Receipt No:	N/A
Date of Issue:	17 January 2022
Reference:	15259
Land ID:	15259

**Property Description:** Vesper Street BATEMANS BAY NSW 2536  
Lot 282 DP 755902

### Section A: Advice provided in accordance with Section 10.7(2).

#### Local Environmental Plans (LEP) Zoning and Draft LEPs (including Planning Proposals)

The following LEPs, Zones and Draft Plans apply to the land the subject of the Certificate:

Eurobodalla Local Environmental Plan 2012 - **RE2 Private Recreation**

*Current version for 28 October 2020*

#### 1 Objectives of zone

- To enable land to be used for private open space or recreational purposes.
- To provide a range of recreational settings and activities and compatible land uses.
- To protect and enhance the natural environment for recreational purposes.
- To conserve the scenic and environmental resources of the land including the protection of environmental assets such as remnant vegetation, waterways and wetlands, and habitats for threatened species, populations and communities.

#### 2 Permitted without consent

Environmental protection works

#### 3 Permitted with consent

Airstrips; Aquaculture; Boat launching ramps; Boat sheds; Building identification signs; Business identification signs; Camping grounds; Caravan parks; Centre-based child care facilities; Charter and tourism boating facilities; Community facilities; Eco-tourist facilities; Emergency services facilities; Environmental facilities; Function centres; Helipads; Heliports; Information and education facilities; Jetties; Kiosks; Marinas; Markets; Mooring pens; Moorings; Passenger transport facilities; Recreation areas; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Respite day care centres; Roads; Sewerage systems; Water recreation structures; Water supply systems

#### 4 Prohibited

Any development not specified in item 2 or 3

#### State Environmental Planning Policies (SEPP) and Deemed State Environmental Planning Policies

#### SEPP's that apply on a Shire wide basis:

- State Environmental Planning Policy No.1 - Development Standards
- State Environmental Planning Policy No.21 - Caravan Parks
- State Environmental Planning Policy No.32 - Urban Consolidation (Redevelopment of Urban Land)
- State Environmental Planning Policy No.33 - Hazardous and Offensive Development
- State Environmental Planning Policy No.36 - Manufactured Home Estates
- State Environmental Planning Policy No.50 - Canal Estates
- State Environmental Planning Policy No.55 - Remediation of Land
- State Environmental Planning Policy No.64 - Advertising and Signage
- State Environmental Planning Policy No.65 - Design Quality of Residential Flat Development
- State Environmental Planning Policy No.70 - Affordable Housing (Revised Schemes)
- State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004  
State Environmental Planning Policy (Major Development) 2005  
State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007  
State Environmental Planning Policy (Infrastructure) 2007  
State Environmental Planning Policy (Rural Lands) 2008  
State Environmental Planning Policy (Affordable Rental Housing) 2009  
State Environmental Planning Policy (State and Regional Development) 2011  
State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017  
State Environmental Planning Policy (Primary Production and Rural Development) 2019  
State Environmental Planning Policy (Koala Habitat Protection) 2019

**SEPPs that apply specifically to this land:**

State Environment Planning Policy (Coastal Management) 2018 (Whole Lot)

State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017 applies to all or part of the land.

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

- Housing Code
- Rural Housing Code
- Low Rise Housing Diversity Code
- Greenfield Housing Code
- Inland Code
- Housing Alterations Code
- General Development code
- Commercial and Industrial Alterations code
- Commercial and Industrial (New Buildings and Additions Code)
- Container Recycling Facilities Code
- Subdivisions Code
- Demolition Code
- Fire Safety Code

The above Codes may apply subject to the development meeting the specific standards and land requirements identified in the Codes. Further information about how these Codes apply to the subject land can be found in Section 5 of this Certificate.

**Development Control Plans (DCP)**

The following DCPs apply to the land the subject of the Certificate:

No DCP Applies

**Other Prescribed Information****1. Minimum Land Dimensions**

There is no development standard applying to the land to fix minimum land dimensions for the erection of a dwelling house.

**2. Critical Habitat**

Council has received no advice that the land includes or comprises critical habitat.

**3. Conservation Area**

The land is not within a Conservation Area.

**4. Heritage Listing**

An item of environmental heritage is not situated on the land

#### 5. Complying Development

Complying Development under State Environmental planning policy (Exempt and Complying Development Codes) 2008 may not be carried out on the land (or part of the land) because of the provisions set out under clause 1.17A(1) (c) to (e), (2), (3) and (4), 1.18(1) (c3) and 1.19 of that Policy.

#### 6. Annual Charges for Coastal Protection Services under Local Government Act 1993

No annual charges for coastal protection services that relate to the land apply.

#### 7. Mine Subsidence

The land has not been proclaimed a mine subsidence district within the meaning of Section 15 of the Mine Subsidence Compensation Act 1961

#### 8. Road Widening and Road Realignment

The land is not affected by a road widening or realignment under Division 2 of Part 3 of the Roads Act 1993, or any Environmental Planning Instrument or by any Resolution of the Council.

#### 9. Council and Other Public Authority Policies on Hazard Risk Restrictions

This land has potential future exposure to coastal hazards associated with sea level rise. This advice is based on a study prepared by Council in September 2017 and reflects the best information available at the time. Council has an adopted Interim Coastal Hazards Adaptation Code (24 February 2015) that relates to potential future exposure to coastal hazards associated with sea level rise that may restrict development.

#### 10. Flood Related Development Controls Information

If the land or part of the land is within the flood planning area and subject to flood related development controls. Council considers that the land subject to this certificate is below the current 1:100 year flooding planning level.

#### 11. Land Reserved for Acquisition

There is no provision within the Eurobodalla Local Environmental Plans for the acquisition of the land by a public authority.

#### 12. Contribution Plans

The following Contribution plans apply to the land:

(For further information please make separate enquires with Council)

- 1) Development Contributions Plan 2000-2005 Eurobodalla Shire Council
- 2) S94A Levy Contributions Plan 2007
- 3) Planning Agreements Policy 2006
- 4) Local Infrastructure Contributions Plan 2012

#### 13. Biodiversity Certified Land

Council has received no advice that the land is Biodiversity Certified land under Part 8 of the Biodiversity Conservation Act 2016. Biodiversity certified land includes land certified under Part 7AA of the Threatened Species Conservation Act 1995.

#### 13a. Biodiversity Stewardship Sites

Council has received no advice that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016. Biodiversity stewardship agreements include biobanking agreements under Part 7A of the Threatened Species Conservation Act 1995.

#### 13b. Native Vegetation clearing set asides

Council has received no advice that the land contains a set aside area under section 60ZC of the Local Land Services Act 2013.

#### 14. Matters Arising under the Contaminated Land Management Act 1997

Council has received no advice that the land is subject to any matter under the Contaminated Land Management Act 1997

**15. Bushfire Prone Land**

The land is not bushfire prone land

**16. Property Vegetation Plans**

Council has received no advice that a Property Vegetation Plan under the Native Vegetation Act 2003 applies to the land.

**17. Orders under Trees (Disputes Between Neighbours) Act 2006**

Council has received no advice that the land is subject to an order.

**18. Directions under Part 3A**

Council has received no advice that the land is subject to an order or that a direction under Part 3A applies to the land.

**19. Site Compatibility Certificates and Conditions for Seniors Housing**

Council has received no advice that a site compatibility certificate under Clause 25 of State Environmental Planning Policy (Housing for seniors or People with a disability) 2004 applies to the land.

**20. Site Compatibility Certificates for Infrastructure**

Council has received no advice that a site compatibility certificate under Clause 19 of State Environmental Planning Policy (Infrastructure) 2007 applies to the land

**21. Site Compatibility Certificates and Conditions for Affordable Rental Housing**

Council has received no advice that a site compatibility certificate OR conditions for affordable rental housing have been imposed to a Development Application in respect of the land under clause 17(1) or 38(1) of State Environment Planning Policy (Affordable Rental Housing) 2009

**22. Loose-Fill Asbestos Insulation**

Council has received no advice that the land is identified on the Loose-Fill Asbestos Insulation Register.

**Please Note:**

This Council has made no inspection of the property for the purpose of this certificate.

Purchasers should satisfy themselves that there are no breaches of the Environmental Planning and Assessment Act 1979 in respect to the use or development of the property.

**ADDITIONAL POLICIES AND OR CODES THAT MAY APPLY TO THE LAND**

Eurobodalla Advertisement and Notification Code

Eurobodalla Footpath Trading Code

Eurobodalla Landscaping Code

Eurobodalla Parking and Access Code

Eurobodalla Safer by Design Code

Eurobodalla Signage Code

Eurobodalla Site Waste Minimisation and Management Code

Eurobodalla Soil and Water Management Code

Eurobodalla Tree Preservation Code

Design guidelines for rainwater tanks where an existing reticulated water supply exists

Moruya Floodplain Code

Interim Coastal Hazard Adaptation Code

Further information on these policies & strategies visit Council's website [www.esc.nsw.gov.au](http://www.esc.nsw.gov.au) or phone 4474 1000.

The National Parks and Wildlife Act 1974 provides protection to Aboriginal heritage objects and places on all land within New South Wales. Certain land within the Eurobodalla Shire may contain Aboriginal heritage that may have significance to the Aboriginal community. It may be advisable for potential purchasers of land to undertake appropriate searches to determine whether Aboriginal heritage objects or places have been previously recorded on that land.

Heritage NSW maintains a database of all previously recorded Aboriginal heritage objects and places called the Aboriginal Heritage Information Management System (AHIMS). You can check whether there are any previously recorded Aboriginal

heritage object and places by contacting the AHIMS Registrar at Heritage NSW on (02) 98738500 or by email [heritagemailbox@environment.nsw.gov.au](mailto:heritagemailbox@environment.nsw.gov.au).

If you require further information on this certificate please contact Council's  
Duty Development Team on 4474 1231



**Dr C Dale**  
**General Manager**

Disclaimer: Information supplied to support this documentation may have been derived from various third parties which is neither endorsed, supported or checked for accuracy or completeness by Eurobodalla Shire Council. The applicant should verify any reliance on information supplied by third parties. Eurobodalla Shire Council accepts no responsibility for any loss, damage, cost or expense incurred or arising by reason of any person using or relying on the third party information



# Land Information

Land No:	15259		
Property No:	905310	Property Type	Bowling Club Batemans Bay
Property Address	2 Vesper Street BATEMAN	Parish	Bateman
Town:	BATEMANS BAY	Locality	BATEMANS BAY
		Area	5166.050000 SqM
		Stormwater	Tourism

Legal Description	Lot 282 DP 755902	Water Meters	11H761658,11M026646
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## Planning Instruments

Eurobodalla Local Environmental Plan 2012  
RE2 Private Recreation  
Flooding - YES  
SEPP (Coastal Management) 2018 (Whole Lot)  
SEPP (Vegetation in Non-Rural Areas) 2017  
SEPP (Expt & Comp Dev Codes) 2008 - Env Sens Area  
SEPP (Exempt & Complying Development Codes) 2008  
Interim Coastal Hazard Adaptation Code - Yes  
Sec 64 - Water and Sewerage DSP may apply  
Operational Land  
Prop in Batemans Bay Town Centre Structure Plan  
Sec 94 - Development Contributions Plan  
RMS and Traffic Committee referral  
Traffic noise consideration for Developments  
ELEP 2012 CI 4.3 Max Height of Building = 8.5m  
Recreation Facilities

## Approvals

RAM ID	Full Description	Stage Decision	Date Determined
DA45/06	COMMERCIAL ALTERATIONS & INSTALLATION OF BOWLING GREEN LIGHTING	Approved;Approved	3/02/2006
DA488/10	SIGN INSTALLATION	Approved;Approved	4/02/2010
DA55/07	ALTERATIONS AND ADDITIONS TO BATEMANS BAY BOWLING CLUB	Approved;Approved	19/06/2007

DA695/01	PYLON SIGN & LIGHT BOX	Approved;Approved	20/04/2001
DAM55/07	MODIFICATION OF ALTERATIONS AND ADDITIONS TO BATEMANS BAY BOWLING CLUB - Car Parking Requirements	Approved;Approved	7/09/2011

## Heritage and Conservation

## DA History

ApplicationID		Date Determined	Completed Date
DA45/06	COMMERCIAL ALTERATIONS & INSTALLATION OF BOWLING GREEN LIGHTING	Approved;Approved	3/02/2006
DA488/10	SIGN INSTALLATION	Approved;Approved	4/02/2010
DA55/07	ALTERATIONS AND ADDITIONS TO BATEMANS BAY BOWLING CLUB	Approved;Approved	19/06/2007
DA695/01	PYLON SIGN & LIGHT BOX	Approved;Approved	20/04/2001

Disclaimer: This information is released by Eurobodalla Shire Council on the condition that the recipient of this document, or the reader of it, acknowledges that should they rely on any aspect of this document, they do so at their own risk and release Eurobodalla Shire Council of all liability and responsibility for any errors, omissions or inaccuracies contained within or arising from this information.

