

Your reference  
Our reference 7007/2016/ADP  
Contact Officer Jayden Cave  
Telephone (07) 9810 7854



**Ipswich City Council**

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Vedanta Centre of Sydney Incorporate  
Brisbane Chapter  
C/- Springfield Land Corp. (No.2) Pty Ltd  
Attn: Brett Wilson  
[b.wilson@springfieldland.com.au](mailto:b.wilson@springfieldland.com.au)

20 December 2016

***SUSTAINABLE PLANNING ACT 2009***

***DEVELOPMENT APPLICATION DECISION NOTICE***

***Application Details***

**Application No:** 7007/2016/ADP

**Real Property Description:** Lots 1 and 2 on SP275460,

**Property Location:** 96 and 7001 Vedanta Drive, Springfield Lakes QLD 4300

**Decision Date:** 20 December 2016

**Decision Authority:** Team Coordinator (Development)

**1. Decision Details**

<b>Development</b>	<b>Approval Type</b>	<b>Decision</b>	<b>Relevant Period</b>
Area Development Plan to amend an Area Development Plan to:  Permit the Development of a Place of Public Worship, Indoor Entertainment (Hall) and Institutional Residence (Monastery)	Development Permit	Approved subject to the conditions set out in Attachment A - Assessment Manager Conditions	4 years

**2. Referral Agencies**

Not applicable to this decision.

**3. Approved Plans, Specifications and Supporting Material**

The approved plans, specifications and supporting material for this development approval are:

- (a) The plans and documents referred to in the table below (including the amendments that are required to be made to those plans and documents); and
- (b) Where the amended version of the plans and documents referred to in the table below have been approved by the Assessment Manager, the amended version of those plans and documents; and
- (c) The approved plans are attached to this decision notice.

**Table 1: Approved Plans/Specifications/Supporting Materials**

<b>APPROVED PLANS</b>				
<b>Plan No. &amp; Revision No.</b>	<b>Description</b>	<b>Prepared By</b>	<b>Date</b>	<b>Amendments Required</b>
A001 Rev. P3	Site Plan	J Kathiria	15 August 2016	<p>Refer to Attachment A, Condition 9 for Bushfire Management and Public Access requirements.</p> <p>A concrete footpath 2.0m wide must be constructed pursuant to Attachment A, Condition 9 'Bushfire Management and Public Access'.</p> <p>Additional landscaping to be provided pursuant to Attachment A, Condition 15 'Landscaping'.</p> <p>Overflow car park must have provision for forty-seven (47) car parking spaces pursuant to Attachment A, Condition 12 'Car Parking - Use and Maintenance'.</p> <p>Roadworks must be completed in accordance with the approved plans and Attachment A, Condition 20 'Roadworks'.</p> <p>The motorised sliding driveway gate must be setback into the property as shown in red.</p>
A101 Rev. P4	Lower Ground Level Floor Plan	J Kathiria	15 August 2016	N/A
A102 Rev. P4	Ground Level Floor Plan	J Kathiria	15 August 2016	N/A
A103 Rev. P3	Roof Plan	J Kathiria	15 August 2016	N/A
A300 Rev. P2	Elevations	J Kathiria	15 August 2016	N/A
A305 Rev. P3	Sections	J Kathiria	15 August 2016	N/A

**4. Preliminary Approval Affecting the Planning Scheme**

Not applicable to this decision.

**5. Codes for Self Assessable Development**

Not applicable to this decision.

**6. Other Necessary Development Permits and/or Compliance Permits**

Further development permits, as required by the *Sustainable Planning Act 2009*, must be obtained in respect of any operational works, building works and plumbing works in relation to this approval prior to the commencement of works pursuant to the *Sustainable Planning Act 2009* and Springfield Structure Plan.

**7. Details of any Compliance Assessment Required for Documents or Work In Relation to the Development**

Not applicable to this decision.

**8. Submissions**

Not applicable to this decision.

**9. Conflict with a Relevant Instrument and Reasons for the Decision Despite the Conflict**

Not applicable to this decision.

**10. When Development Approval Lapses**

The relevant period for this approval is as outlined in part 1 'Decision Details' of this decision notice, starting the day the approval takes effect. Unless the relevant period is extended by the Assessment Manager pursuant to Chapter 6, Part 8, Division 5 of the *Sustainable Planning Act 2009* (Extending period of approvals), this development approval lapses in accordance with section 341 of the *Sustainable Planning Act 2009*.

**11. When Section 242 Preliminary Approval Lapses**

Not applicable to this decision.

**12. Conditions of Assessment Manager (Ipswich City Council)**

Refer to Attachment A for Assessment Manager Conditions.

**13. Trunk Infrastructure**

Not applicable to this decision.

**14. Infrastructure Charges**

- (a) Refer to Annexure A of Attachment A for Council's infrastructure charges notice.
- (b) From 1 July 2014, the Central SEQ Distributor-Retailer Authority (QUU) will issue all Infrastructure Charges Notices for charges relating to water and wastewater. For further information, it is recommended that you contact QUU's developer customer service team on (07) 3432 2200.

**15. Appeal Rights**

Attachment B is an extract from the Springfield Structure Plan that details the applicant's appeal rights and the appeal rights of any submitters regarding this decision.

Yours faithfully



Tim Foote  
**TEAM COORDINATOR (DEVELOPMENT)**

**CC.** Queensland Urban Utilities

**Enc.**

- Assessment Manager Conditions (Attachment A)
- Section 11 of Springfield Structure Plan (Attachment B)
- Approved Plans

**Attachment A****File No: 7007/2016/ADP****Location: 96 and 7001 Vedanta Drive, SPRINGFIELD LAKES QLD 4300****Proposal: Area Development Plan to amend an Area Development Plan to Permit the Development of a Place of Public Worship, Indoor Entertainment (Hall) and Institutional Residence (Monastery)****Assessment Manager (Ipswich City Council) Conditions****Conditions applicable to this approval under the Sustainable Planning Act 2009**

