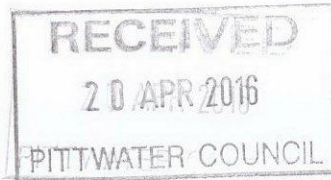




MB CERTIFICATIONS

ABN: 35129941322



PO Box 32,
West Pennant Hills NSW 2125
(p): 9484 4222
admin@mbcertifications.com.au

Our reference: 160330

15 April 2016

The General Manager
Pittwater Council
PO Box 882,
Mona Vale NSW 1660

Dear Sir/Madam,

Re: 1 Fazzolari Avenue, Mona Vale NSW 2103

Complying Development Certificate No. 160330

Planning Instrument Decision Made Under: SEPP (Exempt and Complying Development Codes) 2008

MB Certifications has issued a Complying Development Certificate under Part 4A of the *Environmental Planning and Assessment Act 1979* for the above premises.

Please find enclosed the following documentation:

- Complying Development Certificate No. 160330
- Copy of the application for the Complying Development Certificate.
- Documentation used to determine the application for the Complying Development Certificate as detailed in Schedule 1 of the Certificate.
- Cheque for Council's registration fee.

Our client has been advised of the necessity to submit to Council the Notice of Commencement of building works 48 hours prior to the commencement of works.

Should you need to discuss any issues, please do not hesitate to contact the Accredited Building Surveyor Mathew Bodley.

Yours sincerely,

Mathew Bodley
Director
MB Certifications

R-394159
\$36 PRVC
20/4/16



MB CERTIFICATIONS

ABN: 35129941322

PO Box 32,,
West Pennant Hills NSW 2125
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(f):
admin@mbcertifications.com.au

COMPLYING DEVELOPMENT CERTIFICATE 160330
PROJECT REFERENCE 160330

Issued under Part 4 of the Environmental Planning and Assessment Act 1979 Section 85A(6)

APPLICANT DETAILS

Applicant: Maraya Bell C/- Landscape Design By Jacqui Ray
Address: PO Box 844, St Ives NSW 2075
Phone: 0417 680 228
Fax:

OWNER DETAILS

Name of the person having benefit of the development consent: Maraya & Sara Bell, Daniel Ricketts, Neil Marshall
Address: 1 Fazzolari Avenue, Mona Vale NSW 2103
Phone: 0419 163 976

COMPLYING DEVELOPMENT CONSENTS

Consent Authority / Local Government Area: Pittwater Council
Relevant Planning Instrument Decision Made Under: SEPP (Exempt and Complying Development Codes) 2008
Date of Determination 15/04/2016
Complying Development Certificate Number: 160330

Lapse date: Section 86A of the Environmental Planning and Assessment Act 1979 stipulates that this certificate will lapse within 5 years if not physically commenced on the stated land to which this certificate applies. Section 81A of the Act is applicable.

PROPOSAL

Address of Development: 1 Fazzolari Avenue, Mona Vale NSW 2103
Lot/DP: 33 1135383
Land Use Zone: R2
Building Classification/s: 10b
Scope of Building Works Covered by this Certificate: Swimming Pool
Value of Construction (incl. GST) 46,715
Plans and Specifications approved: Refer Schedule 1: Approved Plans and Specifications
Fire Safety Schedule: N/A
Conditions: See Conditions attached
Exclusions:
Critical stage inspections: See attached Notice

CERTIFYING AUTHORITY

Accredited Certifier: Mathew Bodley
Accreditation Body and Registration Number: Building Professionals Board
BPB 0037

I, Mathew Bodley, as the certifying authority, certify that the work if completed in accordance with the plans and specifications identified in Schedule 1 (with such modifications verified by the certifying authority as may be shown on that documentation) will comply with the requirements of the Environmental Planning & Assessment Regulation 2000 as referred to in section 84A of the Environmental Planning and Assessment Act 1979.

Dated: 15/04/2016

Mathew Bodley

N.B. Prior to the commencement of work S86 (1) and (a) of the Environment Planning and Assessment Act 1979 must be satisfied.



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SCHEDULE 1: APPROVED PLANS AND SPECIFICATIONS

1. Endorsed Architectural Plans

Prepared by	Document	Drawing number	Revision	Date
Landscape Design by Jacqui Ray	Site Plan	1 of 1	B	14/04/2016

2. Endorsed Structural Plans

Not applicable.

3. Endorsed Engineering Plans

Not applicable.

4. Endorsed Landscape Plans

Not applicable.

5. Endorsed other documents

Not applicable.



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(f):
admin@mbcertifications.com.au

NOTICE OF APPOINTMENT OF PRINCIPAL CERTIFYING AUTHORITY

Made under Part 4 of the Environmental Planning and Assessment Act 1979 Sections 81A(2)(b1)(i) & 86(1)(a1)(i)

OWNER DETAILS

Name of the person having benefit of the Development Consent:	Maraya & Sara Bell, Daniel Ricketts, Neil Marshall
Address:	1 Fazzolari Avenue, Mona Vale NSW 2103
Phone:	0419 163 976

COMPLYING DEVELOPMENT CONSENTS

Consent Authority / Local Government Area:	Pittwater Council
Planning Instrument Decision Made Under:	SEPP (Exempt and Complying Development Codes) 2008
Complying Development Certification Number:	160330

PROPOSAL

Address of Development:	1 Fazzolari Avenue, Mona Vale NSW 2103
Scope of Building Works Covered by this Notice:	Swimming Pool

PRINCIPAL CERTIFYING AUTHORITY

Certifying Authority:	Mathew Bodley
Accreditation Body:	Building Professionals Board BPB 0037

The owner has appointed Mathew Bodley as the Principal Certifying Authority as stated in the Complying Development Certificate lodged with MB Certifications for the building works identified in this notice.

I, Mathew Bodley, Director of MB Certifications located at PO Box 32,, West Pennant Hills NSW 2125 accept the appointment as Principal Certifying Authority for the building works identified and covered under the relevant Complying Development Certificate as stated in this Notice.

Mathew Bodley
Director

Dated: 15/04/2016

* jacquie@jacquiray.com.au



MB CERTIFICATIONS

COMPLYING DEVELOPMENT CERTIFICATE APPLICATION FORM

Applications must be delivered by hand, by post or transmitted electronically to the principal office of the certifying authority. Applications MAY NOT be sent by fax.