A Planning Certificate under Section 149 of the Environmental Planning and Assessment Act 1979 should be obtained to determine the statutory planning controls that apply to any parcel of land current on the date of issue of such Certificate.

# Eurobodalla Shire Council

## 10.7 Planning Certificate



SECTION 10.7 ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

Page 1 of 5

**Applicant:** Eurobodalla Shire Council  
leah.mills@esc.nsw.gov.au

Certificate No:	PL1231/22
Receipt No:	N/A
Date of Issue:	17 January 2022
Reference:	15228
Land ID:	15258

**Property Description:** 2 Vesper Street BATEMANS BAY NSW 2536  
Lot 283 DP 755902

### Section A: Advice provided in accordance with Section 10.7(2).

#### Local Environmental Plans (LEP) Zoning and Draft LEPs (including Planning Proposals)

The following LEPs, Zones and Draft Plans apply to the land the subject of the Certificate:

#### Eurobodalla Local Environmental Plan 2012 - **C2 Environmental Conservation**

*Current version for 28 October 2020*

##### 1 Objectives of zone

- To protect, manage and restore areas of high ecological, scientific, cultural or aesthetic values.
- To prevent development that could destroy, damage or otherwise have an adverse effect on those values.
- To identify sensitive coastal lakes, estuaries, wetlands, overland flow paths and riparian zones and those areas at risk from coastline hazards, including sea level rise.
- To protect and improve water quality.
- To protect and enhance the natural environment for recreation purposes.
- To manage items, places and landscapes of Aboriginal cultural heritage significance into the future in collaboration with the local Aboriginal community.

##### 2 Permitted without consent

Environmental protection works

##### 3 Permitted with consent

Boat sheds; Camping grounds; Environmental facilities; Oyster aquaculture Roads; Sewerage systems; Water recreation structures; Water supply systems

##### 4 Prohibited

Business premises; Hotel or motel accommodation; Industries; Multi dwelling housing; Pond-based aquaculture; Recreation facilities (major); Residential flat buildings; Restricted premises; Retail premises; Seniors housing; Service stations; Tank-based aquaculture; Warehouse or distribution centres; Any other development not specified in item 2 or 3

#### Eurobodalla Local Environmental Plan 2012 - **RE2 Private Recreation**

*Current version for 28 October 2020*

##### 1 Objectives of zone

- To enable land to be used for private open space or recreational purposes.
- To provide a range of recreational settings and activities and compatible land uses.
- To protect and enhance the natural environment for recreational purposes.
- To conserve the scenic and environmental resources of the land including the protection of environmental assets such as remnant vegetation, waterways and wetlands, and habitats for threatened species, populations and communities.

##### 2 Permitted without consent

Environmental protection works

##### 3 Permitted with consent

Airstrips; Aquaculture; Boat launching ramps; Boat sheds; Building identification signs; Business identification signs; Camping grounds; Caravan parks; Centre-based child care facilities; Charter and tourism boating facilities; Community facilities; Eco-tourist facilities; Emergency services facilities; Environmental facilities; Function centres; Helipads; Heliports; Information and education facilities; Jetties; Kiosks; Marinas; Markets; Mooring pens; Moorings; Passenger transport facilities; Recreation areas;

Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Respite day care centres; Roads; Sewerage systems; Water recreation structures; Water supply systems

#### 4 Prohibited

Any development not specified in item 2 or 3

#### State Environmental Planning Policies (SEPP) and Deemed State Environmental Planning Policies

##### SEPP's that apply on a Shire wide basis:

State Environmental Planning Policy No.1 - Development Standards  
 State Environmental Planning Policy No.21 - Caravan Parks  
 State Environmental Planning Policy No.32 - Urban Consolidation (Redevelopment of Urban Land)  
 State Environmental Planning Policy No.33 - Hazardous and Offensive Development  
 State Environmental Planning Policy No.36 - Manufactured Home Estates  
 State Environmental Planning Policy No.50 - Canal Estates  
 State Environmental Planning Policy No.55 - Remediation of Land  
 State Environmental Planning Policy No.64 - Advertising and Signage  
 State Environmental Planning Policy No.65 - Design Quality of Residential Flat Development  
 State Environmental Planning Policy No.70 - Affordable Housing (Revised Schemes)  
 State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004  
 State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004  
 State Environmental Planning Policy (Major Development) 2005  
 State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007  
 State Environmental Planning Policy (Infrastructure) 2007  
 State Environmental Planning Policy (Rural Lands) 2008  
 State Environmental Planning Policy (Affordable Rental Housing) 2009  
 State Environmental Planning Policy (State and Regional Development) 2011  
 State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017  
 State Environmental Planning Policy (Primary Production and Rural Development) 2019  
 State Environmental Planning Policy (Koala Habitat Protection) 2019

##### SEPPs that apply specifically to this land:

State Environment Planning Policy (Coastal Management) 2018 (Whole Lot)

State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017 applies to all or part of the land.

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

- Housing Code
- Rural Housing Code
- Low Rise Housing Diversity Code
- Greenfield Housing Code
- Inland Code
- Housing Alterations Code
- General Development code
- Commercial and Industrial Alterations code
- Commercial and Industrial (New Buildings and Additions Code)
- Container Recycling Facilities Code
- Subdivisions Code
- Demolition Code
- Fire Safety Code

The above Codes may apply subject to the development meeting the specific standards and land requirements identified in the Codes. Further information about how these Codes apply to the subject land can be found in Section 5 of this Certificate.

**Development Control Plans (DCP)**

The following DCPs apply to the land the subject of the Certificate:

No DCP Applies

**Other Prescribed Information****1. Minimum Land Dimensions**

There is no development standard applying to the land to fix minimum land dimensions for the erection of a dwelling house.

**2. Critical Habitat**

Council has received no advice that the land includes or comprises critical habitat.

**3. Conservation Area**

The land is not within a Conservation Area.

**4. Heritage Listing**

An item of environmental heritage is not situated on the land

**5. Complying Development**

Complying Development under State Environmental planning policy (Exempt and Complying Development Codes) 2008 may not be carried out on the land (or part of the land) because of the provisions set out under clause 1.17A(1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy.

**6. Annual Charges for Coastal Protection Services under Local Government Act 1993**

No annual charges for coastal protection services that relate to the land apply.

**7. Mine Subsidence**

The land has not been proclaimed a mine subsidence district within the meaning of Section 15 of the Mine Subsidence Compensation Act 1961

**8. Road Widening and Road Realignment**

The land is not affected by a road widening or realignment under Division 2 of Part 3 of the Roads Act 1993, or any Environmental Planning Instrument or by any Resolution of the Council.

**9. Council and Other Public Authority Policies on Hazard Risk Restrictions**

This land has potential future exposure to coastal hazards associated with sea level rise. This advice is based on a study prepared by Council in September 2017 and reflects the best information available at the time. Council has an adopted Interim Coastal Hazards Adaptation Code (24 February 2015) that relates to potential future exposure to coastal hazards associated with sea level rise that may restrict development.

**10. Flood Related Development Controls Information**

If the land or part of the land is within the flood planning area and subject to flood related development controls. Council considers that the land subject to this certificate is below the current 1:100 year flooding planning level.

**11. Land Reserved for Acquisition**

There is no provision within the Eurobodalla Local Environmental Plans for the acquisition of the land by a public authority.

**12. Contribution Plans**

The following Contribution plans apply to the land:

(For further information please make separate enquires with Council)

- 1) Development Contributions Plan 2000-2005 Eurobodalla Shire Council
- 2) S94A Levy Contributions Plan 2007
- 3) Planning Agreements Policy 2006
- 4) Local Infrastructure Contributions Plan 2012

### 13. Biodiversity Certified Land

Council has received no advice that the land is Biodiversity Certified land under Part 8 of the Biodiversity Conservation Act 2016. Biodiversity certified land includes land certified under Part 7AA of the Threatened Species Conservation Act 1995.

### 13a. Biodiversity Stewardship Sites

Council has received no advice that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016. Biodiversity stewardship agreements include biobanking agreements under Part 7A of the Threatened Species Conservation Act 1995.

### 13b. Native Vegetation clearing set asides

Council has received no advice that the land contains a set aside area under section 60ZC of the Local Land Services Act 2013.

### 14. Matters Arising under the Contaminated Land Management Act 1997

Council has received no advice that the land is subject to any matter under the Contaminated Land Management Act 1997

### 15. Bushfire Prone Land

The land is not bushfire prone land

### 16. Property Vegetation Plans

Council has received no advice that a Property Vegetation Plan under the Native Vegetation Act 2003 applies to the land.

### 17. Orders under Trees (Disputes Between Neighbours) Act 2006

Council has received no advice that the land is subject to an order.

### 18. Directions under Part 3A

Council has received no advice that the land is subject to an order or that a direction under Part 3A applies to the land.

### 19. Site Compatibility Certificates and Conditions for Seniors Housing

Council has received no advice that a site compatibility certificate under Clause 25 of State Environmental Planning Policy (Housing for seniors or People with a disability) 2004 applies to the land.

### 20. Site Compatibility Certificates for Infrastructure

Council has received no advice that a site compatibility certificate under Clause 19 of State Environmental Planning Policy (Infrastructure) 2007 applies to the land

### 21. Site Compatibility Certificates and Conditions for Affordable Rental Housing

Council has received no advice that a site compatibility certificate OR conditions for affordable rental housing have been imposed to a Development Application in respect of the land under clause 17(1) or 38(1) of State Environment Planning Policy (Affordable Rental Housing) 2009

### 22. Loose-Fill Asbestos Insulation

Council has received no advice that the land is identified on the Loose-Fill Asbestos Insulation Register.

### Please Note:

This Council has made no inspection of the property for the purpose of this certificate.

Purchasers should satisfy themselves that there are no breaches of the Environmental Planning and Assessment Act 1979 in respect to the use or development of the property.

### ADDITIONAL POLICIES AND OR CODES THAT MAY APPLY TO THE LAND



Eurobodalla Advertisement and Notification Code  
Eurobodalla Footpath Trading Code  
Eurobodalla Landscaping Code  
Eurobodalla Parking and Access Code  
Eurobodalla Safer by Design Code  
Eurobodalla Signage Code  
Eurobodalla Site Waste Minimisation and Management Code  
Eurobodalla Soil and Water Management Code  
Eurobodalla Tree Preservation Code  
Design guidelines for rainwater tanks where an existing reticulated water supply exists  
Moruya Floodplain Code  
Interim Coastal Hazard Adaptation Code

Further information on these policies & strategies visit Council's website [www.esc.nsw.gov.au](http://www.esc.nsw.gov.au) or phone 4474 1000.

The National Parks and Wildlife Act 1974 provides protection to Aboriginal heritage objects and places on all land within New South Wales. Certain land within the Eurobodalla Shire may contain Aboriginal heritage that may have significance to the Aboriginal community. It may be advisable for potential purchasers of land to undertake appropriate searches to determine whether Aboriginal heritage objects or places have been previously recorded on that land.