No.	Condition	The time by which the condition must be met, implemented or complied with
<b>1.</b>	<b>Basis of Approval</b>  This approval incorporates as a condition, the applicant's common material (as defined in Schedule 3 – Definitions of the <i>Sustainable Planning Act 2009</i> ) for the application and adherence to all relevant Council Local Laws and/or the <i>Ipswich Planning Scheme</i> (including Planning Scheme Policies) unless otherwise varied by this approval or varied by a condition of this approval.  Note: Any variation in the development from that approved herein may constitute assessable development pursuant to the <i>Sustainable Planning Act 2009</i> .	From the commencement of the construction of the development and at all times thereafter.
<b>2.</b>	<b>Minor Alterations</b>  Notwithstanding the requirements detailed in this approval, any other minor alterations accepted in writing by the assessment manager will suffice.	At all times after the approval is granted.
<b>3.</b>	<b>Development Plans</b>  The applicant must undertake the development generally in accordance with the approved plans outlined in part 3 of this development permit.	From the commencement of the construction of the development and at all times thereafter.
<b>4.</b>	<b>Locality References</b>  (a) The applicant must ensure any place name, estate name or development name used in respect of this development in any form of advertising or communication (excluding a reference to a building, structure or the like and excluding minor, subsidiary signage within a development to Council's satisfaction) must specify the relevant, approved place name under the <i>Place Names Act 1994</i> and must comply with the following:	At all times after the approval is granted.

	<p>(i) Be in the same colour, background colour, typeface, font, font characteristics and character spacing as the place/estate/development name;</p> <p>(ii) Be in lettering at least 50% of the size of the place/estate/development name;</p> <p>(iii) Be in the same orientation as the place/estate/development name; and</p> <p>(iv) Be in either title case or all in upper case.</p>	
(b)	The applicant must not at any time refer to the location of the site or the development, including the place or estate, as being located in Brisbane or a Brisbane suburb or in the metropolitan area or in the western suburbs.	At all times after the approval is granted.

<b>5.</b>	<b>Hours of Construction</b>	
	Unless otherwise approved in writing by the assessment manager, construction works must only occur within the hours as defined in <i>Planning Scheme Policy 3 - General Works, Part 5, Section 5.1.3.</i>	At all times during construction of the development.

<b>6.</b>	<b>Toilet Facilities</b>	
	The applicant must provide toilets (including facilities for the disabled, children and parents) that remain open for access for all patrons of the proposed development.	From the commencement of the use and at all times during the approved hours of operation thereafter.

<b>7.</b>	<b>Access for People with a Disability</b>	
	The applicant must provide adequate access for people in wheelchairs by means of an unimpeded continuous path of travel from any adjacent roadway, other public lands and from any car parking bay allocated for use by people with a disability, to all parts of the development which are normally open to the public.	At all times after the approval is granted.

<b>8.</b>	<b>Hearing Aid Loop</b>	
	The applicant must provide a hearing aid loop for the benefit of people with impaired hearing.	Prior to the commencement of the use and at all times thereafter.

9.	<b>Bushfire Management and Public Access</b>	
(a)	<p>Within the fire break buffer and public access area shown in yellow on the approved plans, the applicant must provide a bushfire management trail and public access along the full length of the southern boundary of the subject site. The applicant must construct the following within the bushfire management trail and access zone:</p> <ul style="list-style-type: none"> <li>(i) Provide a minimum 6.0m wide cleared "Fire Trail" zone located within the area immediately adjacent to the southern property boundary;</li> <li>(ii) Achieve a minimum of 1:4 cross gradient, with the intention of being maintainable by a tractor/slasher;</li> <li>(iii) Is to be suitably stabilised with "Cooch" grass coverage;</li> <li>(iv) Provide a 2.0m wide concrete footpath across the full southern boundary to connect to the existing footpath network within Poppy Crescent;</li> <li>(v) Include removable bollards adjacent to the southern boundary of 18 Poppy Crescent, Springfield Lakes (Lot 2856 on SP221271) and vehicular access points are to be provided to the "Fire Trail" zone. All vehicular access points will be suitably gated in accordance with Council standards;</li> <li>(vi) Within the balance of the buffer (i.e. the remaining 9.0m), all understorey vegetation must be removed to reduce fuel loads and declared plants, environmental weeds and rubbish is to be removed; and</li> <li>(vii) Provide an easement over the 15.0m wide firebreak and public access area for Council and the public to access this area of the site.</li> </ul>	Prior to the commencement of the use and at all times thereafter.
(b)	The applicant must provide a metal Trail Bike Deterrent Fence along the full extent of the southern property boundary as shown in red on the approved plan. The fence must be designed and constructed in accordance with Council's <i>Standard Drawing SP.87</i> .	Prior to the commencement of the use and at all times thereafter.



<b>10.</b>	<b>Car Park and Outdoor Lighting</b>	
(a)	Car parks and pedestrian walkways must be illuminated.	Prior to the commencement of the use and at all times thereafter.
(b)	All car park lighting must comply with the requirements outlined in <i>Australian Standard for Off-Street Car Parking (AS 2890.1:2004)</i> or any Australian Standard in substitution for this standard.	Prior to the commencement of the use and at all times thereafter.
(c)	The applicant must give consideration to light spillage onto adjoining land and roadways, and must ensure that all lighting associated with the development is designed, constructed, located and maintained so as not to cause nuisance to the occupants of nearby properties or passing traffic.	Prior to the commencement of the use and at all times thereafter.

<b>11.</b>	<b>Visual Treatment of Plant and Equipment</b>	
(a)	<p>The applicant must ensure all plant and equipment (inclusive of tanks, air conditioning units, compressors, generators, ducting, ventilation and the like):</p> <p>(i) Is <u>not</u> located between any building and the future dedicated road (ie. extension of Vedanta Drive); or</p> <p>(ii) Is appropriately screened (and ventilated) from view from Vedanta Drive (inclusive of the future expansion) and adjoining premises.</p>	Prior to the commencement of the use and at all times thereafter.
(b)	The applicant must, where screening is required pursuant to Condition 11(a) above, submit for written approval by the assessment manager details of the screening method or device. All screening must be of materials similar in appearance and specification to those used in the construction of buildings on the premises and adjacent premises.	Prior to the lodgement of an application for building works.
(c)	The applicant must construct and maintain all screening in accordance with the approval issued by the assessment manager.	Prior to the commencement of the use and at all times thereafter.