Application No.	(Office Use Only)	Date Received
160330		11/4/16

ENVIRONMENTAL PLANNING INSTRUMENT

I / we elect to have the application assessed under the following Environmental Planning Instrument -

SEPP (Exempt and Complying Development Codes) 2008 SEPP (Infrastructure) 2007
 Other Please specify other EPI or Council DCP

Information for the Applicant

This form may be used to apply for a complying development certificate (CDC) to carry out development classed as "complying development". To complete this form, please place a cross in the relevant boxes, fill out the white sections as appropriate and to minimise delay in receiving a decision please attach copies of all documents indicated in the form and checklist are provided.

Once completed, this application form should be submitted to a "certifying authority" for determination.

If the certifying authority issues a CDC, the Applicant (or a subsequent owner of the land) has permission to carry out the development without the need to obtain further development consent.

However, depending upon factors such as the type or location of the development and whether there will be external work or activities involved (eg. road opening, use of footpath areas) there may still be a need to obtain other approvals in order for the work involved to be performed. A list of the possible additional approvals that may be required can be obtained at www.planning.nsw.gov.au. To avoid potential delays, Applicants should contact Council to ascertain whether other approvals will be needed, and if so, the stage at which they will be required.

Property / Development Details

Lot/s No.	DP/SP No.	Section/Volume/Folio.
94265		
Unit/Shop/Street No.	Street Name	
1	Fazzolari Ave	
Suburb	Postcode	
Mona Vale	2103	
Zone	Site Area	m ²

BCA Classification

Estimated Cost of Development

\$ 46,715

Description of Development

Swimming pool

The Estimated Cost of Development is the contract price, or if there is no contract a genuine and accurate estimate, for all labour and material costs associated with all demolition and construction required for the development, including the cost of construction of any building and the preparation of a building for the purpose for which it is to be used (such as the costs of installing plant, fittings, fixtures and equipment inc. GST).

MB Certifications Pty Ltd

PO Box 32 West Pennant Hills NSW 2125

Phone: (02) 9484 4222

ABN 35 129 941 322

This application may only be made by a person who is eligible to appoint a Principal Certifying Authority, i.e. the owner or the person having the benefit of the Development Consent – **the builder may not make this application unless the builder is the owner of the land.**

Applicant's Details	
<input type="checkbox"/> Mr <input checked="" type="checkbox"/> Ms <input type="checkbox"/> Mrs <input type="checkbox"/> Dr <input type="checkbox"/> Other (Please specify)	
First Name	Family Name
Maraya	Bell
Association to the project <input type="checkbox"/> Owner <input type="checkbox"/> Tennant <input type="checkbox"/> Architect <input type="checkbox"/> Other (Please specify)	
Company (If Applicable)	ABN (If Applicable)
Postal Address (All correspondence shall be forwarded to this address)	
1 Fazzolari Ave Mone Vale 2103	
Phone	Fax
Mobile	Email
0419163976	marayabell@gmail.com
APPLICANT DECLARATION: I apply for consent to carry out the works described in this application. I declare that all the information provided is true and correct. I acknowledge that, if incomplete, this application may be delayed or refused or additional information may be requested.	
Signature	Date
	16/3/16

Billing Details	
(if left blank it is taken to be the same as the applicant)	
Billing Name:	ABN:
Jacqui Ray	17 075 069 524
Billing Address:	
jacqui@jacquiray.com.au	

Principle Contractor / Owner Builder's Details	
Home Owner's Warranty Insurance / Owner Builder permit to be attached if applicable – not required for commercial development	
Builder Name:	
T3M Pools	
Licence No / Permit No.:	Contact Phone No.:
205571C	90117129
Fax No.:	Email:
	Courtney@narellanpools.net.au

Information	
Will any bonded asbestos material or friable asbestos material be disturbed, repaired or removed in carrying out the development? If yes, the estimated area is	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="text"/> m ²
Does the application relate ONLY to a fire link conversion?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If 'Yes' provide a document that describes the design, construction and mode of operation, of the new fire alarm communication link.	

Information (cont.)

<p>Does the development involve subdivision work ? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, an appropriate accredited certifier will be required for this portion of the work.</p>
<p>Does the development involve a change of use ? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>(other than a dwelling-house or a building or structure that is ancillary to a dwelling-house and other structure or work that relates only to a fire link conversion) If yes, provide:</p> <p>(a) a list of the Category 1 fire safety provisions that currently apply to the existing building,</p> <p>(b) a list of the Category 1 fire safety provisions that are to apply to the building following its change of use.</p>
<p>Does the development involve building work ? (including work in relation to a dwelling house or a building or structure that is ancillary to a dwelling-house). <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If 'Yes' the following is to be provided:</p> <p>(1) A detailed description of the development by completing the information required for the Australian Bureau of Statistics.</p> <p>(2) Appropriate building work plans and specifications, which are to include:</p> <p>(a) detailed plans, drawn to a suitable scale and consisting of a block plan and a general plan, that show:</p> <p>(i) a plan of each floor section, and</p> <p>(ii) a plan of each elevation of the building, and</p> <p>(iii) the levels of the lowest floor and of any yard or unbuilt on area belonging to that floor and the levels of the adjacent ground, and</p> <p>(iv) the height, design, construction and provision for fire safety and fire resistance (if any),</p> <p>(b) specifications for the development:</p> <p>(i) that describe the construction and materials of which the building is to be built and the method of drainage, sewerage and water supply, and</p> <p>(ii) that state whether the materials to be used are new or second-hand and (in the case of second-hand materials) give particulars of the materials to be used,</p> <p>(c) a statement as to how the performance requirements of the <i>Building Code of Australia</i> are to be complied with (if an alternative solution, to meet the performance requirements, is to be used),</p> <p>(d) a description of any accredited building product or system sought to be relied on for the purposes of section 85A (4) of the Environmental Planning and Assessment Act 1979**,</p> <p>(e) copies of any compliance certificate to be relied on,</p> <p>(f) if the development involves building work to alter, expand or rebuild an existing building, a scaled plan of the existing building,</p> <p>(g) in respect of BASIX affected development, such other matters as the BASIX certificate(s) requires to be included in the plans and specifications. (See-BASIX NOTES at the end of this Section)</p> <p>(h) in respect of BASIX optional development for which a BASIX certificate(s) has been obtained, such other matters as the BASIX certificate(s) requires to be included in the plans and specifications. (See-BASIX NOTES at the end of this Section)</p> <p>** S.85A(4) EP&A Act provides that a certifying authority must not refuse an Application on the ground that any building product or system does not comply with a requirement of the Building Code of Australia if the building product or system is accredited in respect of that requirement in accordance with the EP&A Regulation 2000.</p>
<p>Does the development involve building work ? (other than work in relation to a dwelling house or a building or structure that is ancillary to a dwelling-house). <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If 'Yes' the following is to be provided:</p> <p>(a) a list of any existing fire safety measures provided in relation to the land or any existing building on the land, and</p> <p>(b) a list of the proposed fire safety measures to be provided in relation to the land and any building on the land as a consequence of the building work.</p>
<p>Does the development involve the erection of a wall to a boundary that has a wall less than 900mm from the boundary ? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If 'Yes' a report by a professional engineer (within the meaning of the BCA) is to be provided outlining the proposed method of supporting the adjoining wall.</p>
<p>Does the development involve the demolition or removal of a wall to a boundary that has a wall less than 900mm from the boundary ? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If 'Yes' a report by a professional engineer (within the meaning of the BCA) is to be provided outlining the proposed method of maintaining support for the adjoining wall after the demolition or removal.</p>
<p>Does the development involve the erection of a temporary structure ? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If 'Yes' provide:</p> <p>(a) documentation that specifies the live and dead loads the temporary structure is designed to meet,</p> <p>(b) a list of any proposed fire safety measures to be provided in connection with the use of the temporary structure,</p> <p>(c) in the case of a temporary structure proposed to be used as a place of public entertainment--a statement as to how the performance requirements of Part B1 and NSW Part H102 of Volume One of the <i>Building Code of Australia</i> are to be complied with (if an alternative solution, to meet the performance requirements, is to be used),</p> <p>(d) documentation describing any accredited building product or system sought to be relied on for the purposes of section 85A (4) of the Act,</p> <p>(e) copies of any compliance certificates to be relied on.</p>