Heritage NSW maintains a database of all previously recorded Aboriginal heritage objects and places called the Aboriginal Heritage Information Management System (AHIMS). You can check whether there are any previously recorded Aboriginal heritage object and places by contacting the AHIMS Registrar at Heritage NSW on (02) 98738500 or by email [heritagemailbox@environment.nsw.gov.au](mailto:heritagemailbox@environment.nsw.gov.au).

If you require further information on this certificate please contact Council's  
Duty Development Team on 4474 1231



**Dr C Dale**  
**General Manager**

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# Land Information

Land No:	15258		
Property No:	905310	Property Type	Bowling Club Batemans Bay
Property Address	2 Vesper Street BATEMAN	Parish	Bateman
Town:	BATEMANS BAY	Locality	BATEMANS BAY
		Area	8194.880000 SqM
		Stormwater	Tourism

Legal Description	Lot 283 DP 755902	Water Meters	11H761658,11M026646
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## Planning Instruments

Eurobodalla Local Environmental Plan 2012  
RE2 Private Recreation  
E2 Environmental Conservation  
Flooding - YES  
SEPP (Coastal Management) 2018 (Whole Lot)  
SEPP (Vegetation in Non-Rural Areas) 2017  
SEPP (Expt & Comp Dev Codes) 2008 - Env Sens Area  
SEPP (Exempt & Complying Development Codes) 2008  
Interim Coastal Hazard Adaptation Code - Yes  
SEPP (Coastal Management) 2018 - Coastal Wetlands  
Sec 64 - Water and Sewerage DSP may apply  
Operational Land  
Prop in Batemans Bay Town Centre Structure Plan  
Sec 94 - Development Contributions Plan  
RMS and Traffic Committee referral  
Traffic noise consideration for Developments  
ELEP 2012 Cl 4.3 Max Height of Building = 8.5m  
Native Vegetation & Bio Corridors apply

## Approvals

RAM ID	Full Description	Stage Decision	Date Determined
DA251/18	Realignment and widening of the Princes Highway affecting part of SEPP 14 Wetland	Approved;Approved	14/05/2018

DA45/06	COMMERCIAL ALTERATIONS & INSTALLATION OF BOWLING GREEN LIGHTING	Approved;Approved	3/02/2006
DA55/07	ALTERATIONS AND ADDITIONS TO BATEMANS BAY BOWLING CLUB	Approved;Approved	19/06/2007
DA695/01	PYLON SIGN & LIGHT BOX	Approved;Approved	20/04/2001
DAM55/07	MODIFICATION OF ALTERATIONS AND ADDITIONS TO BATEMANS BAY BOWLING CLUB - Car Parking Requirements	Approved;Approved	7/09/2011

## Heritage and Conservation

### DA History

ApplicationID		Date Determined	Completed Date
DA251/18	Realignment and widening of the Princes Highway affecting part of SEPP 14 Wetland	Approved;Approved	14/05/2018
DA45/06	COMMERCIAL ALTERATIONS & INSTALLATION OF BOWLING GREEN LIGHTING	Approved;Approved	3/02/2006
DA55/07	ALTERATIONS AND ADDITIONS TO BATEMANS BAY BOWLING CLUB	Approved;Approved	19/06/2007
DA695/01	PYLON SIGN & LIGHT BOX	Approved;Approved	20/04/2001

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# Eurobodalla Shire Council

## 10.7 Planning Certificate



SECTION 10.7 ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

Page 1 of 5

**Applicant:** Eurobodalla Shire Council  
leah.mills@esc.nsw.gov.au

Certificate No:	PL1232/22
Receipt No:	N/A
Date of Issue:	17 January 2022
Reference:	23943
Land ID:	23943

**Property Description:** Vesper Street BATEMANS BAY NSW 2536  
Lot 299 DP 755902

### Section A: Advice provided in accordance with Section 10.7(2).

#### Local Environmental Plans (LEP) Zoning and Draft LEPs (including Planning Proposals)

The following LEPs, Zones and Draft Plans apply to the land the subject of the Certificate:

#### Eurobodalla Local Environmental Plan 2012 - **C2 Environmental Conservation**

*Current version for 28 October 2020*

##### 1 Objectives of zone

- To protect, manage and restore areas of high ecological, scientific, cultural or aesthetic values.
- To prevent development that could destroy, damage or otherwise have an adverse effect on those values.
- To identify sensitive coastal lakes, estuaries, wetlands, overland flow paths and riparian zones and those areas at risk from coastline hazards, including sea level rise.
- To protect and improve water quality.
- To protect and enhance the natural environment for recreation purposes.
- To manage items, places and landscapes of Aboriginal cultural heritage significance into the future in collaboration with the local Aboriginal community.

##### 2 Permitted without consent

Environmental protection works

##### 3 Permitted with consent

Boat sheds; Camping grounds; Environmental facilities; Oyster aquaculture Roads; Sewerage systems; Water recreation structures; Water supply systems

##### 4 Prohibited

Business premises; Hotel or motel accommodation; Industries; Multi dwelling housing; Pond-based aquaculture; Recreation facilities (major); Residential flat buildings; Restricted premises; Retail premises; Seniors housing; Service stations; Tank-based aquaculture; Warehouse or distribution centres; Any other development not specified in item 2 or 3

#### Eurobodalla Local Environmental Plan 2012 - **RE2 Private Recreation**

*Current version for 28 October 2020*

##### 1 Objectives of zone

- To enable land to be used for private open space or recreational purposes.
- To provide a range of recreational settings and activities and compatible land uses.
- To protect and enhance the natural environment for recreational purposes.
- To conserve the scenic and environmental resources of the land including the protection of environmental assets such as remnant vegetation, waterways and wetlands, and habitats for threatened species, populations and communities.

##### 2 Permitted without consent

Environmental protection works

##### 3 Permitted with consent

Airstrips; Aquaculture; Boat launching ramps; Boat sheds; Building identification signs; Business identification signs; Camping grounds; Caravan parks; Centre-based child care facilities; Charter and tourism boating facilities; Community facilities; Eco-tourist facilities; Emergency services facilities; Environmental facilities; Function centres; Helipads; Heliports; Information and education facilities; Jetties; Kiosks; Marinas; Markets; Mooring pens; Moorings; Passenger transport facilities; Recreation areas;

Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Respite day care centres; Roads; Sewerage systems; Water recreation structures; Water supply systems

#### 4 Prohibited

Any development not specified in item 2 or 3

#### State Environmental Planning Policies (SEPP) and Deemed State Environmental Planning Policies

##### SEPP's that apply on a Shire wide basis:

State Environmental Planning Policy No.1 - Development Standards  
 State Environmental Planning Policy No.21 - Caravan Parks  
 State Environmental Planning Policy No.32 - Urban Consolidation (Redevelopment of Urban Land)  
 State Environmental Planning Policy No.33 - Hazardous and Offensive Development  
 State Environmental Planning Policy No.36 - Manufactured Home Estates  
 State Environmental Planning Policy No.50 - Canal Estates  
 State Environmental Planning Policy No.55 - Remediation of Land  
 State Environmental Planning Policy No.64 - Advertising and Signage  
 State Environmental Planning Policy No.65 - Design Quality of Residential Flat Development  
 State Environmental Planning Policy No.70 - Affordable Housing (Revised Schemes)  
 State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004  
 State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004  
 State Environmental Planning Policy (Major Development) 2005  
 State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007  
 State Environmental Planning Policy (Infrastructure) 2007  
 State Environmental Planning Policy (Rural Lands) 2008  
 State Environmental Planning Policy (Affordable Rental Housing) 2009  
 State Environmental Planning Policy (State and Regional Development) 2011  
 State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017  
 State Environmental Planning Policy (Primary Production and Rural Development) 2019  
 State Environmental Planning Policy (Koala Habitat Protection) 2019

##### SEPPs that apply specifically to this land:

State Environment Planning Policy (Coastal Management) 2018 (Whole Lot)

State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017 applies to all or part of the land.

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

- Housing Code
- Rural Housing Code
- Low Rise Housing Diversity Code
- Greenfield Housing Code
- Inland Code
- Housing Alterations Code
- General Development code
- Commercial and Industrial Alterations code
- Commercial and Industrial (New Buildings and Additions Code)
- Container Recycling Facilities Code
- Subdivisions Code
- Demolition Code
- Fire Safety Code

The above Codes may apply subject to the development meeting the specific standards and land requirements identified in the Codes. Further information about how these Codes apply to the subject land can be found in Section 5 of this Certificate.



**Development Control Plans (DCP)**

The following DCPs apply to the land the subject of the Certificate:

No DCP Applies

**Other Prescribed Information****1. Minimum Land Dimensions**

There is no development standard applying to the land to fix minimum land dimensions for the erection of a dwelling house.

**2. Critical Habitat**

Council has received no advice that the land includes or comprises critical habitat.

**3. Conservation Area**

The land is not within a Conservation Area.

**4. Heritage Listing**

An item of environmental heritage is not situated on the land

**5. Complying Development**

Complying Development under State Environmental planning policy (Exempt and Complying Development Codes) 2008 may not be carried out on the land (or part of the land) because of the provisions set out under clause 1.17A(1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy.

**6. Annual Charges for Coastal Protection Services under Local Government Act 1993**

No annual charges for coastal protection services that relate to the land apply.

**7. Mine Subsidence**

The land has not been proclaimed a mine subsidence district within the meaning of Section 15 of the Mine Subsidence Compensation Act 1961

**8. Road Widening and Road Realignment**

The land is not affected by a road widening or realignment under Division 2 of Part 3 of the Roads Act 1993, or any Environmental Planning Instrument or by any Resolution of the Council.

**9. Council and Other Public Authority Policies on Hazard Risk Restrictions**

This land has potential future exposure to coastal hazards associated with sea level rise. This advice is based on a study prepared by Council in September 2017 and reflects the best information available at the time. Council has an adopted Interim Coastal Hazards Adaptation Code (24 February 2015) that relates to potential future exposure to coastal hazards associated with sea level rise that may restrict development.

**10. Flood Related Development Controls Information**

If the land or part of the land is within the flood planning area and subject to flood related development controls. Council considers that the land subject to this certificate is below the current 1:100 year flooding planning level.

**11. Land Reserved for Acquisition**

There is no provision within the Eurobodalla Local Environmental Plans for the acquisition of the land by a public authority.

**12. Contribution Plans**

The following Contribution plans apply to the land:

(For further information please make separate enquires with Council)

- 1) Development Contributions Plan 2000-2005 Eurobodalla Shire Council
- 2) S94A Levy Contributions Plan 2007
- 3) Planning Agreements Policy 2006
- 4) Local Infrastructure Contributions Plan 2012

### 13. Biodiversity Certified Land

Council has received no advice that the land is Biodiversity Certified land under Part 8 of the Biodiversity Conservation Act 2016. Biodiversity certified land includes land certified under Part 7AA of the Threatened Species Conservation Act 1995.

### 13a. Biodiversity Stewardship Sites

Council has received no advice that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016. Biodiversity stewardship agreements include biobanking agreements under Part 7A of the Threatened Species Conservation Act 1995.

### 13b. Native Vegetation clearing set asides

Council has received no advice that the land contains a set aside area under section 60ZC of the Local Land Services Act 2013.

### 14. Matters Arising under the Contaminated Land Management Act 1997

Council has received no advice that the land is subject to any matter under the Contaminated Land Management Act 1997

### 15. Bushfire Prone Land

The land is not bushfire prone land

### 16. Property Vegetation Plans

Council has received no advice that a Property Vegetation Plan under the Native Vegetation Act 2003 applies to the land.

### 17. Orders under Trees (Disputes Between Neighbours) Act 2006

Council has received no advice that the land is subject to an order.

### 18. Directions under Part 3A

Council has received no advice that the land is subject to an order or that a direction under Part 3A applies to the land.