12.	Car Parking – Use and Maintenance	
(a)	<p>The applicant must provide a minimum of sixty-six (66) car parking spaces for the development consisting of the following:</p> <ul style="list-style-type: none"> <li>(i) Seventeen (17) constructed car parks within the north-western portion of the site, at the location shown on the approved plans;</li> <li>(ii) Two (2) spaces within the open carport contained within the lower level of the proposed place of worship; and</li> <li>(iii) Forty-seven (47) 'overflow' spaces in the north-eastern portion of the site as illustrated on the approved plans.</li> </ul>	Prior to the commencement of the use and at all times thereafter.
(b)	<p>The applicant must ensure all parking areas are:</p> <ul style="list-style-type: none"> <li>(i) Kept exclusively for parking for the development;</li> <li>(ii) Used exclusively for parking for the development;</li> <li>(iii) Accessible to both staff and customers during any approved hours of operation (unless otherwise indicated on the approved plans);</li> <li>(iv) Appropriately signposted at the entry/entries to the car park (eg "Staff and Customer Parking") in accordance with AS1742; and</li> <li>(v) Maintained in perpetuity.</li> </ul>	Prior to the commencement of the use and at all times thereafter.

13.	Access, Parking and Manoeuvring Areas	
(a)	The applicant must construct all parking, access and manoeuvring areas of concrete, asphaltic concrete or equivalent materials approved by the assessment manager (excluding the overflow parking).	Prior to the commencement of the use and all times thereafter.
(b)	The applicant must line-mark all sealed parking, access and manoeuvring areas in accordance with the relevant Australian Standard.	Prior to the commencement of the use and all times thereafter.
(c)	The applicant must make provision for all vehicles to enter and exit the site in forward gear.	Prior to the commencement of the use and all times thereafter.

(d)	<p>The applicant must construct a concrete layback and driveway slab in accordance with the following:</p> <ul style="list-style-type: none"> <li>(i) From the kerb alignment of the proposed Vedanta Drive extension to the property boundary for access to the development;</li> <li>(ii) Minimum 6.0m wide; and</li> <li>(iii) In accordance with Council's <i>Standard Drawing SR.13</i>.</li> </ul>	Prior to the commencement of the use and at all times thereafter.
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<b>14.</b>	<b>Waste Storage and Collection</b>	
(a)	The applicant must provide a screened waste storage area generally in accordance with the location detailed on the approved plans.	From the commencement of the use and at all times thereafter.
(b)	<p>The applicant must ensure all wash down waters from bin cleansing performed on the site is either:</p> <ul style="list-style-type: none"> <li>• Appropriately treated and discharged to sewer subject to a Trade Waste approval; or</li> <li>• The services of a refuse bin cleaning company are engaged.</li> </ul>	From the commencement of the use and at all times thereafter.
(c)	The applicant must ensure waste bins are collected on the site and there is no road-side collection.	From the commencement of the use and at all times thereafter.

<b>15.</b>	<b>Landscaping</b>	
(a)	<p>The applicant must submit, for written approval by the assessment manager, landscape plans (including fencing details) in accordance with section 12.6.4 (24) of the <i>Residential Code of the Ipswich Planning Scheme 2006</i> utilising only native, non-invasive, plant species such as those referenced in the <i>Ipswich City Council's Vegetation Communities Rehabilitation Guide</i>.</p>	In conjunction with the lodgement of the application for operational works.

(b)	<p>The landscaping required in Condition 15(a) above, must incorporate:</p> <p>(i) A minimum 3.0m wide dense planting adjacent to the western boundary of the subject site as detailed on the approved plans, consisting of landscaping with a height and density to form a visual screen to the adjoining residential properties.</p> <p>(ii) A landscape barrier (i.e. hedge) must be provided along the full length of the boundary of the easement required as part of Attachment A, Condition 9 'Bushfire Management and Public Access' as detailed on the approved plans.</p>	<p>In conjunction with the lodgement of the application for operational works.</p>
(c)	<p>In the event that fencing is proposed along the boundary of the easement provided as part of Attachment A, Condition 9 'Bushfire Management and Public Access' as detailed on the approved plans, the applicant must ensure that the fencing is constructed as an open style fence (eg. pool fencing).</p>	<p>Prior to the commencement of the use and at all times thereafter.</p>
(d)	<p>In the event that timber fencing is constructed on-site, the applicant must design and construct the fencing such that timber palings are positioned on the external façade of the fence (directed towards the future road or public place).</p>	<p>In conjunction with the lodgement of the application for operational works.</p>
(e)	<p>The applicant must provide landscaping and fencing works in accordance with the approved landscape plans.</p>	<p>Prior to the commencement of the use and at all times thereafter.</p>
(f)	<p>The applicant must submit to the assessment manager a Certificate of Compliance for Landscape Works completed by a qualified landscape designer stating the works have been completed in accordance with requirements of the approved landscape plan.</p>	<p>Prior to the commencement of the use.</p>

16.	Hours of Operation							
(a)	Unless otherwise approved in writing by the assessment manager, the applicant must not conduct activities unless for domestic residential purposes from the premises outside of the following hours:  Monday to Sunday, 7:00am to 8:00pm	From the commencement of the use and at all times thereafter.						
(b)	The applicant must ensure service vehicles (including refuse collection) do not access or operate on the site outside the hours listed in the table below:  <table><tr><th>Day</th><th>Time</th></tr><tr><td>Monday to Saturday (excluding public holidays)</td><td>7:00am – 6:00pm</td></tr><tr><td>Sundays or Public Holidays</td><td>No refuse collection or deliveries must be undertaken.</td></tr></table>	Day	Time	Monday to Saturday (excluding public holidays)	7:00am – 6:00pm	Sundays or Public Holidays	No refuse collection or deliveries must be undertaken.	From the commencement of the use and at all times thereafter.
Day	Time							
Monday to Saturday (excluding public holidays)	7:00am – 6:00pm							
Sundays or Public Holidays	No refuse collection or deliveries must be undertaken.							
(c)	The assessment manager may amend the above hours of operation outlined in Condition 16(a) above if:  (i) Complaints about noise are received by the assessment manager; and  (ii) Complaints are not considered frivolous or vexatious.	From the commencement of the use and at any time thereafter.						

