

R/N100088195



Warringah Council

Development Application Tree Removal and Tree Pruning

Made under the Environmental Planning and Assessment Act 1979 (Sections 78A)
for works associated with a Complying Development Certificate Application



Address the application to:

The General Manager
Warringah Council
Civic Centre, 725 Pittwater Rd
Dee Why NSW 2099

Or

Customer Service Centre
Warringah Council
DX 9118
Dee Why

If you need help lodging your application:

Phone our Customer Service Centre on (02) 9942 2111 or come in and talk to us

Office Use Only

Locality: DA2010/0746

<input type="checkbox"/> Owners Consent	<input type="checkbox"/> Flood Zone
<input type="checkbox"/> Lot and DP	<input type="checkbox"/> Riparian Zone
<input type="checkbox"/> 40m Buffer	<input type="checkbox"/> Vegetation/Threatened
<input type="checkbox"/> Acid Sulfate	<input type="checkbox"/> Wave Impact
<input type="checkbox"/> Bushfire Zone	<input type="checkbox"/> Coastal Zone
<input type="checkbox"/> Heritage	<input type="checkbox"/> 100m MHWM
<input type="checkbox"/> Slip Zone	

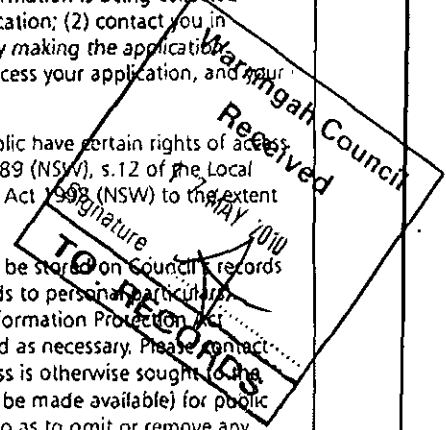
For applicable fees and charges, please refer to Council's website: www.warringah.nsw.gov.au or contact our Customer Service Centre.

Privacy and Personal Information Protection Notice

The personal information requested in this form is required by or under the Environmental Planning and Assessment Act 1979 and will only be used by Warringah Council in connection with the requirements of that Act and any other relevantly applicable legislation relating to the subject-matter of this application. The information is being collected for the following purposes, namely, to enable us to (1) process and determine your application; (2) contact you in relation to your application should that be necessary; and (3) keep the public informed by making the application publicly accessible. If you do not provide the information, Council will not be able to process your application, and your application will be rejected.

Your application will be available to Councillors and Council Officers. Members of the public have certain rights of access to information and documents held by Council under the Freedom of Information Act 1989 (NSW), s.12 of the Local Government Act 1993 (NSW), and under the Privacy and Personal Information Protection Act 1998 (NSW) to the extent permitted by those Acts.

Warringah Council is to be regarded as the agency that holds the information, which will be stored on Council's records management system or in archives and may be displayed on DAs Online (except as regards to personal information). You have a right to access information within the meaning of the Privacy and Personal Information Protection Act 1998 (NSW) on application to Council, and to have that information updated or corrected as necessary. Please contact Warringah Council if the information you have provided is incorrect or changes or if access is otherwise sought to the information. In addition, a person may request that any material that is available (or is to be made available) for public inspection by or under the Local Government Act 1993 (NSW) be prepared or amended so as to omit or remove any matter that would disclose or discloses the person's place of living if the person considers that the disclosure would place or places the personal safety of the person or of members of the person's family at risk. Any such request must be made to Council's General Manager: see s.739 of the Local Government Act 1993 (NSW).



Part 1 Summary Applicant(s) Details

Applicant(s) name: REACH NETWORKS WITH MARK PRICE

Owner(s) name:

If any owner/applicant of this development application is a current employee or elected representative of Warringah Council, your application will be assessed by an independent town planning consultant.

Warringah Council employee Yes No Elected representative Yes No

Part 2 Application Details

2.1 Location of the property

Unit no. [] Lot no. [1] Street OXFORD FALLS WEST

Suburb OXFORD FALLS NSW
SEE ATTACHMENT 1A1

Legal property description Lot: [] Sect: [] DP/SP 205815

We need this to correctly identify the land. These details are shown on your rates notice, property title etc.

This information must be supplied

SATELLITE STATION

6d

Part 2 Application Details

2.2 Exemptions

Council consent is not required if the tree is less than 5 metres in height and with a foliage crown spread of less than 10 metres, the tree is dead, has been declared a noxious weed, is referred to as exempt in clause 8 of the Order, or is to be pruned by less than 10% of foliage within a 12 month period (refer to Tree Preservation Order for further clarification).