### 19. Site Compatibility Certificates and Conditions for Seniors Housing

Council has received no advice that a site compatibility certificate under Clause 25 of State Environmental Planning Policy (Housing for seniors or People with a disability) 2004 applies to the land.

### 20. Site Compatibility Certificates for Infrastructure

Council has received no advice that a site compatibility certificate under Clause 19 of State Environmental Planning Policy (Infrastructure) 2007 applies to the land

### 21. Site Compatibility Certificates and Conditions for Affordable Rental Housing

Council has received no advice that a site compatibility certificate OR conditions for affordable rental housing have been imposed to a Development Application in respect of the land under clause 17(1) or 38(1) of State Environment Planning Policy (Affordable Rental Housing) 2009

### 22. Loose-Fill Asbestos Insulation

Council has received no advice that the land is identified on the Loose-Fill Asbestos Insulation Register.

### Please Note:

This Council has made no inspection of the property for the purpose of this certificate.

Purchasers should satisfy themselves that there are no breaches of the Environmental Planning and Assessment Act 1979 in respect to the use or development of the property.

### ADDITIONAL POLICIES AND OR CODES THAT MAY APPLY TO THE LAND

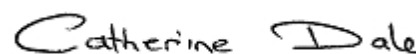
Eurobodalla Advertisement and Notification Code  
Eurobodalla Footpath Trading Code  
Eurobodalla Landscaping Code  
Eurobodalla Parking and Access Code  
Eurobodalla Safer by Design Code  
Eurobodalla Signage Code  
Eurobodalla Site Waste Minimisation and Management Code  
Eurobodalla Soil and Water Management Code  
Eurobodalla Tree Preservation Code  
Design guidelines for rainwater tanks where an existing reticulated water supply exists  
Moruya Floodplain Code  
Interim Coastal Hazard Adaptation Code

Further information on these policies & strategies visit Council's website [www.esc.nsw.gov.au](http://www.esc.nsw.gov.au) or phone 4474 1000.

The National Parks and Wildlife Act 1974 provides protection to Aboriginal heritage objects and places on all land within New South Wales. Certain land within the Eurobodalla Shire may contain Aboriginal heritage that may have significance to the Aboriginal community. It may be advisable for potential purchasers of land to undertake appropriate searches to determine whether Aboriginal heritage objects or places have been previously recorded on that land.

Heritage NSW maintains a database of all previously recorded Aboriginal heritage objects and places called the Aboriginal Heritage Information Management System (AHIMS). You can check whether there are any previously recorded Aboriginal heritage object and places by contacting the AHIMS Registrar at Heritage NSW on (02) 98738500 or by email [heritagemailbox@environment.nsw.gov.au](mailto:heritagemailbox@environment.nsw.gov.au).

If you require further information on this certificate please contact Council's  
Duty Development Team on 4474 1231



**Dr C Dale**  
**General Manager**

Disclaimer: Information supplied to support this documentation may have been derived from various third parties which is neither endorsed, supported or checked for accuracy or completeness by Eurobodalla Shire Council. The applicant should verify any reliance on information supplied by third parties. Eurobodalla Shire Council accepts no responsibility for any loss, damage, cost or expense incurred or arising by reason of any person using or relying on the third party information

# Land Information

Land No:	23943		
Property No:	905310	Property Type	Bowling Club Batemans Bay
Property Address	2 Vesper Street BATEMAN	Parish	Bateman
Town:	BATEMANS BAY	Locality	BATEMANS BAY
		Area	369.000000 SqM
		Stormwater	Undefined

Legal Description

Lot 299 DP 755902

Water Meters

11H761658,11M026646

## Planning Instruments

Eurobodalla Local Environmental Plan 2012  
RE2 Private Recreation  
E2 Environmental Conservation  
Flooding - YES  
SEPP (Coastal Management) 2018 (Whole Lot)  
SEPP (Vegetation in Non-Rural Areas) 2017  
SEPP (Expt & Comp Dev Codes) 2008 - Env Sens Area  
SEPP (Exempt & Complying Development Codes) 2008  
Interim Coastal Hazard Adaptation Code - Yes  
SEPP (Coastal Management) 2018 - Coastal Wetlands  
Operational Land  
Prop in Batemans Bay Town Centre Structure Plan  
Sec 94 - Development Contributions Plan  
ELEP 2012 Cl 4.3 Max Height of Building = 8.5m  
Recreation Facilities  
Native Vegetation & Bio Corridors apply

## Approvals

RAM ID	Full Description	Stage Decision	Date Determined
DA251/18	Realignment and widening of the Princes Highway affecting part of SEPP 14 Wetland	Approved;Approved	14/05/2018

# Heritage and Conservation

## DA History

ApplicationID		Date Determined	Completed Date
DA251/18	Realignment and widening of the Princes Highway affecting part of SEPP 14 Wetland	Approved;Approved	14/05/2018

Disclaimer: This information is released by Eurobodalla Shire Council on the condition that the recipient of this document, or the reader of it, acknowledges that should they rely on any aspect of this document, they do so at their own risk and release Eurobodalla Shire Council of all liability and responsibility for any errors, omissions or inaccuracies contained within or arising from this information.

A Planning Certificate under Section 149 of the Environmental Planning and Assessment Act 1979 should be obtained to determine the statutory planning controls that apply to any parcel of land current on the date of issue of such Certificate.

# Eurobodalla Shire Council

## 10.7 Planning Certificate



SECTION 10.7 ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

Page 1 of 5

**Applicant:** Eurobodalla Shire Council  
leah.mills@esc.nsw.gov.au

Certificate No:	PL1233/22
Receipt No:	N/A
Date of Issue:	17 January 2022
Reference:	23944
Land ID:	23944

**Property Description:** Vesper Street BATEMANS BAY NSW 2536  
Lot 304 DP 257116

### Section A: Advice provided in accordance with Section 10.7(2).

#### Local Environmental Plans (LEP) Zoning and Draft LEPs (including Planning Proposals)

The following LEPs, Zones and Draft Plans apply to the land the subject of the Certificate:

#### Eurobodalla Local Environmental Plan 2012 - C2 Environmental Conservation

*Current version for 28 October 2020*

##### 1 Objectives of zone

- To protect, manage and restore areas of high ecological, scientific, cultural or aesthetic values.
- To prevent development that could destroy, damage or otherwise have an adverse effect on those values.
- To identify sensitive coastal lakes, estuaries, wetlands, overland flow paths and riparian zones and those areas at risk from coastline hazards, including sea level rise.
- To protect and improve water quality.
- To protect and enhance the natural environment for recreation purposes.
- To manage items, places and landscapes of Aboriginal cultural heritage significance into the future in collaboration with the local Aboriginal community.

##### 2 Permitted without consent

Environmental protection works

##### 3 Permitted with consent

Boat sheds; Camping grounds; Environmental facilities; Oyster aquaculture Roads; Sewerage systems; Water recreation structures; Water supply systems

##### 4 Prohibited

Business premises; Hotel or motel accommodation; Industries; Multi dwelling housing; Pond-based aquaculture; Recreation facilities (major); Residential flat buildings; Restricted premises; Retail premises; Seniors housing; Service stations; Tank-based aquaculture; Warehouse or distribution centres; Any other development not specified in item 2 or 3

#### State Environmental Planning Policies (SEPP) and Deemed State Environmental Planning Policies

##### SEPP's that apply on a Shire wide basis:

- State Environmental Planning Policy No.1 - Development Standards
- State Environmental Planning Policy No.21 - Caravan Parks
- State Environmental Planning Policy No.32 - Urban Consolidation (Redevelopment of Urban Land)
- State Environmental Planning Policy No.33 - Hazardous and Offensive Development
- State Environmental Planning Policy No.36 - Manufactured Home Estates
- State Environmental Planning Policy No.50 - Canal Estates
- State Environmental Planning Policy No.55 - Remediation of Land
- State Environmental Planning Policy No.64 - Advertising and Signage
- State Environmental Planning Policy No.65 - Design Quality of Residential Flat Development
- State Environmental Planning Policy No.70 - Affordable Housing (Revised Schemes)

State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004  
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004  
State Environmental Planning Policy (Major Development) 2005  
State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007  
State Environmental Planning Policy (Infrastructure) 2007  
State Environmental Planning Policy (Rural Lands) 2008  
State Environmental Planning Policy (Affordable Rental Housing) 2009  
State Environmental Planning Policy (State and Regional Development) 2011  
State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017  
State Environmental Planning Policy (Primary Production and Rural Development) 2019  
State Environmental Planning Policy (Koala Habitat Protection) 2019

**SEPPs that apply specifically to this land:**

State Environment Planning Policy (Coastal Management) 2018 (Whole Lot)

State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017 applies to all or part of the land.

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

- Housing Code
- Rural Housing Code
- Low Rise Housing Diversity Code
- Greenfield Housing Code
- Inland Code
- Housing Alterations Code
- General Development code
- Commercial and Industrial Alterations code
- Commercial and Industrial (New Buildings and Additions Code)
- Container Recycling Facilities Code
- Subdivisions Code
- Demolition Code
- Fire Safety Code

The above Codes may apply subject to the development meeting the specific standards and land requirements identified in the Codes. Further information about how these Codes apply to the subject land can be found in Section 5 of this Certificate.

**Development Control Plans (DCP)**

The following DCPs apply to the land the subject of the Certificate:

No DCP Applies

**Other Prescribed Information****1. Minimum Land Dimensions**

There is no development standard applying to the land to fix minimum land dimensions for the erection of a dwelling house.

**2. Critical Habitat**

Council has received no advice that the land includes or comprises critical habitat.

**3. Conservation Area**

The land is not within a Conservation Area.



**4. Heritage Listing**

An item of environmental heritage is not situated on the land

**5. Complying Development**

Complying Development under State Environmental planning policy (Exempt and Complying Development Codes) 2008 may not be carried out on the land (or part of the land) because of the provisions set out under clause 1.17A(1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy.

The land (or part) is identified on an Acid Sulfate Soils Map as class 1 or 2. Complying Development under State Environmental Planning Policy (Exempt & Complying Development Codes) 2008 (General Housing Code, Rural Housing Code and Commercial and Industrial New Buildings and Additions Code) may not be carried out on the land (or part of the land) because of the provisions of clause 1.19 of that Policy, as the land (or part of the land) is identified on an acid sulfates soils map as class 1 or 2.

Complying development under the above mentioned Codes may be carried out on any part of the land not so identified.

Complying development may be carried out on the land under Codes not mentioned above.

**6. Annual Charges for Coastal Protection Services under Local Government Act 1993**

No annual charges for coastal protection services that relate to the land apply.

**7. Mine Subsidence**

The land has not been proclaimed a mine subsidence district within the meaning of Section 15 of the Mine Subsidence Compensation Act 1961

**8. Road Widening and Road Realignment**

The land is not affected by a road widening or realignment under Division 2 of Part 3 of the Roads Act 1993, or any Environmental Planning Instrument or by any Resolution of the Council.

**9. Council and Other Public Authority Policies on Hazard Risk Restrictions**

This land has potential future exposure to coastal hazards associated with sea level rise. This advice is based on a study prepared by Council in September 2017 and reflects the best information available at the time. Council has an adopted Interim Coastal Hazards Adaptation Code (24 February 2015) that relates to potential future exposure to coastal hazards associated with sea level rise that may restrict development.

The land is identified as Acid Sulfate Soils Class 1 or 2. Clause 6.3 of the Eurobodalla Local Environmental Plan 2012 applies.

**10. Flood Related Development Controls Information**

If the land or part of the land is within the flood planning area and subject to flood related development controls. Council considers that the land subject to this certificate is below the current 1:100 year flooding planning level.

**11. Land Reserved for Acquisition**

There is no provision within the Eurobodalla Local Environmental Plans for the acquisition of the land by a public authority.