BASIX Notes (Cont.)

- (a) development that involves the erection (but not the relocation) of a BASIX affected building,
- (b) development that involves a change of building use by which a building becomes a BASIX affected building,
- (c) development that involves the alteration, enlargement or extension of a BASIX affected building, where the estimated construction cost of the development is \$50,000 or more,
- (d) development for the purpose of a swimming pool or spa, or combination of swimming pools and spas, that services or service only one dwelling and that has a capacity, or combined capacity, of 40,000 litres or more.

BASIX excluded development is

- (a) development for the purpose of a garage, storeroom, car port, gazebo, verandah or awning,
- (b) alterations, enlargements or extensions to a building listed on the State Heritage Register under the *Heritage Act 1977*,
- (c) alterations, enlargements or extensions that result in a space that cannot be fully enclosed (for example, a veranda that is open or enclosed by screens, mesh or other materials that permit the free and uncontrolled flow of air), other than a space can be fully enclosed but for a vent needed for the safe operation of a gas appliance,
- (d) alterations, enlargements or extensions that the Director-General has declared, by order published in the Gazette, to be BASIX excluded development.

A BASIX Certificate **MAY** be obtained for certain developments by an Applicant even though there is no obligation to do so. This is called "**BASIX optional development**".

BASIX optional development means any of the following development that is not BASIX excluded development:

- (a) development that involves the alteration, enlargement or extension of a BASIX affected building, where the estimate of the construction cost of the development is less than \$50,000
- (b) development for the purpose of a swimming pool or spa, or combination of swimming pools and spas, that services or service only one dwelling and that has a capacity, or combined capacity, of less than 40,000 litres.

If the proposed development involves the alteration, enlargement or extension of a BASIX affected building that contains more than one dwelling, a separate BASIX certificate is required for each dwelling concerned. Further information about BASIX and to obtain a BASIX Certificate, go to <http://www.basix.nsw.gov.au>. You should review the website to determine whether your development is affected or exempt from the BASIX provisions.

Long Service Levy Payment

A complying development certificate must not be forwarded or delivered to the Applicant unless any long service payment levy payable under s.34 of the Building and Construction Industry Long Service Payments Act 1986 (or, where such a levy is payable by instalments, the first instalment of the levy) has been paid.

The Applicant should attach a copy of a receipt for any long service payment levy that has been made or make arrangements for a copy to be available to be provided to the certifying authority prior to the release of a complying development certificate.

PCA SERVICE AGREEMENT

Engagement

The engagement or the appointment of the PCA will not commence until the proposed PCA has accepted and notified their acceptance of the appointment to the Owner or Authorised Representative and the Local Council. The proposed PCA or MB Certifications Pty Ltd will not accept any responsibility for any damages, losses or delays suffered by the Applicant as a result of omissions or errors contained within this form or failure of the Applicant to comply with all items contained in this form.

Scope

The scope of works covered under this appointment is restricted to those building works as described in the "Details of Development" within this form.

Terms and Conditions

1. All information provided by the Applicant on this form will be taken to be accurate and correct. The PCA does not accept any responsibility for any intentional or unintentional error or omission made by the Applicant on this form.
2. Where building works have commenced prior to the acceptance of appointment of PCA without the knowledge of the intended PCA the appointment shall be invalid and acceptance of the appointment will be withdrawn.
3. The Applicant is obliged to keep the PCA informed of any changes to the details of Principal Contractor (builder) and any relevant insurances required by the builder. Failure to meet this obligation will result in the Applicant indemnifying the PCA against any losses or suffering as a result of non compliance with the legislative requirements.
4. The Applicant is responsible for ensuring that a copy of Home Warranty Insurance or Owner Builder Permit is submitted to the PCA prior to the commencement of building works. The acceptance of the appointment will not occur until this requirement has been met.
5. It is the responsibility of the Applicant to ensure that critical stage inspections are booked in with our office, or make arrangements for your builder to do this on your behalf no later than 3pm on the prior business day via fax, post or email.

2. I/We have obtained consent from the owner/s of the property to apply and obtain a Construction or Complying Development Certificate. Such written consent is provided with this application.
3. I/We have read, understood and hereby accept the terms and conditions outlined in this form.
4. I understand that the Application for a Construction or Complying Development Certificate is not complete until all required documentation has been received by MB Certifications Pty Ltd.
5. I understand that the Application for and acquisition of a Construction or Complying Development Certificate does not authorise Commencement of Building Work.