<b>17.</b>	<b>Noise</b>							
(a)	<p>The applicant must provide to Council certification from a suitably qualified and practicing acoustic professional that the proposed development achieves the following objective:</p> <p>(i) The contribution from all varying noise sources associated with the development does not exceed a level listed in the table below, adjusted for tonality and impulsiveness, when measured at the boundary of nearest residential use.</p> <table><tr><th>Time Period</th><th>Noise level when measured at the boundary of nearest residential use (<math>L_{Aeq,T}</math>)</th></tr><tr><td>7:00am – 6:00pm</td><td>50</td></tr><tr><td>6:00pm – 8:00pm</td><td>45</td></tr></table>	Time Period	Noise level when measured at the boundary of nearest residential use ( $L_{Aeq,T}$ )	7:00am – 6:00pm	50	6:00pm – 8:00pm	45	From the commencement of the use and at all times thereafter.
Time Period	Noise level when measured at the boundary of nearest residential use ( $L_{Aeq,T}$ )							
7:00am – 6:00pm	50							
6:00pm – 8:00pm	45							

(b)	In the event ongoing bona fide complaints about noise from the development are received by the assessment manager that are not considered frivolous or vexatious, the applicant will be required to conduct an acoustic assessment by a suitably qualified acoustic professional to determine if the noise levels specified in Condition 17(a) above have been exceeded. In the event that noise levels have been exceeded, the applicant must address the source of the noise exceeding the levels specified in Condition 17(a) above and incorporate appropriate noise ameliorative measures into the development.	From the commencement of the use and at all times thereafter.
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<b>18.</b>	<b>Acoustic Management</b>	
(a)	The applicant must ensure the use of outdoor public address systems is restricted to emergency use only.	From the commencement of the use and at all times thereafter.
(b)	The applicant must ensure amplified music or live music is not played outdoors.	From the commencement of the use and at all times thereafter.
(c)	The applicant must ensure all metal grilles, metal plates or similar infrastructure that is subject to vehicular traffic is acoustically damped to prevent environmental nuisance.	From the commencement of the use and at all times thereafter.

<b>19.</b>	<b>Services</b>	
	The applicant must connect the development to reticulated water supply, sewer infrastructure, electricity supply and telecommunication utilities.	Prior to the commencement of the use.

<b>20.</b>	<b>Roadworks</b>	
(a)	The applicant must provide a minimum 20.0m extension of the existing Vedanta Drive to Council's standards for a Collector street, and an additional 8.5m radius temporary bitumen sealed turnaround area.	Prior to the commencement of the use.
(b)	The proposed Vedanta Drive extension and turnaround area must be located within an access easement in favour of Council.	Prior to the commencement of the use and at all times thereafter.
(c)	The applicant must have registered with the Titles Office a plan of subdivision associated with Council's Area Development Plan Approval No. 5260/15.	Prior to the commencement of the use.

<b>21.</b>	<b>Stormwater</b>	
(a)	The applicant must provide an allotment drainage system which is designed in accordance with QUDM and not less than Level III. Provision must be made for connections to the future drainage network required by the Vedanta Master Precinct Plan.	Prior to the commencement of the use.
(b)	The applicant must discharge stormwater runoff from all impervious areas to a lawful point of discharge. The proposed discharge areas must be treated in accordance with the recommendations of the required Dispersive Soil Management Plan.	Prior to the commencement of the use and at all times thereafter.

<b>22.</b>	<b>Stormwater Quality</b>	
(a)	<p>(i) The applicant must achieve the water quality objectives outlined in Table 2.3.1 of <i>Planning Scheme Policy 3 - General Works</i> of the <i>Ipswich Planning Scheme 2006</i> prior to stormwater runoff discharging from the site.</p> <p>Or</p> <p>(ii) The applicant must pay a monetary offset contribution to the assessment manager in lieu of the provision of stormwater quality treatment infrastructure for the development in accordance with section 3.2.3 of <i>Implementation Guideline No. 24 - Stormwater Management</i> of the <i>Ipswich Planning Scheme 2006</i>.</p>	Prior to the commencement of the use and at all times thereafter.
(b)	<p>Should the applicant choose to comply with Condition 22(a)(i) above, the applicant must submit for written approval by the assessment manager, a stormwater quality management plan (SQMP). The SQMP must include the following items:</p> <p>(i) Demonstrate stormwater runoff associated with the development achieves the water quality objectives outlined in Table 2.3.1 of <i>Planning Scheme Policy 3 - General Works</i> prior to discharge from the site; and</p> <p>(ii) Where MUSIC modelling is undertaken an electronic copy of the MUSIC (.sqz) file must be submitted to the assessment manager for review.</p>	In conjunction with the lodgement of the application for operational works.

<b>23.</b>	<b>Earthworks</b>	
	The applicant must design all earthworks (including earth retaining structures) in accordance with <i>Planning Scheme Policy 3 - General Works</i> , Part 4 of the <i>Ipswich Planning Scheme 2006</i> .	In conjunction with the lodgement of the application for operational works and during construction.

<b>24.</b>	<b>Sediment &amp; Erosion Management - Construction &amp; Operational Phases</b>	
	The applicant must provide for all unpaved and disturbed areas sufficient grass or equivalent cover to prevent both rill and sheet erosion.	Prior to the commencement of use and at all times thereafter.
<b>25.</b>	<b>Design</b>	
(a)	The applicant must design all works in accordance with <i>Planning Scheme Policy 3 - General Works, Implementation Guideline No. 24 - Stormwater Management and Implementation Guideline No. 28 - Dispersive Soil Management of the Ipswich Planning Scheme 2006.</i>	In conjunction with lodgement of operational works application or amended drawings.
(b)	The applicant must submit to the assessment manager a Dispersive Soil Management Plan (DSMP), prepared by a suitably qualified person in accordance with Council's <i>Implementation Guideline No. 28 - Dispersive Soil Management of the Ipswich Planning Scheme 2006.</i>	In conjunction with lodgement of operational works application or amended drawings.
<b>26.</b>	<b>Design Certifications</b>	
	The applicant must submit to the assessment manager RPEQ design certification(s) stating that all works have been designed in accordance with Council's specifications, infrastructure design standards and this approval.	In conjunction with an application for operational works.
<b>27.</b>	<b>Further Works</b>	
(a)	The applicant must take due regard of all existing services when undertaking works associated with this development.	During the construction of the development and prior to the commencement of the use.
(b)	The applicant must alter any services when the relevant authority or assessment manager determines that works associated with this development has an impact upon any existing services.	During the construction of the development and prior to the commencement of the use.
(c)	The applicant must reinstate all disturbed verge areas with turf.	Prior to the commencement of the use.