**12. Contribution Plans**

The following Contribution plans apply to the land:

(For further information please make separate enquires with Council)

- 1) Development Contributions Plan 2000-2005 Eurobodalla Shire Council
- 2) S94A Levy Contributions Plan 2007
- 3) Planning Agreements Policy 2006
- 4) Local Infrastructure Contributions Plan 2012

**13. Biodiversity Certified Land**

Council has received no advice that the land is Biodiversity Certified land under Part 8 of the Biodiversity Conservation Act 2016. Biodiversity certified land includes land certified under Part 7AA of the Threatened Species Conservation Act 1995.

**13a. Biodiversity Stewardship Sites**

Council has received no advice that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016. Biodiversity stewardship agreements include biobanking agreements under Part 7A of the Threatened Species Conservation Act 1995.

**13b. Native Vegetation clearing set asides**

Council has received no advice that the land contains a set aside area under section 60ZC of the Local Land Services Act 2013.

**14. Matters Arising under the Contaminated Land Management Act 1997**

Council has received no advice that the land is subject to any matter under the Contaminated Land Management Act 1997

**15. Bushfire Prone Land**

The land is not bushfire prone land

**16. Property Vegetation Plans**

Council has received no advice that a Property Vegetation Plan under the Native Vegetation Act 2003 applies to the land.

**17. Orders under Trees (Disputes Between Neighbours) Act 2006**

Council has received no advice that the land is subject to an order.

**18. Directions under Part 3A**

Council has received no advice that the land is subject to an order or that a direction under Part 3A applies to the land.

**19. Site Compatibility Certificates and Conditions for Seniors Housing**

Council has received no advice that a site compatibility certificate under Clause 25 of State Environmental Planning Policy (Housing for seniors or People with a disability) 2004 applies to the land.

**20. Site Compatibility Certificates for Infrastructure**

Council has received no advice that a site compatibility certificate under Clause 19 of State Environmental Planning Policy (Infrastructure) 2007 applies to the land

**21. Site Compatibility Certificates and Conditions for Affordable Rental Housing**

Council has received no advice that a site compatibility certificate OR conditions for affordable rental housing have been imposed to a Development Application in respect of the land under clause 17(1) or 38(1) of State Environment Planning Policy (Affordable Rental Housing) 2009

**22. Loose-Fill Asbestos Insulation**

Council has received no advice that the land is identified on the Loose-Fill Asbestos Insulation Register.

**Please Note:**

This Council has made no inspection of the property for the purpose of this certificate.

Purchasers should satisfy themselves that there are no breaches of the Environmental Planning and Assessment Act 1979 in respect to the use or development of the property.

**ADDITIONAL POLICIES AND OR CODES THAT MAY APPLY TO THE LAND**

Eurobodalla Advertisement and Notification Code

Eurobodalla Footpath Trading Code

Eurobodalla Landscaping Code

Eurobodalla Parking and Access Code

Eurobodalla Safer by Design Code

Eurobodalla Signage Code

Eurobodalla Site Waste Minimisation and Management Code

Eurobodalla Soil and Water Management Code  
Eurobodalla Tree Preservation Code  
Design guidelines for rainwater tanks where an existing reticulated water supply exists  
Moruya Floodplain Code  
Interim Coastal Hazard Adaptation Code

Further information on these policies & strategies visit Council's website [www.esc.nsw.gov.au](http://www.esc.nsw.gov.au) or phone 4474 1000.

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If you require further information on this certificate please contact Council's  
Duty Development Team on 4474 1231



**Dr C Dale**  
**General Manager**

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# Land Information

Land No:	23944		
Property No:	905310	Property Type	Bowling Club Batemans Bay
Property Address	2 Vesper Street BATEMAN	Parish	Bateman
Town:	BATEMANS BAY	Locality	BATEMANS BAY
		Area	333.100000 SqM
		Stormwater	Undefined

Legal Description	Lot 304 DP 257116	Water Meters	11H761658,11M026646
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## Planning Instruments

Eurobodalla Local Environmental Plan 2012  
E2 Environmental Conservation  
Flooding - YES  
SEPP (Coastal Management) 2018 (Whole Lot)  
SEPP (Vegetation in Non-Rural Areas) 2017  
SEPP (Expt & Comp Dev Codes) 2008 - Env Sens Area  
SEPP (Exempt & Complying Development Codes) 2008  
SEPP (Exp & Comp Dev Codes) 2008 - CI 1 or 2 ASS  
Interim Coastal Hazard Adaptation Code - Yes  
SEPP (Coastal Management) 2018 - Coastal Wetlands  
Operational Land  
Prop in Batemans Bay Town Centre Structure Plan  
Sec 94 - Development Contributions Plan  
Acid Sulfate Soils Class 1 or 2  
ELEP 2012 CI 4.1 Min Lot Size = 1000ha applies  
Recreation Facilities  
Native Vegetation & Bio Corridors apply

## Approvals

RAM ID	Full Description	Stage Decision	Date Determined
DA251/18	Realignment and widening of the Princes Highway affecting part of SEPP 14 Wetland	Approved;Approved	14/05/2018

## Heritage and Conservation

# DA History

ApplicationID		Date Determined	Completed Date
DA251/18	Realignment and widening of the Princes Highway affecting part of SEPP 14 Wetland	Approved;Approved	14/05/2018
<div><p>Disclaimer: This information is released by Eurobodalla Shire Council on the condition that the recipient of this document, or the reader of it, acknowledges that should they rely on any aspect of this document, they do so at their own risk and release Eurobodalla Shire Council of all liability and responsibility for any errors, omissions or inaccuracies contained within or arising from this information.</p><p>A Planning Certificate under Section 149 of the Environmental Planning and Assessment Act 1979 should be obtained to determine the statutory planning controls that apply to any parcel of land current on the date of issue of such Certificate.</p></div>			

Our Reference: XD0675/22

Your Reference: 15259

19 January 2022

Eurobodalla Shire Council  
PO Box 99  
MORUYA NSW 2537  
[Leah.Mills@esc.nsw.gov.au](mailto:Leah.Mills@esc.nsw.gov.au)

Dear Sir/Madam

**Sewer Mains Diagram – Lot 282 DP 755902 - Vesper Street, BATEMANS BAY**

We wish to advise that, while the abovementioned property is in a sewered area, this specific Lot is not connected to our reticulated mains. The enclosed diagram confirms the unavailability of reticulated mains sewer at this property.

If you have also requested an *Internal Service Drainage Diagram*, please note that it will be issued separately, and further information can be obtained by phoning 4474 7444.

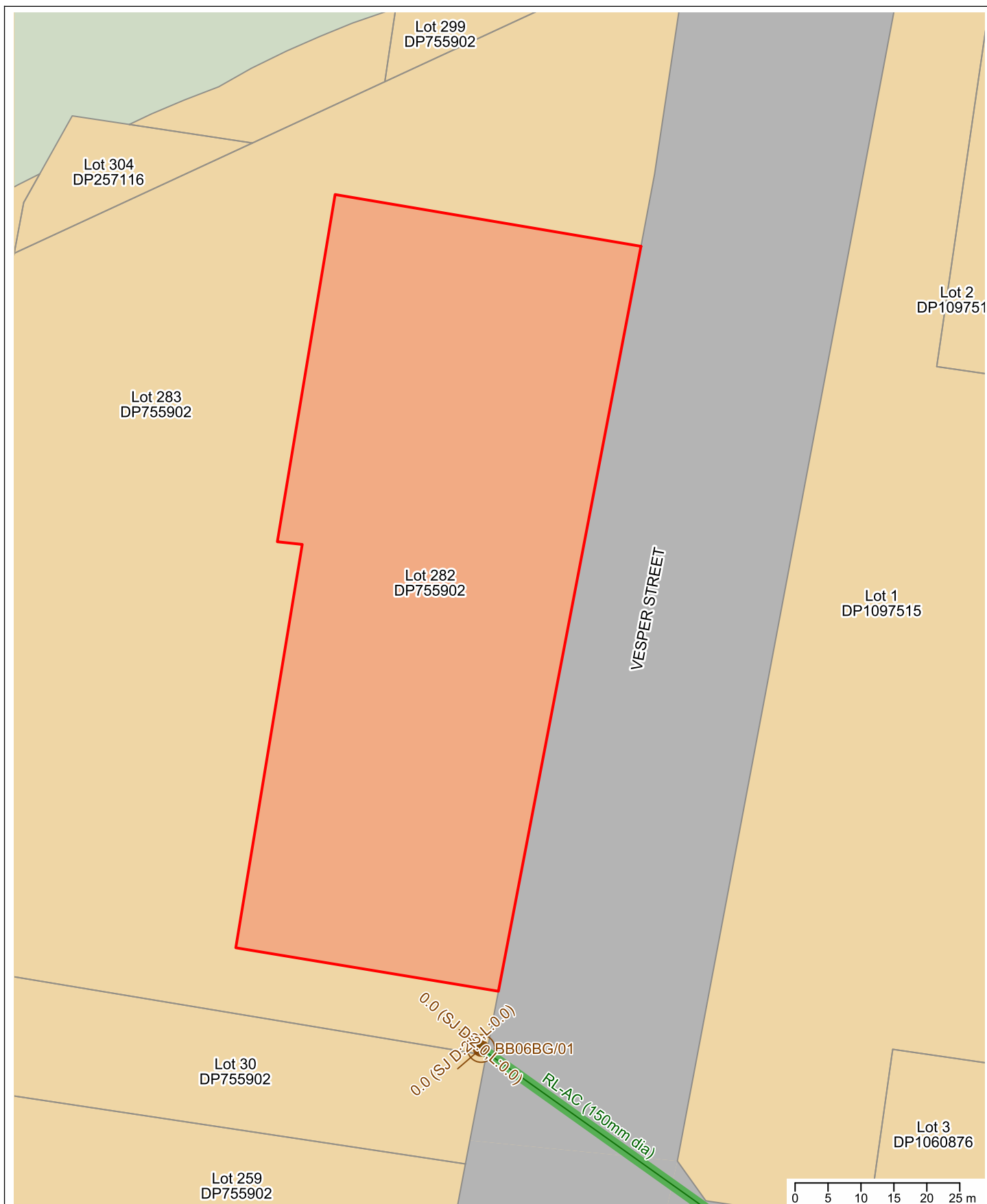
If I can help you with any further information, please phone me on 4474 7366.



Yours sincerely

Matt Cormick  
**Infrastructure Support Officer**

Encl

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	<b>Sewer Mains Diagram – Lot 282 DP 755902 - Vesper Street, BATEMANS BAY</b>	Printed By Matt Cormick On 19/01/2022	
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Our Reference: XD0676/22  
Your Reference: 15258

19 January 2022

Eurobodalla Shire Council  
PO Box 99  
MORUYA NSW 2537  
[leah.mills@esc.nsw.gov.au](mailto:leah.mills@esc.nsw.gov.au)

Dear Sir/Madam

**Sewer Mains Diagram – Lot 283 DP 755902 - 2 Vesper Street, BATEMANS BAY**

Please find attached, a diagram showing the approximate position of Council's sewer main in relation to the above property.

The diagram has been compiled on the best available information and must be taken as a guide only. The exact location can only be determined by excavation on site.

If you have also requested an *Internal Service Drainage Diagram*, please note that it will be issued separately, and further information can be obtained by phoning 4474 7444.