Owners Consent	
<i>(If there are more than two owners please attach additional copies of this page)</i>	
<small>Owner 1</small>	<small>Owner 2</small>
Name <input style="width: 90%;" type="text" value="Maraya Bell"/>	Name <input style="width: 90%;" type="text" value="Neil Marshall"/>
Postal Address <input style="width: 90%;" type="text" value="1 Fazzolari Ave"/>	Postal Address <input style="width: 90%;" type="text" value="1 Fazzolari Ave"/>
<input style="width: 90%;" type="text" value="Mora Vale 2103"/>	<input style="width: 90%;" type="text" value="Mora Vale 2103"/>
Phone <input style="width: 90%;" type="text" value="0419163976"/>	Phone <input style="width: 90%;" type="text" value="0499189996 0405573485"/>
Email <input style="width: 90%;" type="text" value="marayabelle@gmail.com"/>	Email <input style="width: 90%;" type="text" value="neilmarshall@gmail.com"/>
OWNER STATEMENT: As the owner(s) of the above property, I/we authorise the certifying authority, or an accredited certifier, council or consent authority, to enter the subject property at any reasonable time for the purpose of carrying out an inspection in connection with the assessment of this application. I/we undertake to take all necessary steps make access available to the property to enable the inspection to be carried out.	
<small>Owner 1</small>	<small>Owner 2</small>
Signature <input style="width: 90%;" type="text" value="Maraya Bell"/>	Signature <input style="width: 90%;" type="text" value="Neil Marshall"/>
Date <input style="width: 90%;" type="text" value="16/3/16"/>	Date <input style="width: 90%;" type="text" value="16/3/16"/>
STRATA TITLE AND COMMUNITY TITLE – If the property is a unit under strata title or a lot in a community title, in addition to the owner's signature the common seal of the Owners Corporation must be stamped on this form and signed by the chairman of the Owners Corporation or the appointed managing agent.	
Strata Seal	<p>Please note that all owners of the property must provide written consent. If you are signing on the owner's behalf as the owner's legal representative, please attached documentary evidence as to the nature of your legal authority, e.g. Power of Attorney, Company Director, Executor, Trustee.</p> <p>Documents accompanying this application shall be as prescribed by the Environmental Planning & Assessment Act, 1979, as amended, and Schedule 1 of the Environmental Planning & Assessment Regulation 2000, as amended.</p>

2. I/We have obtained consent from the owner/s of the property to apply and obtain a Construction or Complying Development Certificate. Such written consent is provided with this application.
3. I/We have read, understood and hereby accept the terms and conditions outlined in this form.
4. I understand that the Application for a Construction or Complying Development Certificate is not complete until all required documentation has been received by MB Certifications Pty Ltd.
5. I understand that the Application for and acquisition of a Construction or Complying Development Certificate does not authorise Commencement of Building Work.

Owners Consent	
<i>(If there are more than two owners please attach additional copies of this page)</i>	
Owner 1	Owner 2
Name	Name
<input type="text" value="Sara Bell"/>	<input type="text" value="DANIEL RICKETTS"/>
Postal Address	Postal Address
<input type="text" value="1 Fazzolari Ave"/>	<input type="text" value="1 FAZZOLARI AVE"/>
<input type="text" value="Mona Vale NSW"/>	<input type="text" value="MONA VALE NSW"/>
Phone	Phone
<input type="text" value="0414 341982"/>	<input type="text" value="04 1069 2024"/>
Email	Email
<input type="text" value="sara_daisy@hotmail.com"/>	<input type="text" value="RICKETTS_DAN@YAHOO.COM.AU"/>
<p>OWNER STATEMENT: As the owner(s) of the above property, I/we authorise the certifying authority, or an accredited certifier, council or consent authority, to enter the subject property at any reasonable time for the purpose of carrying out an inspection in connection with the assessment of this application. I/we undertake to take all necessary steps make access available to the property to enable the inspection to be carried out.</p>	
Owner 1	Owner 2
Signature	Signature
<input type="text" value="Sara Bell"/>	<input type="text" value="Daniel Ricketts"/>
Date	Date
<input type="text" value="16/3/16"/>	<input type="text" value="16/3/16"/>
<p>STRATA TITLE AND COMMUNITY TITLE – If the property is a unit under strata title or a lot in a community title, in addition to the owner's signature the common seal of the Owners Corporation must be stamped on this form and signed by the chairman of the Owners Corporation or the appointed managing agent.</p>	
<input type="text" value="Strata Seal"/>	<p>Please note that all owners of the property must provide written consent. If you are signing on the owner's behalf as the owner's legal representative, please attached documentary evidence as to the nature of your legal authority, e.g. Power of Attorney, Company Director, Executor, Trustee.</p> <p>Documents accompanying this application shall be as prescribed by the Environmental Planning & Assessment Act, 1979, as amended, and Schedule 1 of the Environmental Planning & Assessment Regulation 2000, as amended.</p>

INFORMATION REQUIRED FOR THE AUSTRALIAN BUREAU OF STATISTICS

Please complete this table indicating the types of building materials to be used in association with this application

All New Buildings							
• Number of storeys (including underground storeys)	<input type="text"/>						
• Gross floor area of the new building	<input type="text"/>						m ²
• Gross site area	<input type="text"/>						m ²
Residential Buildings Only							
• Number of existing dwellings on site	<input type="text"/>						
• Number of existing dwellings to be demolished	<input type="text"/>						
• Number of new dwellings to be constructed	<input type="text"/>						
• Will the new building(s) be attached to any existing building ?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>			
• Will the new building(s) be attached to any other new building ?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>			
• Does the site contain a dual occupancy? (NB dual occupancy = two dwellings on the same site)	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>			
Materials – Residential Buildings							
Walls	Code	Roof	Code	Floor	Code	Frame	Code
<input type="checkbox"/> Brick (double)	11	<input type="checkbox"/> Tiles	10	<input type="checkbox"/> Concrete/slate	20	<input type="checkbox"/> Timber	40
<input type="checkbox"/> Brick(veneer)	12	<input type="checkbox"/> Concrete / slate	20	<input checked="" type="checkbox"/> Timber	40	<input type="checkbox"/> Steel	60
<input type="checkbox"/> Concrete/stone	20	<input type="checkbox"/> Fibre cement	30	<input type="checkbox"/> Other	80	<input type="checkbox"/> Aluminium	70
<input type="checkbox"/> Fibre cement	30	<input type="checkbox"/> Steel	60	<input type="checkbox"/> Not specified	90	<input type="checkbox"/> Other	80
<input type="checkbox"/> Timber	40	<input type="checkbox"/> Aluminium	70			<input type="checkbox"/> Not specified	90
<input type="checkbox"/> Curtain glass	50	<input type="checkbox"/> Other	80				
<input type="checkbox"/> Steel	60	<input type="checkbox"/> Not specified	90				
<input type="checkbox"/> Aluminium	70						
<input type="checkbox"/> Other	80						
<input type="checkbox"/> Not specified	90						



APPOINTMENT OF PRINCIPAL CERTIFYING AUTHORITY

Environmental Planning & Assessment Act, 1979 – S81A(2) or 86(1)

