

Application to Modify a Construction Certificate

Made under the Environmental Planning & Assessment Act. 1979 and Part 4A Environmental Planning & Assessment Act 1979. Regulation Clause 148

LAST UPDATED 01 OCTOBER 2019

Date:

INTRODUCTION

Use this form to apply to modify a construction certificate. You can only make this application if the development has previously been approved and any required modification to the Development Consent has been approved.

MODIFICATION DETAILS

Development Application Number: Date Issued:

Construction Certificate Number: Date Issued:

Construction Certificate Modification Number:

Type of Modification: Minor Major

Provide details of manner and extent and provide evidence that the modification does not substantially alter the development. (In the case of minor – indicate minor error, misdescription or miscalculation):

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APPLICANT DETAILS

Name(s): Mr/Mrs/Ms.....

Mailing Address:

Town/ Suburb: State: Postcode:

Telephone: Mobile: Fax:

Email:

LAND TO BE DEVELOPED

Flat/Street No: Street Name:

Town/ Suburb: State: Postcode:

Lot No: Section: DP/MPS No:

OWNER OF LAND

Must be completed by the owner of the land. If more than one owner, every owner must sign.

If the applicant is a company or owner's association, must be signed by a director or secretary (or authorised delegate) under common seal.

Owner Name(s):

I/We the undersigned are the owner(s) of the property described in this application and consent to its lodgement.

I/We hereby permit and duly authorise officers of the Gunnedah Shire Council to enter the land or premises to carry out inspections and surveys or take measurements or photographs as required for the administration of the Act(s), Regulations or Planning Instrument.

Signature: Date: *Capacity:

Signature: Date: *Capacity:

Signature: Date: *Capacity:

****If signing on the owner's behalf as the owner's legal representative, you must state the nature of your legal authority and attach documentary evidence (eg, power of attorney, executor, trustee, company director)***

APPLICANT DECLARATION

If the applicant is a company or owner's association, must be signed by a director or secretary (or authorised delegate) under common seal.

I/We the undersigned are the owner(s) of the property described in this application and consent to its lodgement.

I/We hereby permit and duly authorise officers of the Gunnedah Shire Council to enter the land or premises to carry out inspections and surveys or take measurements or photographs as required for the administration of the Act(s), Regulations or Planning Instrument

Signature: Date: *Capacity:

Signature: Date: *Capacity:

Signature: Date: *Capacity:

OFFICE USE ONLY

Type	Description	GST	Fee
81	Development Application Fees	No	\$
82	Plan First Levee	No	\$
83	Construction Certificate Fees	Yes	\$
84	Inspection Fees	Yes	\$
85	Long Service Levy Payment	No	\$
88	Sewerage Management System Fee	No	\$
89	Notification Fees	Yes	\$
89	Local Advertisement Fee	Yes	\$
106	Modification of Consent	No	\$
109	Complying Development Certificate	Yes	\$
111	Amend Construction Certificate	Yes	\$
115	Section 68 Approvals	Yes	\$
	Other:	Yes/No	\$
		Total	\$

Date: **Cashier:** **R/N:**

Zone:	Parcel ID:	Assessment Number:

Documentation Approved for Receipting: Date:

DISCLOSURE OF POLITICAL DONATIONS AND GIFTS

Amendments made to the Local Government Act 1993 and Environmental Planning & Assessment Act 1979 in relation to political donations and gifts will become effective from 1 October 2008.

These introduce obligations on applicants, those making submissions and decision makers in relation to the disclosure of information relating to political donations and gifts during the plan making or development assessment process.

When must an applicant/proponent make a disclosure?

A disclosure must be made by any person who has a financial interest in a planning application and who has made a reportable political donation in the 2 years before a planning application is made and/or determined.

When must a person making a submission make a disclosure?

Any submissions must include disclosure of any reportable political contribution or gift made in the previous two years, and up to the time the application is determined, by you or your associate to anyone including:

- (i) all reportable political donation made to any local councillor of the council
- (ii) all gifts made to any local councillor or employee of that council.

A reportable political donation made to a local councillor of any local council includes any donation made at the time the person was a candidate for election to the council.

You are advised that a person is guilty of an offence under s125 of the Environmental Planning & Assessment Act 1979 if the person fails to make a disclosure of a reportable political donation or gift if it is reasonable for that person to know such a reportable donation or gift should have been disclosed. It is also an offence to make a false statement. Currently, the maximum penalty is \$22,000 or imprisonment for 12 months, or both.

A blank disclosure statement which meets the requirements of the legislation is provided on the backside of this information. If you require any further information as to the definition of terms used, or clarification of your obligations, the Guideline produced by the Department of Planning may be obtained from their web-site – www.planning.nsw.gov.au, or a printed copy obtained from Council's Customer Services Centre.