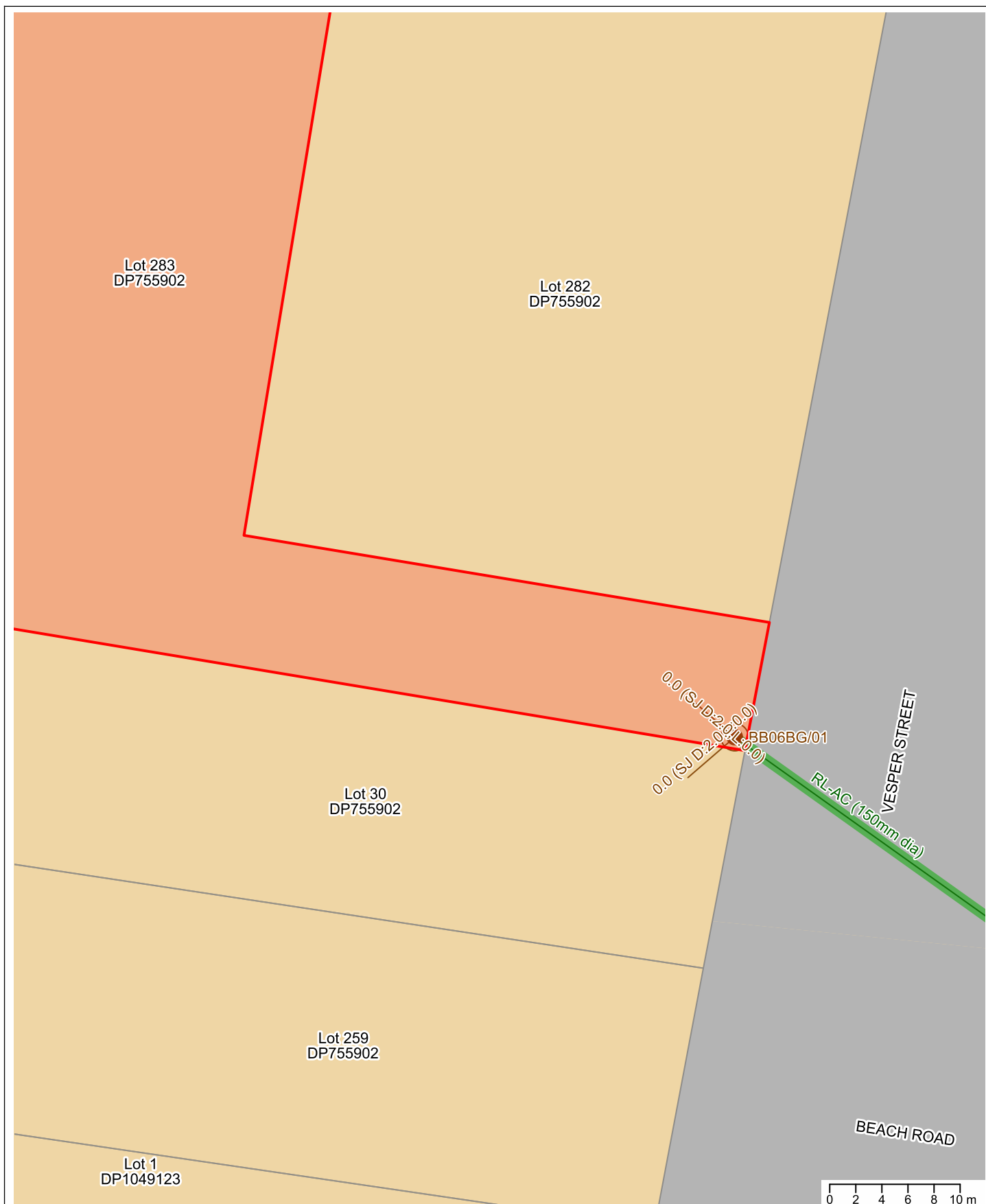
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Yours sincerely

Matt Cormick  
**Infrastructure Support Officer**

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**Sewer Mains Diagram – Lot 283 DP  
755902 - 2 Vesper Street, BATEMANS  
BAY**

Printed By Matt Cormick  
On 19/01/2022

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Scale 1:400 at A4





**Sewer Mains Diagram – Lot 283 DP  
755902 - 2 Vesper Street, BATEMANS  
BAY**

Printed By Matt Cormick  
On 19/01/2022

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Scale 1:1000 at A4



Our Reference: XD0677/22

Your Reference: 23943

19 January 2022

Eurobodalla Shire Council  
PO Box 99  
MORUYA NSW 2537  
[Leah.Mills@esc.nsw.gov.au](mailto:Leah.Mills@esc.nsw.gov.au)

Dear Sir/Madam

**Sewer Mains Diagram – Lot 299 DP 755902 - Vesper Street, BATEMANS BAY**

We wish to advise that, while the abovementioned property is in a sewered area, this specific Lot is not connected to our reticulated mains. The enclosed diagram confirms the unavailability of reticulated mains sewer at this property.

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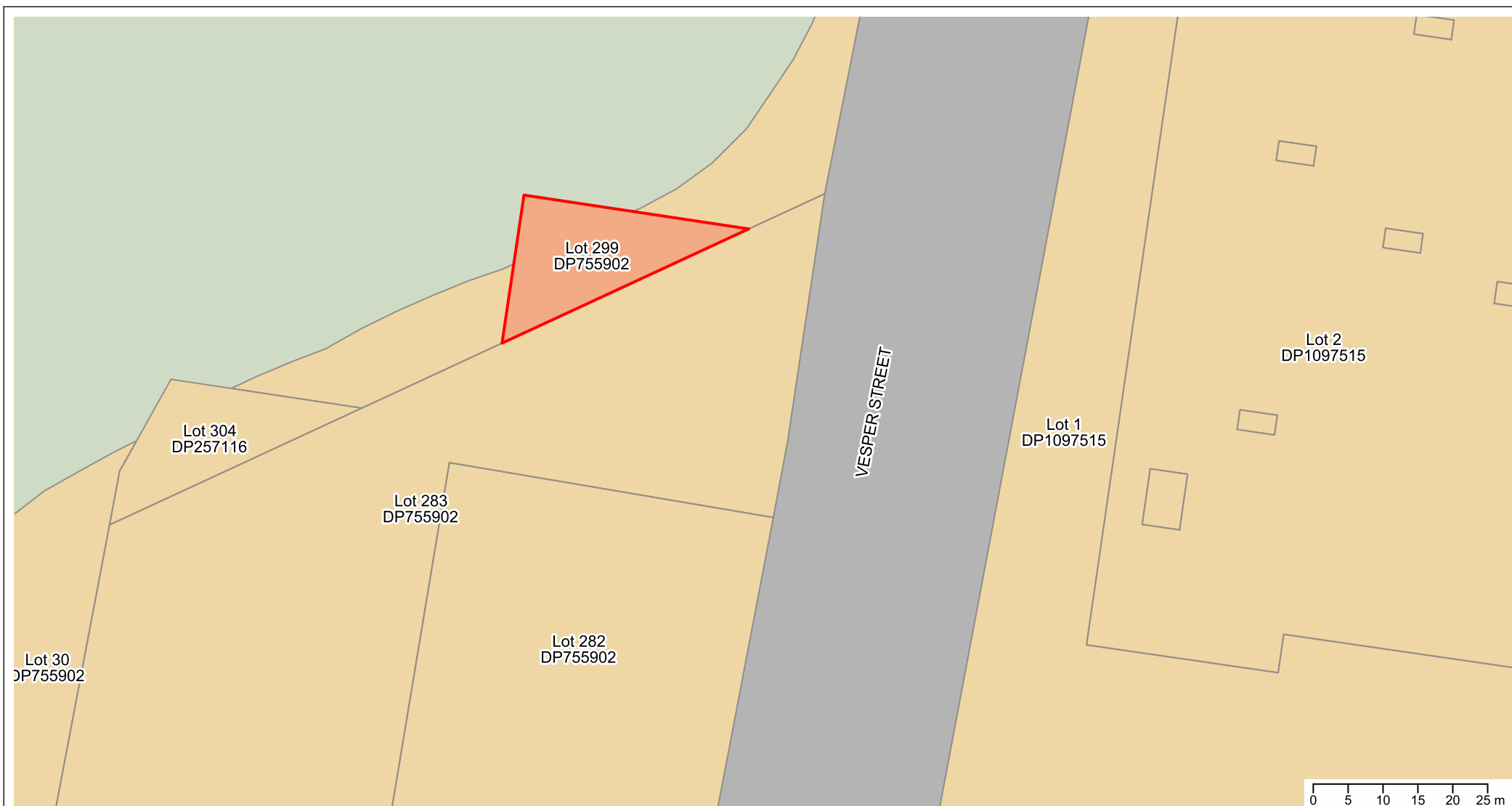
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Yours sincerely

Matt Cormick  
**Infrastructure Support Officer**

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## Sewer Mains Diagram – Lot 299 DP 755902 - Vesper Street, BATEMANS BAY

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On 19/01/2022

Scale 1:800 at A4



Our Reference: XD0678/22

Your Reference: 23944

19 January 2022

Eurobodalla Shire Council  
PO Box 99  
MORUYA NSW 2537  
[Leah.Mills@esc.nsw.gov.au](mailto:Leah.Mills@esc.nsw.gov.au)

Dear Sir/Madam

**Sewer Mains Diagram – Lot 304 DP 257116 - Vesper Street, BATEMANS BAY**

We wish to advise that, while the abovementioned property is in a sewered area, this specific Lot is not connected to our reticulated mains. The enclosed diagram confirms the unavailability of reticulated mains sewer at this property.

If you have also requested an *Internal Service Drainage Diagram*, please note that it will be issued separately, and further information can be obtained by phoning 4474 7444.

If I can help you with any further information, please phone me on 4474 7366.

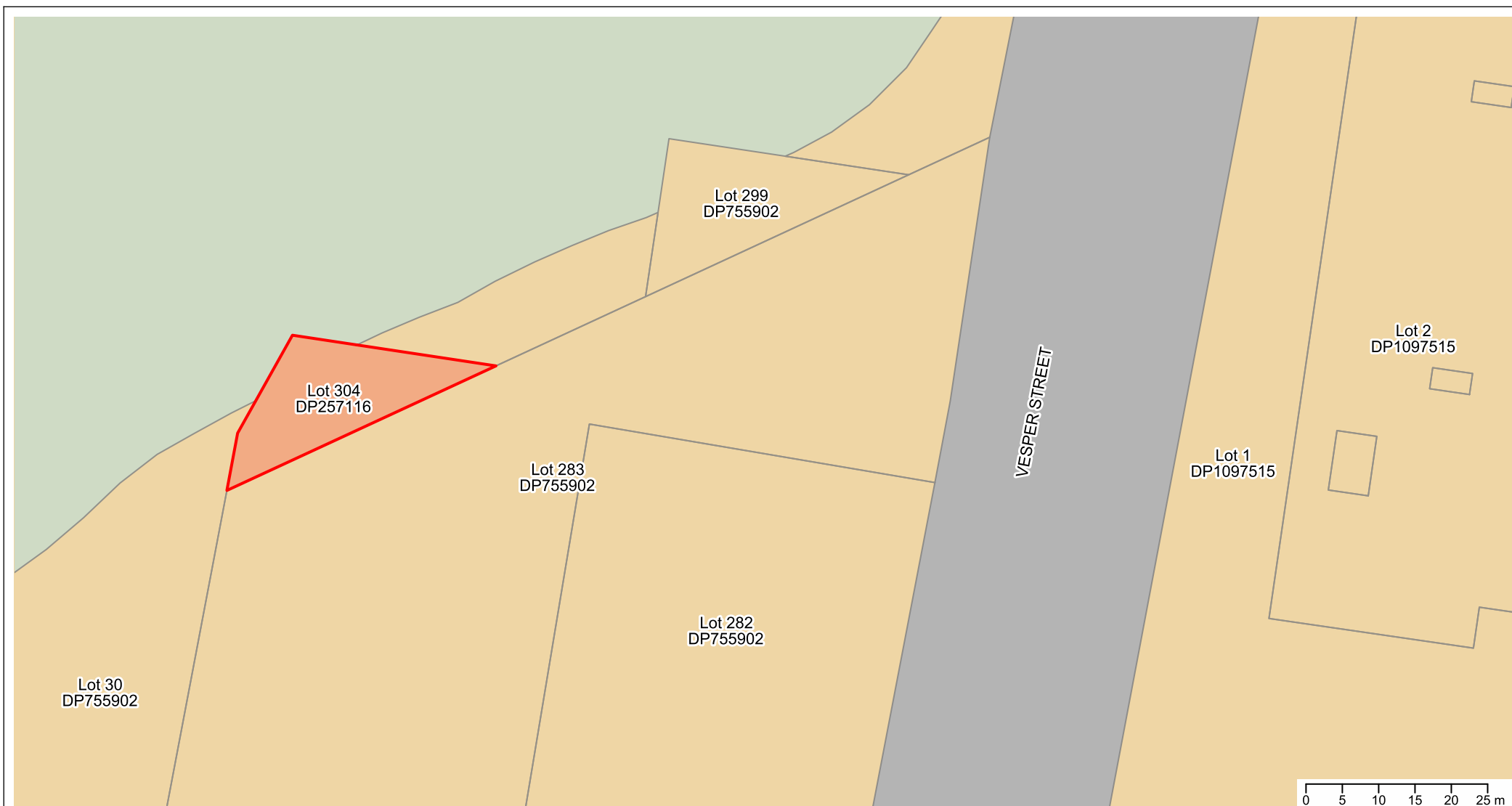
Yours sincerely

Matt Cormick  
**Infrastructure Support Officer**

Encl

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## Sewer Mains Diagram – Lot 304 DP 257116 - Vesper Street, BATEMANS BAY