### **Assessment Manager (Ipswich City Council) Advice**

The following advice is offered for your information only and should not be viewed as mandatory conditions of this approval.

<b>1.</b>	<b>Springfield Structure Plan</b>
	Pursuant to Clause 10.2.5 of the Springfield Structure Plan a person must not remove, destroy or interfere with any identified cultural heritage resource of either aboriginal or European origin or item of the Queensland Estate.
<b>2.</b>	<b>Fire Ants</b>
(a)	In accordance with the <i>Plant Protection Act 1989</i> and the <i>Plant Protection Regulation 2002</i> , a quarantine notice has been issued for the State of Queensland to prevent the spread of the Red Imported Fire Ant (ant species <i>Solenopsis invicta</i> ) and to eradicate it from the State.
(b)	It is a legal obligation to report any sighting or suspicion of Fire Ants within 24 hours to Biosecurity Queensland on 13 25 23. Biosecurity Queensland must be notified of proposed development(s) occurring in the Fire Ant Biosecurity Zone before earthworks commence. It should be noted that works involving movements of soil associated with earthworks may be subject to movement controls and failure to obtain necessary approvals from Biosecurity Queensland is an offence. The Fire Ant Biosecurity Zone as well as general information can be viewed on the Department of Agriculture and Fisheries website <a href="http://www.daf.qld.gov.au/fireants">www.daf.qld.gov.au/fireants</a> .
(c)	The land over which you have made a development application is within a suburb known to have Fire Ants and as such is within a " Biosecurity Zone ". The presence of Fire Ants on the site may affect the nature, form and extent of works permitted on the site. In view of this it will be necessary for you to contact the Biosecurity Queensland to investigate the site and for you to implement any necessary matters required prior to the commencement of any works.
<b>3.</b>	<b>Local Government Regulation 2012</b>
	This property may be subject to the provision of Section 116 of the <i>Local Government Regulation 2012</i> . This section of the regulation limits any increase in rates to a predetermined percentage. In accordance with Council's budget and rating resolutions, if the property is sold or reconfigured in any way (eg subdivision, dedication or partial dedication, amalgamation) this benefit will no longer apply. For further information please contact the Ipswich City Council Customer Contact Centre on (07) 3810 6666.
<b>4.</b>	<b>Section 245 of the Sustainable Planning Act 2009</b>
	Pursuant to section 245 of the <i>Sustainable Planning Act 2009</i> , a development approval including any conditions of approval is binding on the owner, the owner's successor in title and any occupier of the land.

<b>5.</b>	<b>Acronyms and Terms</b>
	Acronyms and terms used in this notice have the following meanings:
(a)	RPEQ - A Registered Professional Engineer of Queensland, suitably qualified and experienced in the particular area of expertise required.
(b)	QUDM - The <i>Queensland Urban Drainage Manual (2007 Edition)</i> , produced by the Queensland Department of Environment and Natural Resources
(c)	QUU - Queensland Urban Utilities – trading name of the Central SEQ Distributor-Retailer Authority, providing water and wastewater services to Ipswich City under the <i>South-East Queensland Water (Distribution and Retail Restructuring) Act 2009</i>

<b>6.</b>	<b>Bonds</b>
	Any bonding sought to be approved in relation to development will be considered in accordance with <i>Planning Scheme Policy 3 - General Works</i> of the <i>Ipswich Planning Scheme 2006</i> .
	The Bond, Licence Deed and conditions of security payment can be found online at <a href="http://www.ipswich.qld.gov.au/business/development">www.ipswich.qld.gov.au/business/development</a> . Council's preference is for bonds to be submitted by way of a Bank Guarantee.

<b>7.</b>	<b>Operational Works Submission</b>
	The applicant must submit to the assessment manager all engineering drawings in accordance with the requirements of <i>Ipswich Planning Scheme 2 - Information Local Government May Request</i> . For clarification, where any inconsistency or conflict exists between design standards and other relevant technical publications, Council standards and specifications must take precedence.

<b>8.</b>	<b>Proximity of Earthworks to Adjoining Property</b>
	Where earthworks, including retaining structures, are proposed within 3.0m of the property boundary or are likely to affect adjoining property owners, the applicant must notify the affected property owners in writing, and obtain written comments from them, as detailed in Specific Outcome 19 and Note 12.15.4K of the <i>Earthworks Code</i> (Part 12, Division 15 of the <i>Ipswich Planning Scheme 2006</i> ). Written comments from the affected owners (or at least the supporting documentation of notification and consultation with the adjoining property owners to the Council's satisfaction) must be submitted to Council for consideration, in conjunction with any operational works application.

<b>9.</b>	<b>Portable Long Service Leave</b>
	Where the proposed works (civil and landscaping) are valued at \$150,000 or more and match the definition of Building and Construction Industry, the <i>Building and Construction Industry (Portable Long Service Leave) Act 1991</i> requires that evidence of payment of the Portable Long Service Leave (QLeave) Levy be received by Council as a condition of issuing a development permit for building works, operational works and plumbing and drainage works applications, as defined under the <i>Sustainable Planning Act 2009</i> .
	If you require clarification in regard to the <i>Building and Construction Industry (Portable Long Service Leave) Act 1991</i> , you should contact QLeave on 1800 803 481 (free call) or (07) 3212 6855.

<b>10.</b>	<b>Trade Waste</b>
	Waste water directed to sewer must only be carried out in compliance with an approved Trade Waste Permit for the site. All associated water treatment equipment (if any) must be covered by the permit, where released to sewer. Enquiries regarding Trade Waste requirements can be made by contacting Queensland Urban Utilities on telephone number 13 26 57.
<b>11.</b>	<b>Food Licence</b>
	Where food is sold, served and or produced on the site there may be a need to hold a licence to do so under the <i>Food Act 2006</i> . Please contact the Engineering and Environment Branch of the Planning and Development Department of Ipswich City Council for advice regarding this matter by phoning 3810 6828.



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## DA No. 7007/2016/ADP

## ATTACHMENT A - ANNEXURE A

## INFRASTRUCTURE CHARGES NOTICE

This Infrastructure Charges Notice is issued by Council and relates to charges for the purposes of local government trunk infrastructure networks (transport).