Application No: Date Disclosure Made:

DISCLOSURE STATEMENT OF POLITICAL DONATIONS AND GIFTS

A disclosure statement of a reportable political donation or gift must accompany a planning application or submission if the reportable donation or gift is made within 2 years before the application or submission is made. If the donation or gift is made after the lodgement of the application, a disclosure statement must be sent to the relevant consent or approval authority within 7 days after the donation or gift is made.

Name of the person making donation or gift:

Residential address or Registered/official office:

ABN if not an individual:

Name/address of development application or planning matter:

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Date application lodged:

Consent or approval authority: **Gunnedah Shire Council**

Person's interest in application:

Applicant:

Person with *financial interest (explain)*:

Person making submission in opposition:

Person making submission in support:

Name of the person to benefit from the donation	Date donation made	Amount of the donation*
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Name of the person to whom gift is made	Date gift made	Amount or value of the gift*
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*Note: A reportable political donation of:

- \$1,000 or more made to or for the benefit of the party, elected member, group or candidate; or
- \$1,000 or more made by a major political donor to or for the benefit of a party, elected member, group or candidate; or
- Less than \$1,000 if the aggregated total of the donation made by the entity or person to the same party, elected member, group, candidate or person within the same financial year (ending 30 June) is \$1,000 or more.

Agreement for the Performance of Certification Work

INTRODUCTION

- The Council is a certifying authority that employs accredited certifiers who are authorised to carry out certification work on behalf of the Council.
- Section 73A of the Building Professionals Act 2005 provides that an accredited certifier must not carry out certification work for a person unless the certifier, or their employer, has entered into a written agreement with the person.
- This document, when signed by you and the Council, forms the agreement between you and the Council for the purposes of s73A of the Act.
- The rights and responsibilities of each party to this Agreement are set out in the following Attachment, which forms part of this Agreement.
- In the event that a dispute arises in relation to this Agreement, the parties agree to use their best endeavours to resolve the dispute.
- Words and terms used in this Agreement are defined in the Dictionary (page8).

PARTIES TO THE AGREEMENT

Gunnedah Shire Council (the 'Council')

63 Elgin Street, Gunnedah NSW, 2380

Phone. 02 6740 2100 Email. council@infogunnedah.com.au

The 'Client'

Client Name:

Client Address:

Suburb: State: Postcode:

Client Postal Address:

Telephone: Mobile:

Client Email:

PERSONS WHO MAY CARRY OUT THE CERTIFICATION WORK AND INSPECTIONS

- Certification work under this Agreement may be carried out by any of the following employees of the Council on behalf of the Council, subject to the terms of their accreditation:
 - Sue Cox, BPB1550
 - Blake O'Mullane BPB1124
- Inspections required under the Environmental Planning and Assessment Act 1979 may be carried out by any of the following employees of the Council subject to the terms of their accreditation:
 - Sue Cox, BPB1550
 - Blake O'Mullane, BPB1124
- The Council will notify you in writing if any other person is to carry out certification work and inspections prior to that work being undertaken.

THE DEVELOPMENT

Description of Development: (e.g. Single Storey Dwelling):

Street Address:

Lot Number: DP Number:

Development Consent granted by consent authority

Name of Consent Authority:

DA Consent Number: Date of Consent:

Development Consent given by the issue of a complying development certificate (CDC)

Name of Consent Authority:

CDC Number: Date of CDC:

Details of Approved Document:

Details of plans, specifications and other documents approved by development consent/CDC

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CERTIFICATION WORK TO BE PERFORMED

Determination of application for Development Certificates: *(Tick one or more boxes as appropriate)*

Determination of application for a complying development certificate*

Determination of application for a construction certificate*

Determination of application for an occupation certificate*

Undertaking the Functions of Principal Certifying Authority (PCA)

Undertaking the functions of PCA for the development*

** Refer to relevant Attachment(s) that contain a **Description of Services** and relevant **Fees and Charges**.*

FEES AND CHARGES

Fees and charges are set out in the following Attachment, which forms part of this agreement.

SIGNATURES

Signed/executed by or on behalf of the Council

Name:

Signature: Date:

Signed/executed by or on behalf of the Client

Name(s):

Signature(s):

Date:

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

ATTACHMENT: APPLICATION FOR A COMPLYING DEVELOPMENT CERTIFICATE (CDC)

Rights and Responsibilities of Council:

The Council agrees to perform all work necessary to comply with relevant statutory requirements and to facilitate timely determination of the application, including:

1. Providing a blank copy of CDC application form to the Client.
2. If necessary, obtaining a certificate under section 149 of the EP& A Act (subject to payment of the relevant fee by the applicant).
3. If the development is on a site which affects an existing building, inspecting, or arranging for another accredited certifier to inspect, the building and preparing a record of the inspection.
4. If clause 130(2A) or 130(2E) of the EP&A Regulation applies to the application (i.e. where there is an alternative solution relating to fire safety requirements) obtain a compliance certificate or written report from a fire safety engineer or another accredited certifier that satisfies the requirements of clause 130 of the EP&A Regulation (subject to payment of the relevant fee by the applicant).
5. Assessing whether the proposed development satisfies the development standards set out in the relevant environmental planning instrument, development control plan and the EP&A Regulation.
6. Determining the application and preparing a notice of the determination.
7. If the application is granted:
 - a. preparation of a complying development certificate and endorsement of all relevant plans, specifications and other documents
 - b. preparation of any associated fire safety schedule or fire link conversion schedule
 - c. determining whether any long service payment levy is required to be made, and if so, that the amount (or instalment) has been paid.
 - d. determining if any contributions plan requires the CDC to be subject to a condition requiring a monetary payment.
 - e. issuing the CDC to the Client together with associated endorsed plans specifications and other approved documents.
 - f. forwarding copies of documents prepared to statutory authorities, including the NSW Rural Fire Service, as required by the EP&A Regulation.

Rights and Responsibilities of Client:

1. The Client agrees to respond in a timely manner to any request from the Council for information concerning the proposed development.
2. The Client may terminate this agreement for any reason on the giving of at least two weeks written notice to the Council.
3. The Client agrees to pay all fees and charges set out below on or before lodgement of the application.

Fees and Charges:

The Council agrees to undertake all of the above work for a fixed fee of: \$.....

Any additional inspections to those included in the fixed fee will be charged separately.

This fee includes the costs of any service provided by a third party and any fees for obtaining or lodging documents, **except** for contingency items (if any) specified below:

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ATTACHMENT: APPLICATION FOR A CONSTRUCTION CERTIFICATE (CC)

Rights and Responsibilities of Council:

The Council agrees to perform all work necessary to comply with relevant statutory requirements and to facilitate timely determination of the application, including:

1. Providing a blank copy of CC application form to the Client.
2. If necessary, obtaining a certificate under section 149 of the EP& A Act
3. If the development is on a site which affects an existing building, inspecting, or arranging for another accredited certifier to inspect, the building and preparing a record of the inspection.
4. If clause 144 of the EP& A Regulation applies to the development (i.e. alternative solutions for certain fire safety measures), applying to the Fire Commissioner for an initial fire safety report.
5. If clause 144A of the EP& A Regulation applies to the application (i.e. where there is an alternative solution relating to fire safety requirements) obtaining a compliance certificate or written report from a fire safety engineer.
6. Assessing whether the application satisfies the requirements of the EP&A Regulation, including compliance with the BCA, the development consent and any pre-conditions to the issue of a CC.
7. Determining the application and preparing a notice of the determination.
8. If the application is granted:
 - a. preparing a construction certificate
 - b. endorsing all relevant plans, specifications and other documents
 - c. preparing any associated fire safety schedule or fire link conversion schedule
 - d. determining if any long service payment levy is required to be made, and if so, that the amount (or instalment) has been paid.
 - e. determining if any security or monetary payment or levy under sections 94 or 94A of the EP&A Act are required before the CC is issued.
 - f. issuing the CC to the Client together with associated endorsed plans specifications and other approved documents.
 - g. forwarding copies of documents prepared to the consent authority as required by the EP&A Regulation.

Rights and Responsibilities of Client:

1. The Client agrees to respond in a timely manner to any request from the Council for information concerning the proposed development.
2. The Client acknowledges the necessity for compliance with the conditions of development consent.
3. The Client may terminate this agreement for any reason on the giving of at least two weeks written notice to the Council.
4. The Client agrees to pay all fees and charges set out below on or before lodgement of the application.

Fees and Charges:

The Council agrees to undertake all of the above work for a fixed fee of: \$.....

Any additional inspections to those included in the fixed fee will be charged separately.

This fee includes the costs of any service provided by a third party and any fees for obtaining or lodging documents, **except** for contingency items (if any) specified below:

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ATTACHMENT: APPLICATION FOR AN OCCUPATION CERTIFICATE (OC)

Rights and Responsibilities of Council:

The Council agrees to perform all work necessary to comply with relevant statutory requirements and to facilitate the timely determination of the application, including:

1. Providing a blank copy of an OC application form to the Client.
2. Conducting an inspection of the development and prepare a record of the inspection.
3. If clause 144 of the EP& A Regulation applies to the development (i.e. alternative solutions for certain fire safety measures), applying to the Fire Commissioner for a final fire safety report.
4. Obtaining a final fire safety certificate or interim fire safety certificate as required by the EP& A Regulation.
5. Ensuring that all BASIX requirements required to be complied with before an OC may be issued have been satisfied, including obtaining any necessary BASIX completion receipt.
6. If clause 130(2A) or 144A(1) of the EP& A Regulation applied to the development (i.e. where there is an alternative solution relating to fire safety requirements), obtaining a further compliance certificate or written report from a fire safety engineer with respect to the completed works as required by clause 153A of the EP& A Regulation.
7. Assessing whether the application satisfies the requirements of the EP&A Regulation, including whether any preconditions of the development consent or CDC which are required to be met before an OC may be issued, have been met and (where building work has been carried out) whether the work is not inconsistent with the development consent).
8. Determining the application and preparing a notice of the determination.
9. If the application is granted, preparing an OC and issuing it to the Client.
10. Forwarding copies of documents prepared to the consent authority as required by the EP&A Regulation.