Application fee

\$110

The owner of the land on which the tree(s) are located must sign the consent on the application.

Any consent issued as a result of this application is not a directive or order and does not oblige the owner to undertake the consented works. The consent is valid for **three years** from the date on the determination.

2.3 Description of works

Please provide details of the work to be carried out in the box below

Tree no.	Tree species (if known)	Work required (prune/remove/assess)	Reason for the work
1	Eucalyptus	prune or remove	loss of satellite signal
2	~	remove	bush fire risk near satellite antenna
3	~	~	~
4			
5			
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15			

2 Application Details

4 Sketch

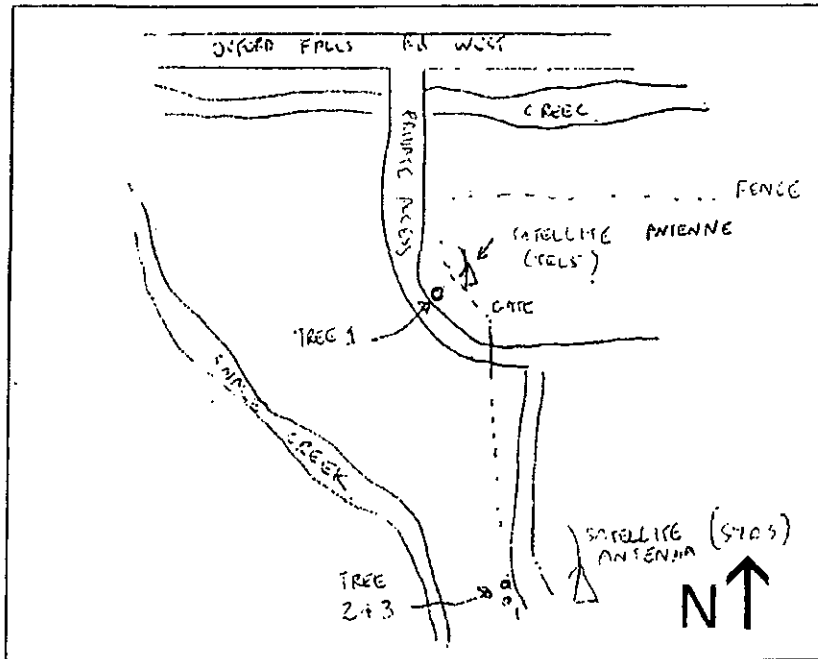
Please indicate in the box on the right:

Sketch the outline of the allotment, street, position of structures eg. house, garage and the location of each tree as numbered in 2.3

Please tie a yellow ribbon around the tree trunk.

Are there any dogs on the property?

Yes No



2.5 Integrated development

Is this application for integrated development?

Please tick appropriate boxes

Yes No

Integrated development is development that requires licences or approvals from other consent authorities. Most forms of development will not be "integrated". See Part 4, Division 5, Section 91 of the Environmental Planning and Assessment Act 1979 - www.legislation.nsw.gov.au.

Fisheries Management Act 1994 s144 s201 s205 s219

Heritage Act 1977 s58

Mine Subsidence s15

Compensation Act 1961

Mining Act 1992 s63 s64

National Parks and s90

Wildlife Act 1974

Petroleum (Onshore) Act 1991 s9

Protection of the Environment s43(a),(b),(d) s47 s48 s55 s122

Operations Act 1997

Roads Act 1993 s138

Rural Fires Act 1997 s100B

Water Management Act 2000 s89 s90 s91

Part 2 Application Details

2.6 Disclosure of political donations and gifts

Note: gift means a gift within the meaning of section 84 of the Election Funding & Disclosures Act 1981. Failure to disclose relevant information is considered an offence under Part 6 section 96H of the Election Funding and Disclosures Act 1981.

Under section 147 of the Environmental Planning and Assessment Act 1979 any reportable political donation to an elected representative of Warringah Council (Mayor or Councillor) and/or any gift to an elected representative or Warringah Council employee within a two (2) year period commencing two (2) years before the date of this application and ending when the application is determined must be disclosed.

Are you aware of any person with a financial interest in this application who made a reportable donation or gave a gift in the last two (2) years.

Yes

No

If yes, complete the Political Donation Declaration and lodge it with this application. If no, in signing this application I undertake to advise the Council in writing if I become aware of any person with a financial interest in this application who has made a political donation or has given a gift in the period from the date of lodgement of this application and the date of its determination.