<b>Application No:</b>	7007/2016/ADP
<b>Real Property Description:</b>	Lot 1 and Lot 2 on SP275460
<b>Property Location:</b>	96 and 7001 Vedanta Drive, SPRINGFIELD LAKES QLD 4300
<b>Development Approval Details:</b>	In accordance with Section 1 of Development Decision Notice 7007/2016/ADP
<b>Levied Charge:</b>	\$25,780.57
<b>Does the maximum adopted charge apply:</b>	No
<b>Does an Offset or Refund apply:</b>	No
<b>Levied Charge Calculation:</b>	

Charge Category and Use	Applied Adopted Charge (see Table 1)	Demand	Levied Charge Relief	Levied Charge
Place of Assembly (Place of Public Worship)  And,  Residential Care Facility (Institutional Residence – Monastery)	<u>Place of Public Worship Transport</u> : \$22.66  Note: Source from Schedule 2 of the Infrastructure Charges Resolution.	<u>Development Demand</u> 647.7m <sup>2</sup> Public Place of Worship @ \$22.66/m <sup>2</sup> = \$14,676.88  <u>Demand Credit</u> Nil  <u>Additional Demand</u> \$14,676.88	75%  Note: See Schedule 6 of the Infrastructure Charges Resolution. Refer to Table 1 of Attachment A, Annexure B.	\$14,676.88
Note: Refer to Schedule 3 of the Infrastructure Charges Resolution	<u>Institutional Residence – Monastery Transport</u> : \$57.21  Note: Source from Schedule 2 of the Infrastructure Charges Resolution.	<u>Development Demand</u> 164m <sup>2</sup> Institutional Residence @ \$57.21/m <sup>2</sup> = \$9,382.44  <u>Demand Credit</u> Nil  <u>Additional Demand</u> \$9,382.44	N/A	\$9,382.44
<b>Total for Development</b>				<b>\$24,059.32</b>

**Applied Adopted Charge** See Annexure B for an example calculation of the Applied Adopted Charge.

#### **Details of Payment**

**Payment Details:** Payment of the Infrastructure charges must be made to Ipswich City Council.

It is advised that credit cards, personal and/or company cheques cannot be accepted as payment for the above Infrastructure charges. The only acceptable forms of payments are cash (EFT payments included) or bank cheques.

The payee must quote the development application reference number when making payment.

**Due date for payment** Payment of the levied charges is required when the charge happens unless otherwise stated in an Infrastructure agreement or by agreement pursuant to section 639 of the *Sustainable Planning Act 2009*.

**Automatic increases of levied charge:** The levied charges outlined in this notice will be automatically increased from the date of the charges notice to the date of the payment subject to being not more than the lesser of the following amounts—

- (I) the difference between the levied charge and the maximum adopted charge Council could have levied for the development when the charge is paid;
- (II) the increase for the PPI Index for the period starting on the day the levied charge was levied and ending on the day it is paid, adjusted by reference to the 3-yearly PPI index average.

#### **General Information**

**GST:** The Federal Government has determined that contributions made by applicant to Government for Infrastructure and services under the *Sustainable Planning Act 2009* are GST exempt.

**Authority for the charge:** The levied charges in this notice are payable in accordance with Chapter 8 of the *Sustainable Planning Act 2009*.

**How the charge is calculated:** The levied charge for the development is to be worked out by Council as follows:

$$LC = ((AC \times AD) - LCR) - D$$

Where:

LC is the levied charge for the development, which cannot be less than zero.

AC is the applied adopted charge for the development.

AD is the additional demand for the development.

LCR is the levied charge relief for the development.

D is the discount for the prescribed financial contribution.

**Offsets and refunds** No offset or refund applies to this Infrastructure charge notice unless otherwise specified in an Infrastructure agreement or an agreement pursuant to section 639 of the *Sustainable Planning Act 2009*.

**Appeals:** Pursuant to section 478 of the *Sustainable Planning Act 2009* a person may appeal an infrastructure charges notice.

**When this notice lapses:** This notice lapses if the development approval ceases to have effect in accordance with Section 635 (5) of the *Sustainable Planning Act 2009*.

**Water and Wastewater Charges** This notice does not include water and wastewater charges. A charge notice for the distributor retailer networks charges will be provided separately by Queensland Urban Utilities.

## ATTACHMENT A - ANNEXURE B

**Table 1: Applied Adopted Charge Non-Residential Use (Place of Public Worship)**

Springfield Lakes			
Network	Charge Area	Charge (/m <sup>2</sup> GFA)	(Proportion of MAC)
Transport	RD1	\$90.65 (\$22.66 after 75% contribution relief in accordance with <i>Implementation Guideline No. 3 of the Ipswich Planning Scheme 2006</i> )	-
Local Government Trunk Infrastructure Network Charge (LNC)		\$22.66	-
Water Supply	WT28	\$5.40	-
Sewerage	SW57	\$9.53	-
Distributor Retailer Trunk Infrastructure Network Charge (DNC)		\$14.93	-
<b>Total Trunk Infrastructure Network Charge (Total NC)</b>		<b>\$37.59</b>	<b>\$70.80</b>
<b>Maximum Adopted Charge</b>		<b>\$70.80</b>	
<b>Adopted Charge (AC)</b>		<b>\$22.66</b>	
Notes	The Total NC is less than the Maximum Adopted Charge and therefore the charge is applied in accordance with the Ipswich <i>Adopted Infrastructure Charges Resolution (No. 1) 2016</i> .		

**Table 2: Applied Adopted Charge Non-Residential Use (Institutional Residence)**

Springfield Lakes			
Network	Charge Area	Charge (/m <sup>2</sup> GFA)	(Proportion of MAC)
Transport	RD1	\$57.21	-
Local Government Trunk Infrastructure Network Charge (LNC)		\$57.21	-
Water Supply	WT28	\$5.94	-
Sewerage	SW57	\$10.48	-
Distributor Retailer Trunk Infrastructure Network Charge (DNC)		\$16.42	-
<b>Total Trunk Infrastructure Network Charge (Total NC)</b>		<b>\$73.63</b>	<b>\$141.55</b>
<b>Maximum Adopted Charge</b>		<b>\$141.55</b>	
<b>Adopted Charge (AC)</b>		<b>\$57.21</b>	
Notes	The Total NC is less than the Maximum Adopted Charge and therefore the charge is applied in accordance with the Ipswich <i>Adopted Infrastructure Charges Resolution (No. 1) 2016</i> .		