Rights and Responsibilities of Client:

1. The Client agrees to respond in a timely manner to any request from the Council for information concerning the proposed development.
2. The Client acknowledges the necessity for compliance with the conditions of development consent.
3. The Client may terminate this agreement for any reason on the giving of at least two weeks written notice to the Council.
4. The Client agrees to pay all fees and charges set out below on or before lodgement of the application.

Fees and Charges:

The Council agrees to undertake all of the above work for a fixed fee of: \$.....

Any additional inspections to those included in the fixed fee will be charged separately.

This fee includes the costs of any service provided by a third party and any fees for obtaining or lodging documents, **except** for contingency items (if any) specified below:

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ATTACHMENT: UNDERTAKE THE FUNCTIONS OF PRINCIPAL CERTIFYING AUTHORITY

Descriptive Services:

The Council agrees to perform all work that is necessary to comply with relevant statutory requirements, including:

1. Not later than two days before any building work or subdivision work commences:
 - a. notifying the consent authority of the Certifier's appointment as PCA
 - b. notifying the Client of all inspections that are required to be carried out of the building work or subdivision work.
2. Determining, before any building work or subdivision work commences, that a construction certificate or complying development certificate has been issued for the work.
3. Determining, before any residential building work commences, that either:
 - a. the principal contractor is the holder of a licence under the Home Building Act 1989 and is covered by appropriate insurance, or
 - b. 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
4. Carrying out all critical stage inspections of the building work or subdivision work prescribed by the EP&A Regulation or required by the Council, or ensuring that the inspections are carried out by another certifying authority. However, a certifier employed by the Council will personally carry out the last critical stage inspection that is prescribed for a building.
5. Making a record as required by the EP&A Regulation of all inspections that the Council carries out and ensuring that any other certifying authority that has carried out an inspection also prepares a report and supplies it to the Council.
6. Determining whether any inspection (other than the last critical stage inspection) that has not been carried out was due to circumstances that were unavoidable, and whether the work that would have been inspected was satisfactory. The Council will make a record of any such missed inspection as required by the EP&A Regulation and provide a copy to the Client. The Council will also notify the principal contractor or owner builder of the missed inspection as required by the EP&A Regulation.
7. Determining applications for occupation certificates or subdivision certificate (subject to separate terms under this Agreement).
8. Taking such steps as Council considers appropriate to address any of the following matters relating to the development:
 - a. non-compliance with the development consent
 - b. the carrying out of work without development consent
 - c. an unauthorised use of a building
 - d. a breach of a law relating to the carrying out of work or the use of the land
 - e. a threat to the safety of a person or a person's property
 - f. any other matter the Council considers to be in the public interest to address.
9. Without limiting the actions that Council may take, Council may:
 - a. attend the site or nearby properties to inspect any issue of concern relating to the development
 - b. confer with any person in relation to any issues of concern
 - c. cause correspondence to be issued to any person
 - d. refer any matter of concern to such persons or authorities as the Council considers appropriate, including the consent authority, NSW Fair Trading or an environmental protection agency
 - e. issue notices under 121H of the EP&A Act

Rights and Responsibilities of Client:

1. The Client agrees to respond in a timely manner to any request from the Council for information concerning the proposed development.
2. The Client acknowledges that inspections are required to be carried out of the building work or subdivision work and agrees to ensure that building personnel are aware of these inspections.
3. The Client agrees to give the Council not less than two days' notice before the commencement of any building works.
4. The Client acknowledges the necessity for critical stage inspections and compliance with the conditions of development consent.
5. The Client acknowledges that the Council must be given not less than 48 hours' notice before any 'critical stage inspection' or other inspection is required.
6. The Client may terminate this agreement for any reason on the giving of at least two weeks written notice to the Council.
7. The Client agrees to pay all fees and charges set out below on or before lodgement of the application.

Fees and Charges - PCA:

The Council agrees to undertake all of the above work for a fixed fee of: \$.....

Any additional inspections to those included in the fixed fee will be charged separately.

This fee includes the costs of any service provided by a third party and any fees for obtaining or lodging documents, **except** for contingency items (if any) specified below:

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