Application No.:	Date of Issue
<input type="text"/>	<input type="text"/>

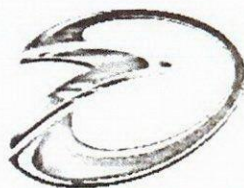
Property / Development Details		
Lot/s No.	DP/SP No.	Section/Volume/Folio
94263		
Unit/Shop/Street No.	Street Name	
1	Fazzolari Ave	
Suburb	Postcode	
Monre Vale	2103	
Development Consent	Date of Approval	Issued By
<input type="text"/>	<input type="text"/>	<input type="text"/>
Description of Development		
Swimming Pool		

Details of Person Appointing the PCA		
Name:		
Maraya Bell		
Postal Address:		
1 Fazzolari Ave Monre Vale		
Phone	Fax	Email
0419163976		Marayabelle@gmail.com
Signature	Date	
	16/3/16	

PCA Details (Please place a tick in the relevant box – 1 only)	
<input checked="" type="checkbox"/>	Mathew Bodley – BPB0037 MB Certifications Pty Ltd PO Box 32, West Pennant Hills NSW 2125 Email: mat@mbcertifications.com.au Phone: (02) 9980 1156

Consent to Appointment (Office Use Only)	
I consent to being appointed as the PCA for the development.	
<input type="checkbox"/> Mathew Bodley – BPB0037	
Signature	Date
	<input type="text"/>

MB Certifications Pty Ltd
PO Box 32 West Pennant Hills NSW 2125
Phone: (02) 9484 4222
ABN 35 129 941 322



MB CERTIFICATIONS

Agreement for the Performance of Certification Works

In accordance with Clause 19A of the Building Professionals Regulation, 2007

Agreement Between

This agreement is between The Certifier (as identified in section C1) and the Client (as listed in Section C2) of this contract.

Part A. Introduction

1. The Certifier is an accredited certifier and is authorised to carry out the certification work which is the subject of this Agreement.
2. The Client seeks to engage the Certifier to perform certification work on the terms set out in this Agreement.

Part B. Interpretation

Words and terms used in this Agreement are defined in the Dictionary (page 4).

Part C. Parties to the agreement

1. The Certifier

<input checked="" type="checkbox"/> Mathew Bodley – BPB0037 MB Certifications Pty Ltd Suite 12, 7 Sefton Road, Thornleigh NSW 2120 Email: admin@mbcertifications.com.au Phone: (02) 9484 4222

2. The Client

Name: Maraya Bell		
Postal Address: 1 Fazolaris Ave Mona Vale 2103		
Phone 0419163976	Fax	Email marayabell@gmail.com

Part D: Certifier's Insurance Details

Name of insurer: CGU Insurance Limited
Address: 181 William Street, Melbourne VIC 3000
Policy No/Identifier: 15T1152064
Period of insurance cover: 16 December 2015 to 16 December 2016

Part E: The Development

Lot/s No. 94265	DP/SP No.	Section/Volume/Folio
Unit/Shop/Street No. 1	Street Name Fazolaris Ave	
Suburb Mona Vale 2103	Postcode 2103	
Description of Development Swimming Pool		

MB Certifications Pty Ltd
Suite 12, 7 Sefton Road, Thornleigh NSW 2120

<input type="checkbox"/> Development Consent issued by Council Development Consent <input type="text"/> Date of Approval <input type="text"/> Issued By <input type="text"/>	<input checked="" type="checkbox"/> Complying Development Certificate <input checked="" type="checkbox"/> Mathew Bodley BPB0037 If other Certifier please Specify: <input type="text"/> Certificate No. <input type="text"/> Date of Certificate <input type="text"/>
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Details of approved documents

The plans, specifications and other documents approved by Council as part of the above mentioned development consent or as listed on the above mentioned Complying Development Certificate.

Inspections

All inspections of the development site or the development required under the EP&A Act or the EP&A Regulation will be carried out by the certifier. These are details of the person that the Certifier proposes, at the date of the Agreement, to have perform the inspections. In the event that these proposed arrangements change, the Certifier will inform the Client in writing of the details of the person who will be carrying out the inspections as soon as possible after arrangements are made.

Part F. Certification work to be performed

1. Determination of Applications for Development Certificates

<input checked="" type="checkbox"/> Complying Development Certificate	<input type="checkbox"/> Construction Certificate
<input type="checkbox"/> Compliance Certificate	<input type="checkbox"/> Occupation Certificate*

2. Undertaking the functions of Principal Certifying Authority (PCA)

The certifier undertakes the functions of PCA for the development, refer to Page 4.

Part G. Fees and charges

1. Development certificates

(a) Set fees and charges

The fees and charges for the determination of an application for a development certificate are as agreed. The set fees and charges for the determination of a development certificate must be paid to the Certifier before, or at the time, an application for the development certificate is lodged with the Certifier.

(b) Contingency fees and charges

In the case of fees and charges that may be payable for work arising from unforeseen contingencies, the basis on which those fees and charges are to be calculated are set out in the relevant Attachment. In respect of any unforeseen contingency work provided for under this Agreement, the Certifier is to send an invoice to the Client within 21 days after the completion of any such work.

2. PCA functions

(a) Set fees and charges

The fees and charges for the Certifier to carry out the functions as the PCA for the development are as agreed. The set fees and charges for the carrying out of the functions as the PCA for the development are to be paid in full before the Certifier commences to carry out any of those functions.

(b) Contingency fees and charges

In the case of fees and charges that may be payable for work arising from unforeseen contingencies, the basis on which those fees and charges are to be calculated are set out in the relevant Attachment. In respect of any unforeseen contingency work provided for under this Agreement, the Certifier is to send an invoice to the Client within 21 days after the completion of any such work.

Part H. Statutory obligations (tick appropriate box)

An information brochure which is to include information about statutory obligations must accompany this Agreement, if one is published by the Building Professionals Board on its website. The Board is the statutory body that accredits the Certifier and administers the *Building Professionals Act 2005*.