## Attachment B

### Appeal Rights

The following is Section 11 of the Springfield Structure Plan

Part 14—Springfield Structure Plan

Ipswich Planning Scheme

#### Section 11—Resolution of Disputes or Differences Regarding Council Decisions

- 11.1** All disputes or differences at any time arising out of any decision or exercise of any discretion by or on behalf of Council or its delegate or officers under or in connection with any provision of this Structure Plan shall be decided as follows—
- 11.1.1** Any person including any applicant to the Council for approval, consent, permission or otherwise, any person relying on or affected by such decision or exercise of discretion, but not including the Council, may (without being obliged to do so) not later than 14 days after the dispute or difference arises or within 14 days of the facts or circumstances giving rise to the dispute or difference becoming known to that person or within 14 days after such facts or circumstances ought to have become known to that person, whichever is the earliest, give to the Chief Executive Officer of the Council by hand delivery or certified mail notice in writing of the dispute or difference identifying in such notice—
- (i) the subject matter of the dispute or difference;
  - (ii) the provision(s) of this Structure Plan in respect of which the dispute or difference arises
- and such notice shall contain or be accompanied by adequate particulars of the dispute or difference and all relevant written material relating thereto
- 11.1.2** The giving of such notice shall operate as a complete and unconditional bar and waiver by the Council and by the person giving the notice to initiate, commence or proceed or continue with any litigation, or to object in any way in respect of the subject matter of the dispute or difference until after the actions and procedures herein have been taken and followed
- 11.1.3** Within 7 days after the giving of such notice the Council and the person giving the notice (hereinafter referred to as "the parties" or individually referred to as "party") shall confer at least once to attempt to resolve the dispute or difference. At such conference they shall each be represented by a person who has authority to agree to a resolution of the dispute or difference on their behalf. Each party shall use their best endeavours and take all reasonable steps to attempt to resolve the dispute or difference by agreement. For this purpose the parties shall in good faith undertake such investigations, hold such meetings, exchange such information and conduct such informal hearings as may be considered necessary or desirable.
- 11.1.4** If the dispute or difference is not resolved within 14 days from the giving of the said notice or if at any time either party (acting reasonably) considers that the other is not using its best endeavours or taking all reasonable steps to attempt to resolve the dispute or difference by agreement, the party or other than the Council may by giving notice in writing (by hand delivery or certified mail) to the Chief Executive Officer of the Council refer such dispute or difference for determination by an expert as follows—
- 11.1.4.1** The expert shall be selected by either party from any previously agreed list of experts, such selection to be effective upon the giving of notice in writing to the other, and in the absence of any such list and/or if within 7 days from the giving of the second notice the parties are unable to agree upon the identity of the expert, or the expert selected or agreed upon by them signifies that he is unable or unwilling to act, the expert shall be as appointed at the request of either party by the President for the time being of the Queensland Law Society Incorporated who shall nominate a person having the qualifications set out below. Within 7 days of such selection, agreement or nomination the parties shall jointly appoint in writing the selected or agreed or nominated expert and if either refuses to join in the appointment the other is hereby irrevocably authorised to appoint the expert.
- 11.1.4.2** The expert shall have experience and qualifications relevant to the subject matter of the dispute



## Ipswich Planning Scheme

## Part 14—Springfield Structure Plan

- 11.1.4.3** Within 7 days after the appointment of the expert the parties shall meet with the expert to agree upon the procedure (including whether to proceed by way of mediation in accordance with 11.1.4.15) to be adopted in resolving the dispute or difference and failing agreement between them within 10 days from such appointment the procedure shall be as determined by the expert having regard to the other provisions hereof.
- 11.1.4.4** The person appointed shall act as an expert and not as a arbitrator.
- 11.1.4.5** By the appointment the parties confer on the expert the following functions and powers, namely, the expert:—
- (a) may take submissions orally or in writing from either or both parties or their representatives or from any other person or entity;
  - (b) is not bound by rules of evidence and may inform himself or herself in relation to any matter in dispute in such manner as he or she thinks fit;
  - (c) may require the provision of material or information or data by either or both parties to the expert or to one another and within such time periods as the expert may in his or her sole discretion determine and the parties shall comply with such requirements;
  - (d) after conferring with the parties about the costs of doing so shall be entitled to engage and consult with any adviser legal or technical as he or she may see fit;
  - (e) shall otherwise have the power to proceed to the resolution of the dispute or difference in such a manner and subject to such rules as the expert in his or her absolute discretion determines is suitable for the nature of the dispute or difference.
- 11.1.4.6** The expert must act in accordance with the principles of natural justice and fairness.
- 11.1.4.7** The parties may be represented before the expert and shall be entitled to call such witnesses and make such submissions as they consider desirable or necessary.
- 11.1.4.8** Either party may be represented before the expert by a legal practitioner but only where—
- (a) the other party is represented by a legally qualified person, or
  - (b) both parties agree, or
  - (c) the expert agrees that either or both of the parties may be legally represented.
- 11.1.4.9** The parties shall pay the expert's costs (including the costs of engaging and consulting advisers) equally.
- 11.1.4.10** Without limiting in any way the exercise by him or any of the powers and functions referred to above, the expert must in making his determination have regard to all matters mentioned in the Protocol and such other matters as to him seem relevant including any other expert determination to the extent it is relevant.
- 11.1.4.11** Any decision of the expert shall not in any circumstances be given any retrospective operation except in relation to the particular dispute or difference giving rise to that decision.