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Printed By Matt Cormick  
On 19/01/2022

Scale 1:750 at A4





## DIAGRAM OF SANITARY DRAINAGE

LOT \_\_\_\_\_ STREET PRINCLES H/way LOCALITY B/BM

OWNER B/BM BOWLING CLUB

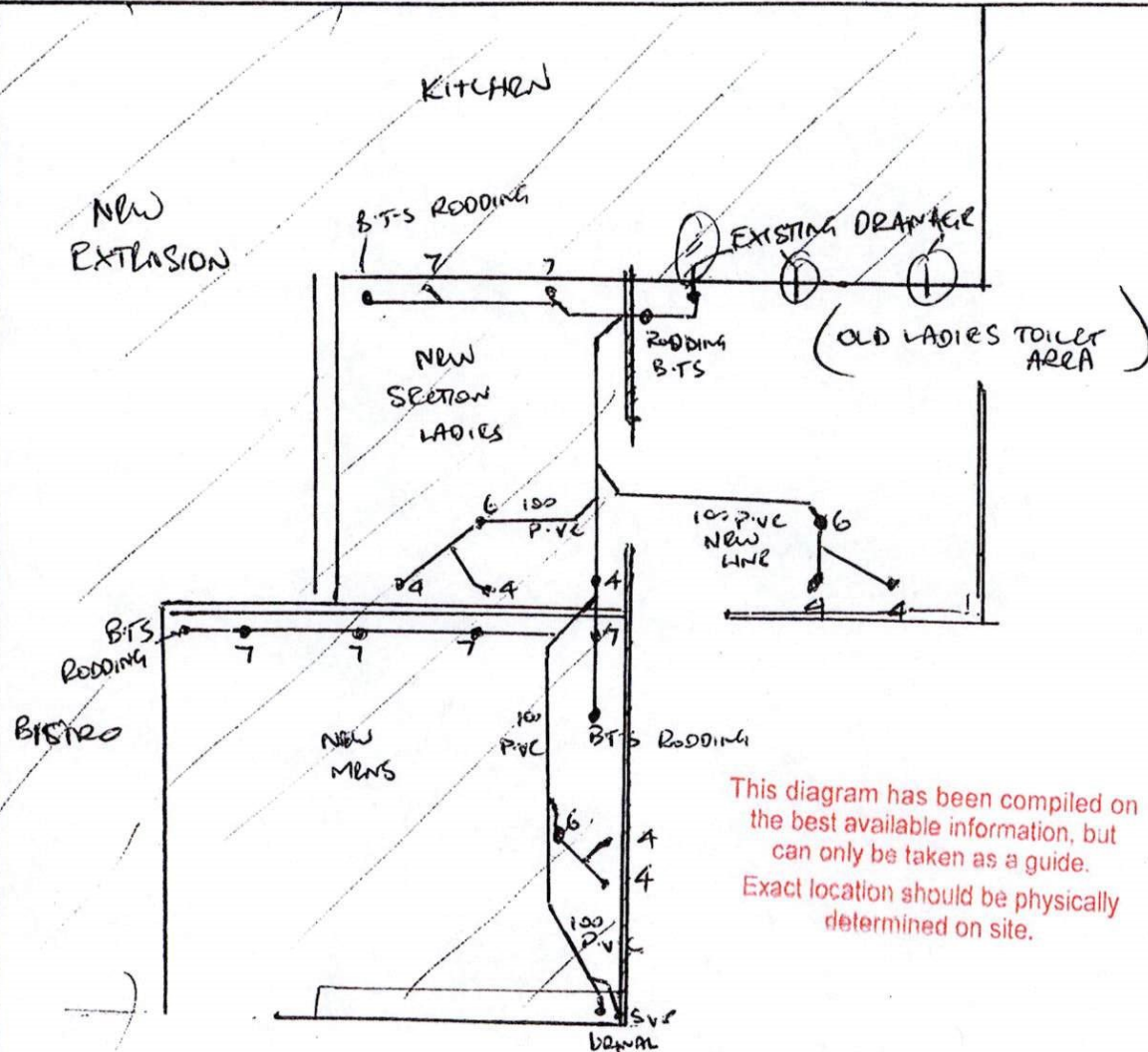
PERMIT N° \_\_\_\_\_

JUNCTION ABOUT \_\_\_\_\_ METRES FROM D/STREAM MANHOLE \_\_\_\_\_

JUNCTION DEPTH \_\_\_\_\_ METRES \_\_\_\_\_

PERMIT HOLDER M. J. HUSBAND

CARPARK



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Bowling GREENS

SIGNATURE OF PERMIT HOLDER

DATE

18-8-88

1. KITCHEN SINK
2. SHOWER RECESS
3. BATH
4. BASIN

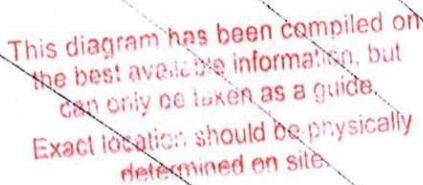
5. LAUNDRY TUBS
6. FLOOR WASTE
7. W.C. WATER CLOSET
8. OTHER.

10. INSPECTION OPEN. G.T. GULLY
- S.V.P. soil vent pipe
- URINAL



## DIAGRAM OF SANITARY DRAINAGE

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DATE 15-7-2022

- I.O. INSPECTION OPEN.  
G.T. GULLY  
S.V.P. soil vent pipe  
URINAL



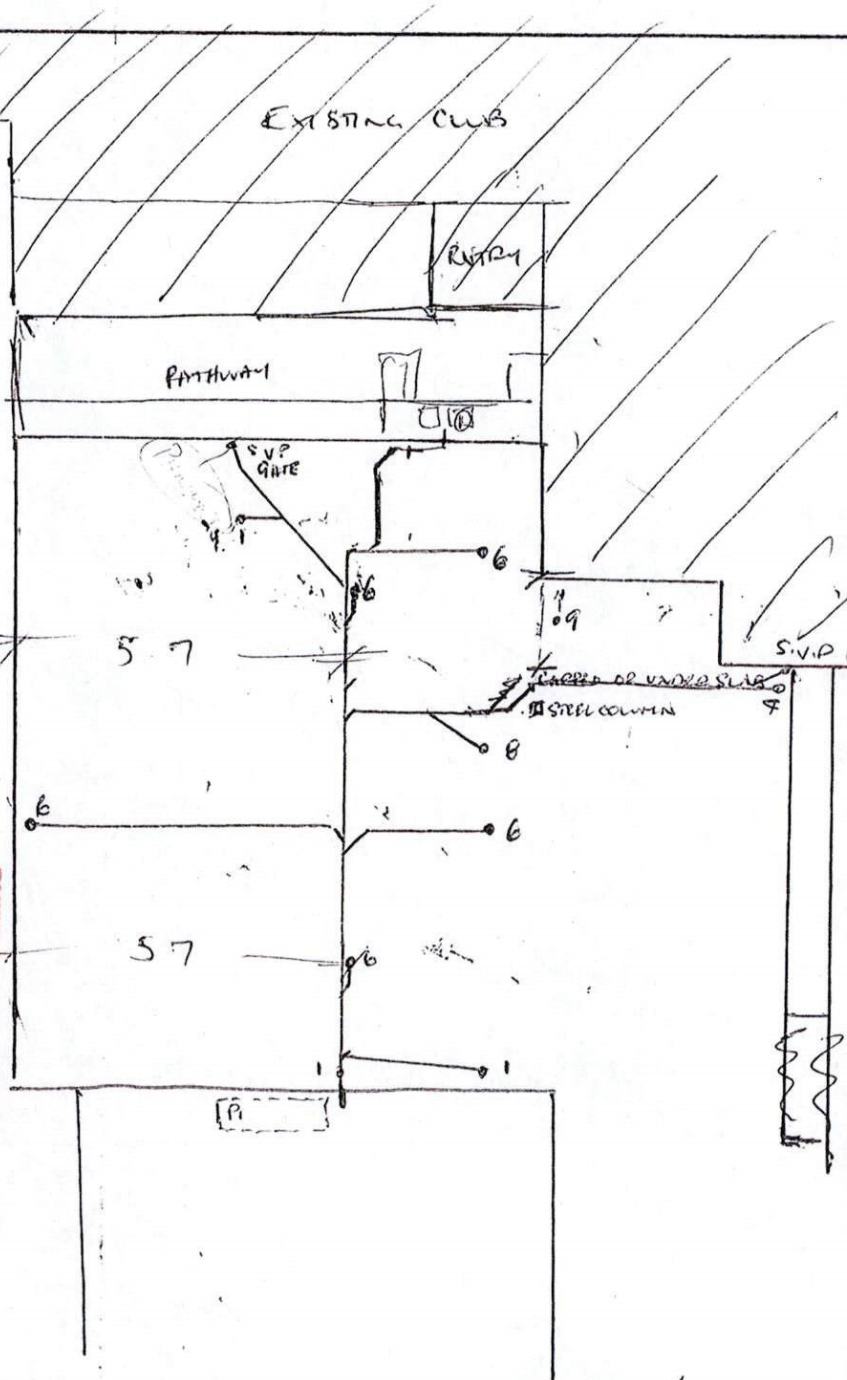
SHIRE OF EUROBODALLA  
HEALTH & BUILDING DEPARTMENT

DIAGRAM OF SANITARY DRAINAGE

LOT [ ] STREET PRINCESS H/WAY LOCALITY BIRBAH  
OWNER BIRBAH ~~SCOTTS CUB BOWLINE CREEK~~ PERMIT N° [ ]  
JUNCTION ABOUT [ ] METRES FROM D/STREAM MANHOLE [ ]  
JUNCTION DEPTH [ ] METRES [ ]  
PERMIT HOLDER M. J. HUSBAND LIC NO 5964

This diagram has been compiled on the best available information, but can only be taken as a guide. Exact location should be physically determined on site.