<input checked="" type="checkbox"/> A copy of the Board's Information Brochure is attached
<input type="checkbox"/> The Board has not published a brochure as at the date of the Agreement

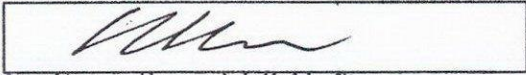
Part I. Conditions of Engagement

1. MB Certifications shall perform the services as listed in the "Description of Services" (*the Services*) in accordance with these conditions and the attached Letter of Fee Proposal, which, when read together, form the contract (Contract) between you (the Client) and MB Certifications.
2. MB Certifications must perform the Services to the standard of skill, care and diligence as is reasonably expected of a consultant performing the same or similar services.
3. The Client and MB Certifications may agree in writing to vary the Services. The value for each variation shall be calculated based on the Fee or as agreed between MB Certifications and the Client. Time for performing the Services shall be extended by a time equal to the variation.
4. The Client must pay to MB Certifications the Fee, the Reimbursable Expenses, the value of any Contingency Fees and any reasonable costs incurred by MB Certifications in performing its obligations under this Contract and agreed to by the Client.
5. The Client must ensure that a proposed complying development is located clear of all easements on the allotment as shown on the deposited plan and complies with any restriction listed in the 88B instrument.
6. Overdue payments will be subject to compound interest charged at the bank bill standard yield rate as displayed by Reuters for the unpaid period plus two per cent per annum calculated daily. MB Certifications may immediately stop performing the Services if the Client fails to pay any fees that are due and payable to MB Certifications under this Agreement ("Outstanding Fees"). MB Certifications must recommence the services as soon as the Client has paid all Outstanding Fees.
7. The Client must provide to MB Certifications all relevant, up-to-date and accurate information and documents relevant to the Services at the commencement, and during the term of, this contract. MB Certifications may rely on information and documents provided by the Client, but is under no duty to verify their accuracy or completeness.
8. MB Certifications liability to the Client is limited to quoted fee project. Liability is further reduced when it arises out of or in connection with any negligent act or omission or breach of contract by the Client. Neither party is liable to the other for loss of actual or anticipated revenue or profits, increased capital or financing costs, increased operational costs or increased costs of borrowing, pure economic loss, exemplary or punitive damages or indirect or consequential damages.
9. Twelve months from the date of MB Certifications final inspection or where a final inspection has not been requested by the Client, the last inspection undertaken by MB Certifications, each party releases the other from all current and future liability, save for any claim or dispute that has been notified in writing before that date.
10. MB Certifications does not accept any liability, whether directly or indirectly, for any liability or loss suffered or incurred by any person or third party placing any reliance on the performance of the Services or any documents, materials or advice arising from or in connection with the Services.
11. The Client indemnifies MB Certifications from any claim by, or liability to, a third party regarding third party use of, or reliance on, the Services.
12. This contract constitutes the entire contract for the performance of the services and supersedes all previous arrangements, correspondence, tenders, representations, proposals, understandings and communications whether written or oral.
13. Intellectual property rights in any drawings, reports, specifications, calculations and other documents provided, or created by MB Certifications in connection with the performance of the Services remain the property of MB Certifications.
14. MB Certifications does not accept any liability, whether directly or indirectly, for any damages or costs associated with the inability to issue an Occupation Certificate due to, but not limited to unapproved/illegal building works, non-compliance with development consent conditions, unsatisfactory final inspection, missed critical stage inspections, non-compliance with approved building plans or failure to pay the required fees.
15. Any dispute between the Client and MB Certifications may be notified in writing by a party to the other party. If a dispute is to be notified, it must be delivered by hand or registered post, and adequately detail the dispute. Within seven days of service of a notice, senior representatives from each party with authority to settle the dispute must meet and use best endeavours to resolve the dispute. If the dispute is not resolved within seven days (or other period as agreed between the parties), either party may by written notice refer the dispute to a mediator appointed by both parties, or failing such agreement, appointed by the President of the Institute of Arbitrators and Mediators Australia. If the dispute is not resolved by mediation, either party may commence legal proceedings or such alternative dispute resolution proceedings as agreed in writing by the parties. A party cannot comment legal proceedings unless it has issued a notice under this clause and the requirements of this clause have been complied with.

Part J. Date of agreement

This Agreement is made on the following date

Part K. Signatures

	<input type="text"/>
Signed/executed by or on behalf of the Client	Signature of Certifier

Attachment: Undertake the functions of Principal Certifying Authority (PCA)

Description of services

1. The Certifier will perform all work that is necessary to comply with relevant statutory requirements, including:
2. Not later than two days before any building work or subdivision work commences, the Certifier will:
 - notify the consent authority and/or the council of the Certifier's appointment as PCA, and
 - notify the Client of all inspections that are required to be carried out of the building work or subdivision work.
3. Ascertain, before any building work or subdivision work commences, that a construction certificate or complying development certificate has been issued for the work.
4. Ascertain, before any residential building work commences, that either:
 - the principal contractor is the holder of a licence under the *Home Building Act 1989* and is covered by appropriate insurance, or
 - where the work is to be carried out by an owner-builder, that an owner-builder permit has been issued under the *Home Building Act 1989*
5. The Certifier will either carry out all critical stage inspections of the building work or subdivision work prescribed by the EP&A Regulation or required by the Certifier, or ensure that the inspections are carried out by another certifying authority. However, the Certifier will personally carry out the last critical stage inspection that is prescribed for a building.
6. The Certifier will make a record as required by the EP&A Regulation of all inspections that he or she carries out and will ensure that any other certifying authority that has carried out an inspection also prepares a report and supplies it to the Certifier.
7. The Certifier will determine whether any inspection (other than the last critical stage inspection) has been not carried out due to circumstances that were unavoidable, and whether the work that would have been inspected was satisfactory. The Certifier will make a record of any such missed inspection as required by the EP&A Regulation and provide a copy to the Client. The Certifier will also notify the principal contractor or owner builder of the missed inspection as required by the EP&A Regulation.
8. Determine applications for occupation certificates or subdivision certificate (subject to separate terms under this Agreement).

Compliance functions

1. The Certifier will take such steps as he or she considers appropriate to address any of the following matters relating to the development:
 - non-compliance with the development consent
 - the carrying out of work without development consent
 - an unauthorised use of a building
 - a breach of a law relating to the carrying out of work or the use of the land
 - a threat to the safety of a person or a person's property
 - any other matter the Certifier considers to be in the public interest to address.
2. Without limiting the actions that the Certifier may take, the Certifier may:
 - attend the site or nearby properties to inspect any issue of concern relating to the development
 - confer with any person in relation to any issues of concern
 - cause correspondence to be issued to any person
 - refer any matter of concern to such persons or authorities as the Certifier considers appropriate, including the consent authority, the council, NSW Fair Trading or an environmental protection agency
 - issue notices under section 109L of the EP&A Act

Dictionary

Accredited certifier means the holder of a certificate of accreditation as an accredited certifier under the *BP Act*

Applicable environmental planning instrument means the State Environmental Planning Policy or the Local Environmental Plan nominated by the Client as the instrument against which an application for a complying development certificate is to be assessed.

BASIX means the Building Sustainability Index

BCA means the Building Code of Australia.

