

At the outset please note the Club's objection to the refusal by Council of its request to have this matter deferred until the next approval meeting. The one-week rushed nature of the timing between the release of the DA Assessment and the approval meeting is ludicrous in the Covid19 environment. The Club has not been able to engage professional advice.

#### Bayview's Previous Objection

With respect to the Applicant's response to objections. The Club lodged its objection to the development on 14/1/2020. Specifically, the Club noted that the Development is on "a high hazard floodplain lot." In response, the Applicant noted that their hydraulics consultant and the PDGP show it as low risk and medium risk respectively.

Even between the hydraulic consultant and Council there appears to be uncertainty regarding the flood status, and it would be irresponsible to proceed with a development in these circumstances. The hydraulic consultant's and Council's view are at odds with each other and in any event are entirely theoretical, whereas the Club's characterisation of the land as 'a high hazard floodplain lot' is based on direct observation.

The Club observes that the subject lot floods at every high rainfall event. The lot sits on a similar RL to the Club's 15<sup>th</sup> fairway. When the 15<sup>th</sup> fairway floods, the lot floods. The lot flooded on or about the 16<sup>th</sup> of January, the 7<sup>th</sup> of February and the 16<sup>th</sup> and 26<sup>th</sup> of March.

Until the true flood status is ascertained, DA approval represents an unacceptable risk and it would be highly irresponsible for the Panel to approve a development on the subject lot.

#### Further Objection

The shadowing diagrams in "Plans-External" show that the building shadow will severely impact the Club's grounds, specifically the 3<sup>rd</sup> fairway, in every Winter month (per the Applicant's Winter Solstice shadow diagram).

The Club's continued livelihood is directly correlated with the ability to provide a high-quality playing surface, therefore the material detriment caused by overshadowing of the fairway will have a direct impact on the Club's operations.

The Club is in the business of growing grass and this is especially relevant in Winter when growing conditions are less than ideal. Playing conditions and the Club Member's enjoyment of their land will be impacted because of it. The building throws off too much shadow.

#### Request to Strengthen Development Condition-Approved Land Use

The Club has previously done work to assess the economic viability of a gymnasium in its clubhouse located approximately 500m from the Development. In its commercial favour towards developing a gymnasium, the Club has an existing structure that is above flood levels, has plenty of parking and the building represents a sunk cost.

The Club ascertained that it could not be made commercially viable and would be doomed to fail. Part of the Club's reasoning was that there was too much competition-there are (now) 21 gymnasia in the locale. The idea that the "rehabilitation gym" can be viable is heroic.

It is not the Club's role to question or second guess the business competence behind the proposal. However, it is in the Club's interests that the development not be a 'bait and switch' exercise where the approved use morphs into anything other than RE2. The Club requests that the "Development Consent Operational Conditions-Section 2-Approved Land Use" be tightened up to note that any development on the lot will always be subject to RE2 approved uses.

#### Request to alter Building Materials as an additional Development Condition

At the Eastern Elevation in the "Plans-External", the building design places the windows of the building to directly face the direction of the Club's 3<sup>rd</sup> tee. Errant golf balls from that 3<sup>rd</sup> tee will find their way into the Development. The Club requests that the design be modified so that the windows align with the longer Southern wall facing onto the 3<sup>rd</sup> fairway instead of the 3<sup>rd</sup> tee. Further, that the windows and other wall surfaces be made of a sufficiently robust material to withstand errant golf balls.

Additionally, the club requests that a covenant be placed on title to indemnify the Club from any damage caused by golf related activities

The Development is adjacent to a golf course that has been in situ for 90 years. It is surprising and borders on negligence that this has not been taken into account.