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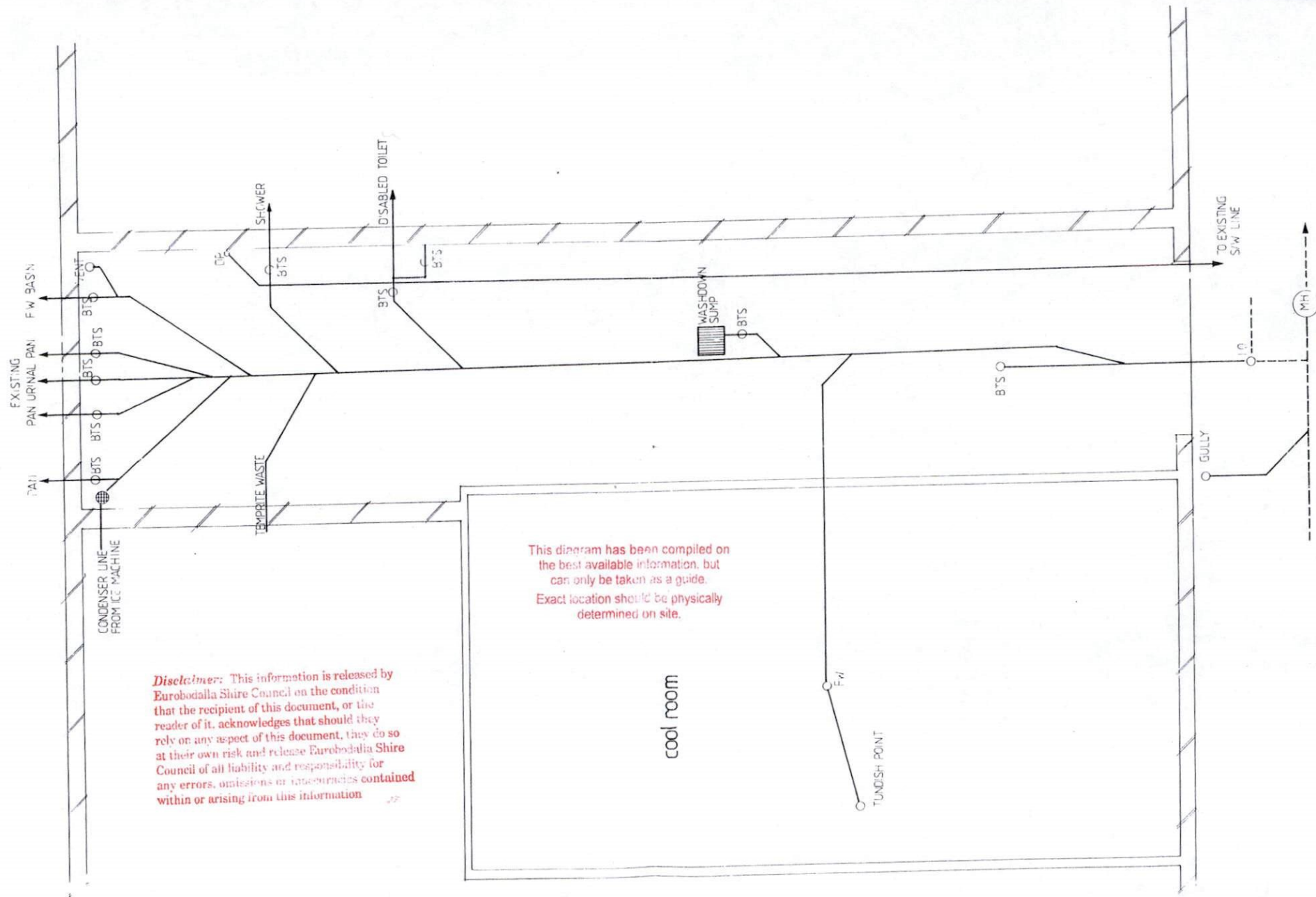


SIGNATURE OF PERMIT HOLDER [Signature]  
DATE 18.7.98

KITCHEN SINK  
SHOWER RECESS  
BATH  
BASIN

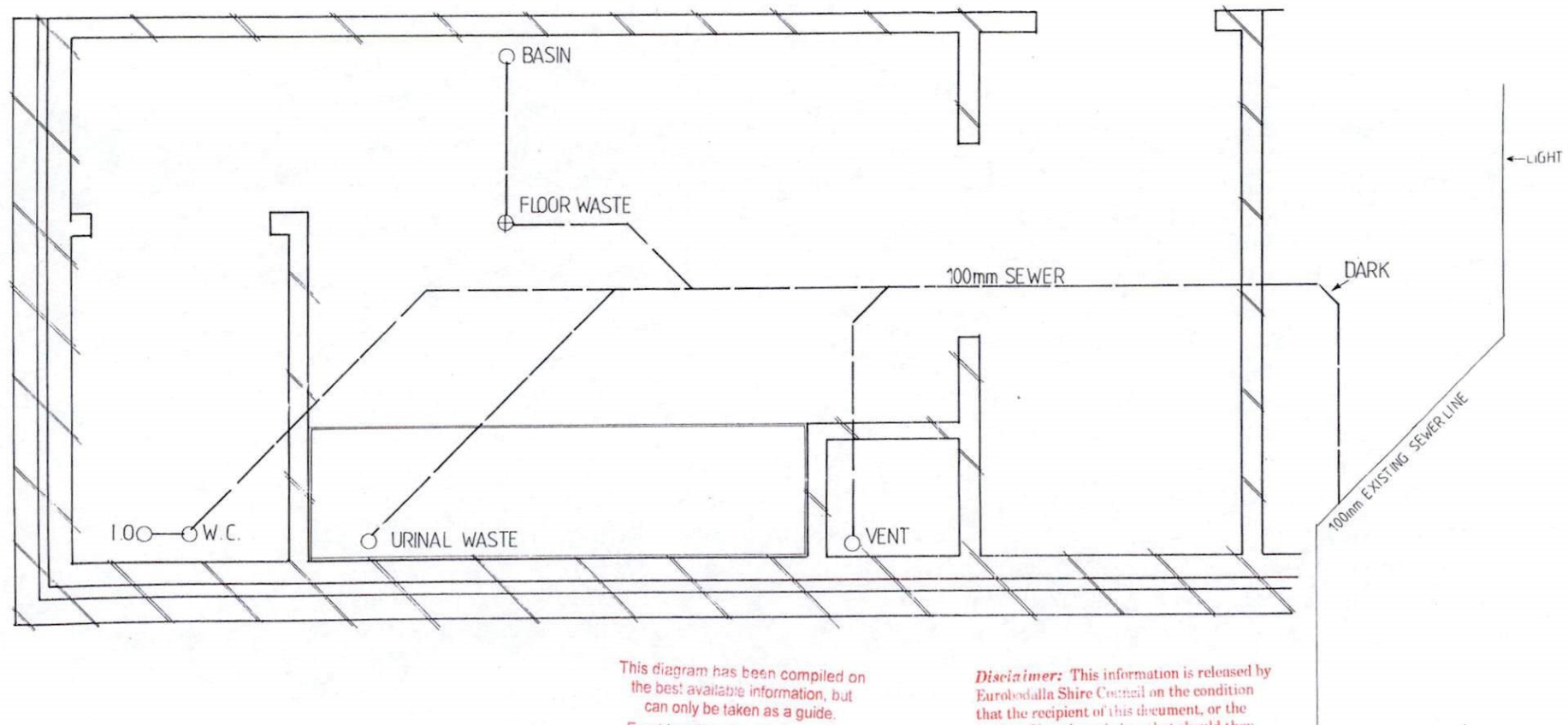
5. LAUNDRY TUBS  
6. FLOOR WASTE  
7. W.C. WATER CLOSET  
8. OTHER WORK

I.O. INSPECTION OPEN.  
G.T. GULLY  
S.V.P. soil vent pipe  
URINAL





J.C.L. PLUMBING, DRAINAGE & DESIGN CONSULTANTS



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● POOL ROOM AIR AMENITIES  
BATEMANS BAY BOWLING CLUB

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### **COOLING OFF PERIOD (PURCHASER'S RIGHTS)**

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

## 2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.



- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

### 3 Deposit-bond

- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
  - 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
  - 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
  - 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
  - 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
  - 3.9.1 on completion; or
  - 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
  - 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
  - 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
  - 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
  - 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

### 4 Transfer

- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
  - 4.1.1 the form of transfer; and
  - 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.

### 5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –
  - 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
  - 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
  - 5.2.3 in any other case - *within* a reasonable time.

### 6 Error or misdescription

- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).

- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

## 7 Claims by purchaser

*Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
  - 7.1.2 the vendor *serves* notice of intention to *rescind*; and
  - 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
  - 7.2.2 the amount held is to be invested in accordance with clause 2.9;
  - 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
  - 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
  - 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
  - 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

## 8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
  - 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
  - 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
  - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
  - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

## 9 Purchaser's default

If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
  - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
    - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
    - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
  - 9.3.2 to recover damages for breach of contract.

## 10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
  - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);



- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
  - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –

- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

**15 Date for completion**

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

**16 Completion****• Vendor**

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

**• Purchaser**

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
  - 16.7.1 the price less any:
    - deposit paid;
    - *FRCGW remittance* payable;
    - *GSTRW payment*; and
    - amount payable by the vendor to the purchaser under this contract; and
  - 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.

**• Place for completion**

- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
  - 16.11.1 if a special completion address is stated in this contract - that address; or
  - 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
  - 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

**17 Possession**

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

**18 Possession before completion**

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
  - 18.2.1 let or part with possession of any of the *property*;
  - 18.2.2 make any change or structural alteration or addition to the *property*; or
  - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
  - 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
  - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
  - 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

## 19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *serving* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

## 20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);

20.6.2 served if it is served by the *party* or the *party's solicitor*;

20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and

20.6.7 served at the earliest time it is served, if it is served more than once.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.

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

## 21 Time limits in these provisions

21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.

21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.

21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.

21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.

21.6 *Normally*, the time by which something must be done is fixed but not essential.

## 22 Foreign Acquisitions and Takeovers Act 1975

22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.

22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.



## 23 Strata or community title

### • Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- ### • Notices, certificates and inspections
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.



- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must serve an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

## 24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must serve any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

## 25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must serve a proper abstract of title *within* 7 days after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.

- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
  - 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
  - 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
  - 25.5.3 *normally*, need not include a Crown grant; and
  - 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
  - 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
  - 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
  - 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
  - 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

## 26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

## 27 Consent to transfer

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

## 28 Unregistered plan

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

28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

## 29 Conditional contract

29.1 This clause applies only if a provision says this contract or completion is conditional on an event.

29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.

29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.

29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.

29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.

29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind* within 7 days after either *party* serves notice of the condition.

29.7 If the *parties* can lawfully complete without the event happening –

29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind* within 7 days after the end of that time;

29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind* within 7 days after either *party* serves notice of the refusal; and

29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –

- either *party* serving notice of the event happening;
- every *party* who has the benefit of the provision serving notice waiving the provision; or
- the end of the time for the event to happen.

29.8 If the *parties* cannot lawfully complete without the event happening –

29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;

29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;

29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.

29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

## 30 Electronic transaction

30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –

30.1.1 this contract says that it is an *electronic transaction*;

30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or

30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.

30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –

30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or

30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.

30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –

30.3.1 each *party* must –

- bear equally any disbursements or fees; and
- otherwise bear that *party's* own costs;

incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and

30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –

30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;

30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;

30.4.3 the *parties* must conduct the *electronic transaction* –

- in accordance with the *participation rules* and the *ECNL*; and
- using the nominated *ELN*, unless the *parties* otherwise agree;

30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;

30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –

- after the *effective date*; and
- before the receipt of a notice given under clause 30.2.2;

is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and

30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.

- 30.5 Normally, the vendor must *within 7 days of the effective date* –
- 30.5.1 create an *Electronic Workspace*;
  - 30.5.2 populate the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
  - 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 populate the *Electronic Workspace* with *title data*;
  - 30.6.2 create and populate an *electronic transfer*;
  - 30.6.3 populate the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
  - 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 Normally, *within 7 days of receiving an invitation from the vendor to join the Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
  - 30.7.2 create and populate an *electronic transfer*;
  - 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
  - 30.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days of being invited to the Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
  - 30.8.2 populate the *Electronic Workspace* with *mortgagee details*, if applicable; and
  - 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
  - 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
  - 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
  - 30.10.2 all certifications required by the *ECNL* are properly given; and
  - 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
  - 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
  - 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
  - 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
  - 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- adjustment figures* details of the adjustments to be made to the price under clause 14;



<i>certificate of title</i>	the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
<i>completion time</i>	the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>effective date</i>	the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

### 31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
  - 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
  - 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
  - 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
  - 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

### 32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
  - 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.