For further information visit Councils website at:

www.warringah.nsw.gov.au/plan_dev/PoliticalDonationsBill.aspx

Development Application Checklist

Required	Supplied	
	Yes	No
DO YOU HAVE OWNER(S) CONSENT? (NOTE: If the trunk of the tree is located across property boundaries, all owners consents are required)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
HAVE YOU ATTACHED A SKETCH OF THE PROPERTY?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
HAVE YOU ATTACHED A CHEQUE?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
SUPPORTING DOCUMENTATION? Aborist's Report (completed in accordance with Council's Guidelines)	<input type="checkbox"/>	<input checked="" type="checkbox"/>



Attachment "A" to DEVELOPMENT APPLICATION – Tree Removal and Tree Pruning Warringah Council.

Owner Consent: TELSTRA CORPORATION LIMITED

Address: c/- Reach Networks Australia Pty Ltd, GPO Box 7000, SYDNEY NSW 2001

Land: Auto Consol 9276-191, Auto Consol 9276-192, Auto Consol 10970-245, 1003/752038, 1/793363, 2/793363, 982/752038, 2/1007617, 3/1007617 at Oxford Falls SES & AJC, Oxford Falls Rd, Oxford Falls, NSW 2100

Dated: 17 May 2010

I certify that **ANTHONY SEPTIMUS O'DONNELL, LEASING MANAGER** with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this document in my presence as attorney for **TELSTRA CORPORATION LIMITED** under Power of Attorney registered book 4457 No. 829

Signature of witness

TOMMY LAM
Name of witness

Level 10
400 George St
SYDNEY NSW 2000
Address of Witness

Signature of Attorney

ANTHONY SEPTIMUS O'DONNELL
Attorney's name

Signing on behalf of:
TELSTRA CORPORATION LIMITED

By executing this document the attorney states that the attorney has received no notice of revocation of the power of attorney

Dated

6th May
J

2005

Power of Attorney

**Telstra Corporation Limited
("Principal")
in favour of**

**General Manager Real Estate &
Accommodation Management;
Manager Divestment & Freehold
Acquisitions;
Leasing Manager;
Senior Client Relationship Manager
(Real Estate & Accommodation
Management);
National Property Services
Manager;
Manager Strategic Planning
Network Accommodation; and
Property Services Manager
(each an "Attorney")**

Power of Attorney

Date: 2005

Party: **TELSTRA CORPORATION LIMITED** (ACN 051 775 556) having its registered office at 41/242 Exhibition Street Melbourne Victoria 3000 ("Principal")

Operative provisions:

1 Appointment

The Principal appoints each person who holds an office specified in Schedule 1 (each an "Attorney"), or any person holding or fulfilling the duties of one of those offices from time to time, jointly and each of them severally to be its attorney until notice of revocation of this Power of Attorney shall be received by the Attorney.

2 Power and authority

The Attorney may do in the name of the Principal and on its behalf everything necessary or expedient to:

- (a) enter into and to sign, seal, deliver, execute or accept the documents described in Schedule 2 (each a "Document") and any document ancillary to a Document;
- (b) enter into and to sign, seal, deliver, execute or accept any other documents or do any other acts which are referred to in the Documents or which are ancillary or related to them or the transactions contemplated by them, in the absolute discretion of the Attorney; and
- (c) complete blanks and make amendments, alterations and additions to the Documents (including, without limitation, changing the parties' names in the Documents), which are considered necessary or desirable by the Attorneys.

3 Ratification

The Principal declares that all acts, matters and things done by the Attorney in exercising powers under this power of attorney will be as good and valid as if they had been done by the Principal and agrees to ratify and confirm whatever the Attorney does in exercising powers under this power of attorney.

4 Indemnity

The Principal indemnifies the Attorney against liability, loss, costs, charges or expenses arising from the exercise of powers under this power of attorney.

5 Third Party Reliance on Attorneys

The Principal acknowledges that any person (including, but not limited to, a firm, body corporate, unincorporated association or authority and including the Registrar of Titles of Western Australia or any other registration authority in Australia or elsewhere) dealing in good faith with any Attorney or a person purporting to be an attorney under this power, is:

- (a) entitled to rely on execution of any document by that person as conclusive evidence that:
 - (i) the person holds the office set out in the power;
 - (ii) the power of attorney has come into effect;
 - (iii) the power of attorney has not been revoked; and
 - (iv) the right or power being exercised or being purported to be exercised is properly exercised and that the circumstances have arisen to authorise the exercise of that right and power.
- (b) not required to make any enquiries in respect of any of the matters set out in paragraph (a).