BP Act means the *Building Professionals Act 2005*

Certification work means:

- a) the determining of an application for a development certificate
- b) the issue of a development certificate
- c) carrying out the functions of a PCA
- d) carrying out of inspections for the purposes of section 109E(3)(d) of the EP&A Act
- e) carrying out inspections under section 22 *Swimming Pools Act 1992* and issuing certificates of compliance under that Act

Contractor licence means a licence issued under the *Home Building Act 1989*

Development certificate means:

- a) a certificate under Part 4A of the EP&A Act, being:
 - a construction certificate
 - a compliance certificate
 - a sub-division certificate
 - an occupation certificate
- b) a complying development certificate
- c) a strata certificate issued under the *Strata Schemes (Freehold Development) Act 1973* or the *Strata Schemes (Leasehold Development) Act 1986*

EP&A Act means the *Environmental Planning and Assessment Act 1979*

EP&A Regulation means the Environmental Planning and Regulation 2000

Owner-builder permit has the meaning given to it by the *Home Building Act 1989*

PCA means a principal certifying authority appointed under section 109E of the EP&A Act

Residential building work has the meaning given to it by the *Home Building Act 1989*

Variable Costs Agreement

The following costs have not been allowed for in this services proposal. Should these services be required during the course of this project, they will be subject to the following fees.

Service	Fee
Termination of projects prior to the issue of Construction Certificate or Complying Development Certificate (this is to be in writing)	Hourly rates as applicable to the member of staff involved
Assessment of applications for additional Construction Certificates (i.e. Staged Construction Certificates)	Subject to an additional quote
Site inspections that are additional to the listed mandatory critical stage inspections (pursuant to s109E(3)(d) of the Environmental Planning and Assessment Act 1979; cl 162A of the Environmental Planning and Assessment Regulations 2000)	\$200 + GST per inspection
Assessment of additional Occupation Certificate applications (i.e. interim Occupation Certificates)	\$400 + GST
Lodgement of documents with Council	Council's prescribed fee

Any fees incurred under this agreement will be invoiced and due and payable within 21 days. **No Occupation Certificates will be issued**, interim or final, until any outstanding invoices have been paid in full.

NB. Any expenses, costs or disbursements incurred in recovering any outstanding monies, including debt collection fees and legal fees, shall be paid by the customer, providing that those fees do not exceed the scale charges as charged by that debt collecting agency or legal representative. For the avoidance of doubt, this agreement is governed by the law in force in New South Wales.

I /we hereby acknowledge and confirm that I/we have read and understood the information set out in this 'Variable Costs Agreement' and agree to the terms contained therein. I/we understand that I/we will not be issued with any (interim or final) Occupation Certificate until all outstanding accounts have been settled.

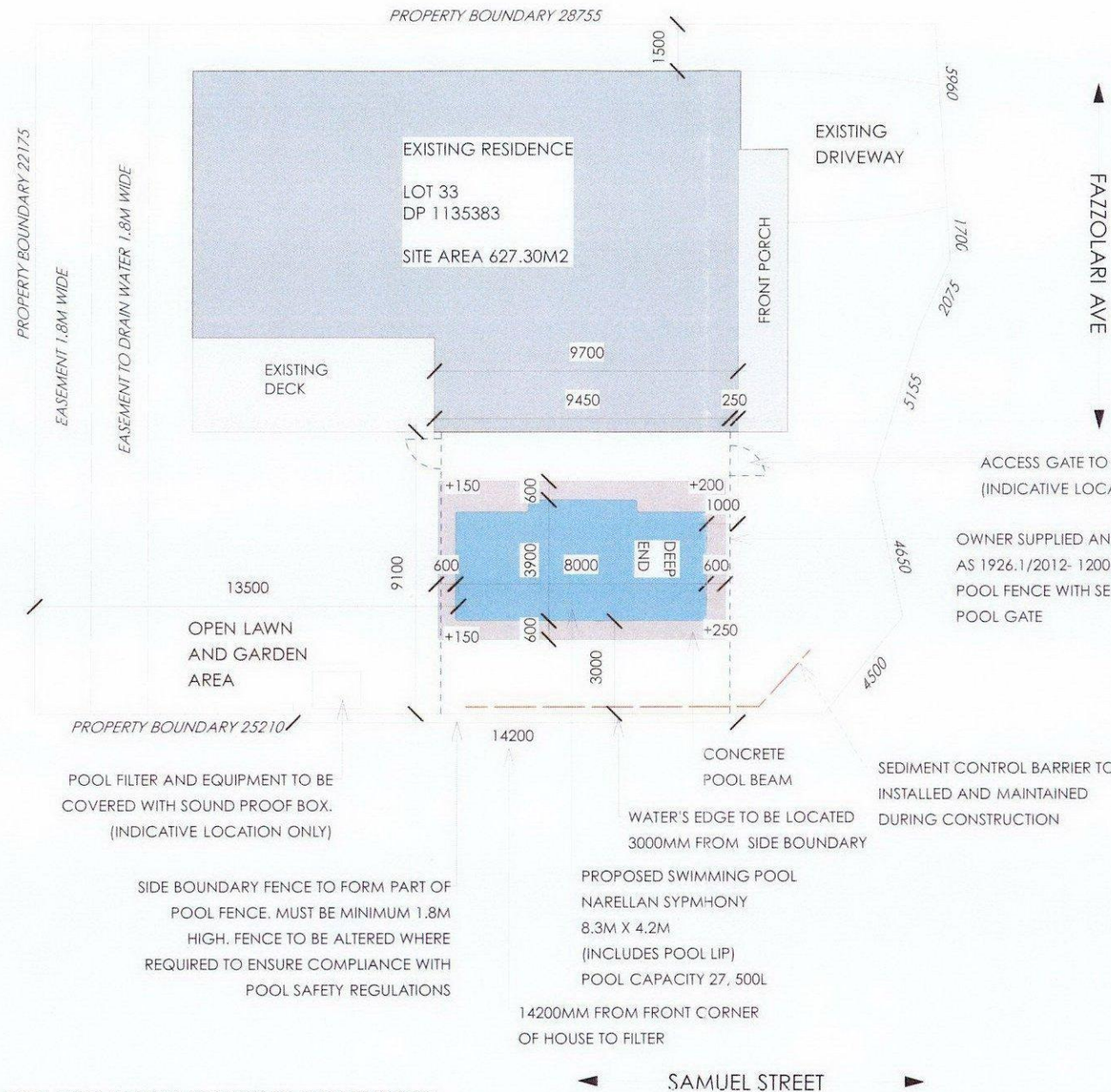
Applicant Name/s: Mareya Bell

Applicant signature/s: 

Date: 16/3/16

SITE PLAN

1 FAZZOLARI AVE, MONA VALE



SITE NOTES

DIMENSIONS AND LEVELS- UNLESS A CURRENT FULL SITE SURVEY HAS BEEN PROVIDED, DIMENSIONS AND MEASUREMENTS ARE INDICATIVE ONLY, AND MUST BE CONFIRMED ON SITE. MINOR ALTERATIONS MAY BE REQUIRED DEPENDING ON SITE VARIATIONS

POOL FILTER EQUIPMENT- MUST BE LOCATED-
- NOT MORE THAN 500MM ABOVE THE POOL WATER LINE
- NOT LESS THAN 2 (TWO) METRES FROM THE BODY OF WATER
- A MAXIMUM 12 (TWELVE) METRES FROM THE SWIMMING POOL AND MUST BE COVERED IN A SOUND PROOF BOX

NOTES AND SPECIFICATIONS

POOL AND POOL FENCING

Installation of pool shell and surrounds to be done in accordance with manufacturers specifications and details

Installation of pool fencing to be in accordance with The Swimming Pools Act 1992 and AS 1926- the pool fence shall be not less than 1.2m all the way around with a self closing gate.

No ancillary structures not immediately associated with the swimming pool, must be kept within the pool fenced area

It is the property owner's responsibility to ensure the fence is maintained and the self closing pool gate is in good working order

LANDSCAPED AREA SITE CALCULATIONS

Total site area= 627.30m²

(Landscaped requirement- 30% of lot size=188.19M² and 50% -94.09m² behind front building line)

Total existing hard space=237.26m² (38%)

(includes house, rear deck, paths and driveway)

Existing hard surface to be removed=nil

Proposed new (hard surface) works=50m²

(including pool and surrounds)

Total new hard space (including proposed works)=287.26m²

Percentage of hard space=45.80%

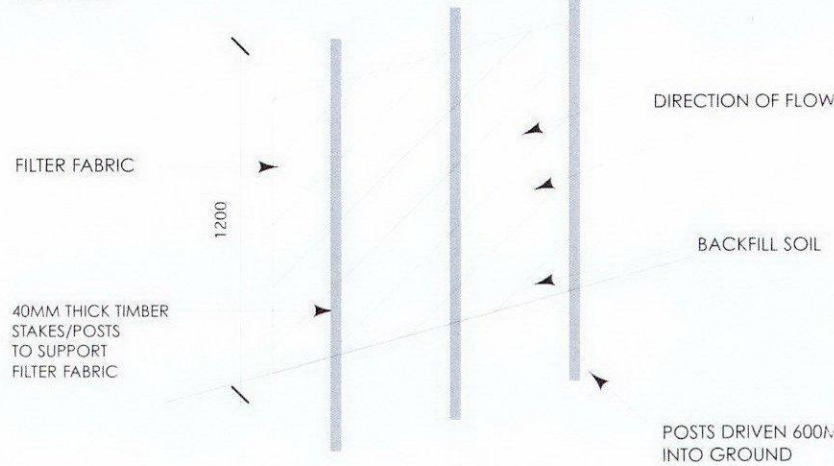
Percentage of landscaped space (balance)= 54.20%

Total Landscaped area=197.20m²

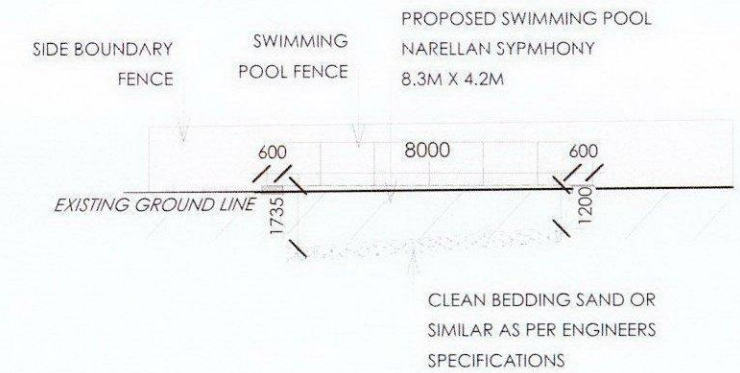
Landscaped area behind front building line=143.20m²

(Not including areas <1.5m wide)

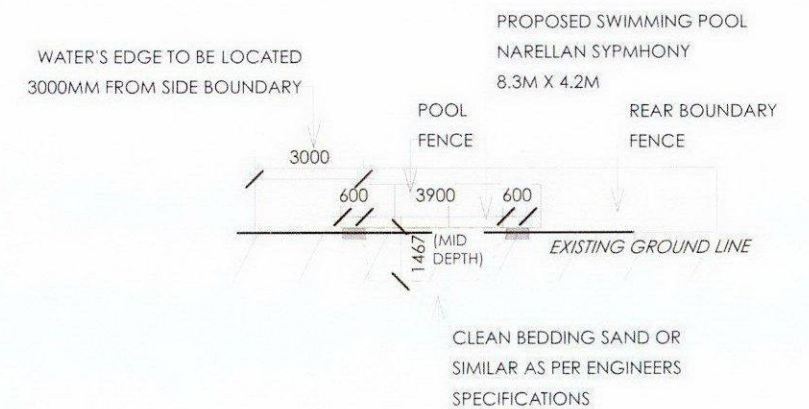
DETAIL 1 OF 1- SEDIMENT AND EROSION CONTROL BARRIER
SCALE 1:25



LONGITUDINAL SECTION/ELEVATION
-VIEW TO SIDE (EASTERN) BOUNDARY



SECTION/ELEVATION
-VIEW TO REAR (SOUTHERN) BOUNDARY



This plan/document forms part of the approved Certificate as issued by Mathew Bodley 0037

LANDSCAPER DESIGNER
LANDSCAPE DESIGN BY JACQUI RAY
PO Box 844, ST IVES, 2075
M: 0417680228 F: 43771433 E: jacqui@jacquiray.com.au



NOTES
1. Drawing not suitable for construction purposes.
2. Do not scale from drawings- use written dimensions only.
3. Contractor to verify location of all pipes and services prior to starting Works.
4. All Works to be carried out in accordance with the BCA.
5. DA approved plans are required to be constructed as approved to obtain occupancy certificate.
6. Plans are protected by Copyright Laws. No plan or part thereof may be used, copied or reproduced in any way without the prior written permission of Dig This

PROJECT
SWIMMING POOL
LOCATION
BELL RESIDENCE
1 FAZZOLARI AVE
MONA VALE

DRAWN
JR

SCALE
1:200@A3

DATE
14/4/16

TITLE
SITE PLAN

DWG NO
1 of 1

REV
B