6 Duration

This Power of Attorney shall continue to operate and be effective until expressly revoked.

7 Attorney's personal liability

The exercise by an Attorney of the powers and authorities conferred by this deed does not involve any assumption by that Attorney, or any body in which he or she is a partner or employed, of personal liability in connection with the exercise of the powers and authorities or the consequences of so doing.

8 Registration

The Principal shall, if necessary, register this deed wherever required to give effect to its terms. If the Principal fails to do so, the Attorney may register this deed and claim reimbursement from the Principal of any costs reasonably incurred in doing so.

9 Revocation

The Power of Attorney dated 11 February 2002 is revoked with effect from the date which is three months after the date of this deed.

10 Governing Law

This deed is governed by the laws of the State of Victoria.

EXECUTED as a deed

Schedule 1

Attorney

General Manager Real Estate & Accommodation Management
Manager Divestment & Freehold Acquisitions
Leasing Manager
Senior Client Relationship Manager (Real Estate & Accommodation Management)
National Property Services Manager
Manager Strategic Planning Network Accommodation
Property Services Manager

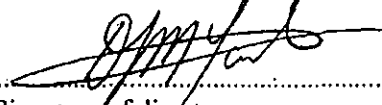
Schedule 2

Documents

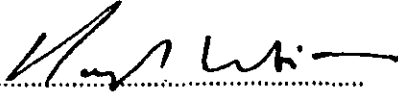
- 1 Any document relating to:
 - (a) property;
 - (b) any estate or interest in property; or
 - (c) the granting or obtaining of any licence in respect of property (together “**property dealings**”)
to effect any transaction relating to property dealings either within any part of Australia or outside it which the Principal could enter into or execute in its own name, including:
 - (d) To purchase any property by any means, for any price and on any terms;
 - (e) To sell any of the Principal’s property by any means, for any price and on any terms;
 - (f) To grant options to sell any of the Principal’s property, for any price and on any terms;
 - (g) To grant or take a licence over property or any estate or interest in property;
 - (h) To mortgage all or any of the Principal’s property and to grant any other security over that property, in each case, on any terms;
 - (i) To give any discharge or partial discharge of any mortgage where the Principal is the mortgagee;
 - (j) To lease or let any property, to grant sub-leases and to surrender or accept the surrender of any lease or sub-lease in which the Principal is interested as landlord or tenant, in each case, on any terms;
 - (k) To exercise any power or discretion (whether express or implied) which at any time is vested in or conferred on the Principal under any contract or as landlord or mortgagee;

- (l) *In relation to any of the Principal's property:*
- (i) to accept service of any legal process;
 - (ii) to represent the Principal in any legal proceedings of any nature;
 - (iii) to commence any actions or legal proceedings;
 - (iv) to submit any claims or disputes to mediation or arbitration;
 - (v) to compromise any claims or disputes; or
 - (vi) to agree to any scheme of arrangement or compromise;
- (m) To apply for and take up any lease or licence of any kind, and convert land held under any lease or licence into land held under a different tenure;
- (n) To grant, transfer or acquire easements or other rights over any land and to dedicate any land to the public;
- (o) To enter into agreements granting access or permitting access over any property;
- (p) To effect a merger of any estate or interest in property;
- (q) To apply for any consents, licences, permits or approvals in respect of the use of any property; and
- (r) To sign any transfer or other instrument, to sign any caveat or withdrawal of caveat, to lodge or register any document, to make any application to the Registrar of Titles or to make any statutory declaration that may be required.
- 2 *Any document to enable title to property or any estate or interest in property or any licence in respect of land to be transferred to, acquired by, vested in, or reserved for the Principal to be registered in the name of the Principal in accordance with the provisions of any statute for the time being in force enabling title to property or any estate or interest in property or any licence in respect of property to be registered.*
- 3 **Property** means, for the purposes of schedule 2, all real property of any nature and includes the Principal's present and future land and interests of every kind held under the Transfer of Land Act 1893 (WA), the Land Administration Act 1997 (WA) and the Strata Titles Act 1985 (WA).

EXECUTED by TELSTRA)
CORPORATION LIMITED in)
accordance with section 127(1) of the)
Corporations Act 2001 (Cwlth) by)
authority of its directors:)


.....
Signature of director

DONALD G. MCGAUGHIE
Name of director (block letters)


.....
Signature of director/company secretary

DOUGLAS GRANTON
Name of director/company secretary
(block letters)