## Part 14—Springfield Structure Plan

## Ipswich Planning Scheme

- 11.1.4.12** The parties to the dispute or difference shall at all times do all things which the expert requires of them in connection with his determination and shall co-operate and assist the expert in every reasonable way with his determination. No party shall wilfully do or cause to be done any act to delay or prevent the determination by the expert.
- 11.1.4.13** The expert shall give his decision in writing and state the reasons for his decision as soon as is practicable.
- 11.1.4.14** Either of the parties may at any time by application to any court of competent jurisdiction have any question of law arising in the course of the expert's determination determined by any such court.
- 11.1.4.15** The expert may in his sole discretion and at any time seek to resolve the dispute or difference by acting as a mediator or conciliator between the parties before, after or during his determination. For that purpose the expert may require the parties to confer with him at any time in relation to the whole or any part of or in respect of any aspect of the dispute or difference and direct what if any procedures are to be followed by the parties in such conciliation or mediation. In acting as mediator or conciliator the expert is bound by the rules of natural justice.
- 11.1.4.16** The person acting as expert may not be called as a witness in any proceedings before any court, tribunal or body.
- 11.1.4.17** No matter or thing done or omitted to be done by the expert, if the matter or thing is done in good faith for the purpose of these provisions, shall subject the expert to any action, liability claim or demand.
- 11.1.4.18** The expert must not without reasonable excuse disclose information coming to his knowledge during or in connection with his determination. It shall be a reasonable excuse to disclose information if the disclosure is made with the consent or agreement of all parties to the determination or for the purposes of the register hereinafter mentioned or for a proceeding founded on fraud alleged to be connected with or to have happened during the determination or under a requirement imposed by or under any law.
- 11.1.4.19** No documents, admissions, evidence or other material produced or relied on in the course of the determination, and nothing said or done in the course of the determination may be referred to or relied upon by any party to the dispute or difference and shall not be admissible in evidence in any proceedings before any court, tribunal or body about the same or any similar dispute or difference unless all the parties to the determination consent or agree or the same is discoverable or otherwise required or able by law to be disclosed or relied on.
- 11.1.5** Subject to 11.1.7 and 11.1.4.11, the expert's decision shall be final and binding upon the parties. Where that decision bears upon the meaning, enforceability, interpretation or validity of any provision of this Structure Plan, that decision shall be deemed for all purposes to form part of and be incorporated in this Structure Plan, and his decision shall be substituted for any decision made by or on behalf of the Council or its delegates or officers.
- 11.1.6** Subject to the exercise of its rights under sub-clause 11.1.7, the Council shall formally adopt and recognise the determination of the expert as soon as practicable after the expert's determination is made known.



## Ipswich Planning Scheme

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- 11.1.7** If within 14 days after the expert hands down his decision any party to the dispute or difference gives written notice to the other that it does not agree with his decision or some part of it, and that it intends to apply to the Court for determination of the matter, thereafter any party shall be entitled to commence or continue proceedings for determination of the dispute or difference by a Court of competent jurisdiction. If any party in such notice disputes only part of the expert's decision, the remainder of the decision shall to the fullest extent possible continue to have effect in accordance with sub-clause 11.1.5. Any such proceedings to the Court must be commenced within 7 days after the service of such written notice. The giving of such notice is a condition precedent to the commencement of any litigation in respect of such dispute or difference. The failure to give such notice within the said 14 day period, or to commence such proceedings within the said 7 day period, shall be an absolute bar to the giving of such notice or the commencement of such proceedings at any time thereafter and in addition such failure shall operate as a complete and unconditional waiver by each party to object in any way (including by litigation) at any time and for any reason to the matters the subject of the dispute or difference, and the expert's decision shall be final and binding upon the parties in accordance with clause 11.1.5.
- 11.2** Where a determination of the Court affirms or alters a decision of the expert or the Council, the determination of the Court supersedes the decision of the expert or as the case requires the Council.
- 11.3** Nothing in 11.1.7 shall be construed as preventing the parties from agreeing that the expert's decision is final and binding in respect of a particular matter and excepting a case of error of law any such agreement has effect according to its terms.
- 11.4** The Council shall keep and maintain a register of all determinations under these provisions in which it shall record and make available for inspection by any member of the public during its normal office hours a summary of each determination, such summary to be prepared and provided by the expert making the determination.
- 11.5** All documents, submissions and other material of whatsoever nature provided to the expert for the purpose of or in the course of or in connection with any determination shall at the conclusion of the determination be delivered up by the expert to the Council. All material to be delivered to the Council shall be kept by the Council for at least seven years. The Council shall not allow any such material to be made available or used or copied for any purpose except in connection with the particular dispute or difference unless the parties to the dispute or difference otherwise agree.
- 11.6** Nothing herein shall prejudice the right of a party to institute proceedings at any time for urgent injunctive or declaratory relief in respect of a dispute or difference.
- 11.7** Time shall be of the essence in respect of all the provisions in this Section.
- 11.8** In this section—
- "day" means calendar day;
  - "Protocol" means the Protocol contained in section 11.9 between the Ipswich City Council and Springfield Land Corporation which establishes the agreed goals and objectives, roles and responsibilities between them in relation to the operation in practice of these provisions.
- 11.9 Alternative Dispute Resolution Protocol**
- The purpose of this protocol is to record how the parties intend the ADR provisions in section 11 of the Structure Plan will operate in practice.
- The ADR provisions are intended to operate to bring the parties together to maximise the opportunity for them to resolve differences amicably without recourse to expensive and time consuming litigation. The attitude of the parties' representatives and how they approach ADR is a key element in achieving this goal.
- Accordingly it is intended that the parties—
- (i) avoid adopting polarising positions;
  - (ii) have and demonstrate a genuine preparedness to listen and understand as objectively as possible each other's views;
  - (iii) be open minded and sympathetic to compromises which address most, if not all of their differences;
  - (iv) have frequent and open dialogue both within and outside the steps and mechanisms contained in section 11 to maximise the opportunity for achieving resolution.

## Part 14—Springfield Structure Plan

## Ipswich Planning Scheme

It is intended that the extent to which the parties or the expert engages others to assist in submissions to the expert will depend inter alia upon such factors as the importance, urgency, complexity and the like of the dispute or difference.

The expert should discuss with the parties at the beginning of any involvement the likely costs.

Nothing in section 11 should be construed as preventing the parties from meeting on a 'without prejudice' or otherwise basis during and outside the expert determination processes with a view to endeavouring to resolve their differences.

The rationale behind section 11.5 and 11.4.16 is to encourage the parties to be as open and frank with the expert as is possible and without fear that anything the expert learns or any information etc made available in the course of ADR may prejudice legal rights which might be exercised by either party subsequently.

The expert should prepare and provide to the parties a summary of findings which can contain reasons for the findings.

If because of legal time periods within which legal rights or remedies must be instituted a party has to commence court proceedings before or during ADR, the parties should jointly inform the Court that notwithstanding the commencement of those proceedings they wish to embark upon alternative dispute resolution procedures with a view to resolving their difference. It is expected the Court will encourage that action and allow the court proceedings to be put on hold while ADR is pursued.

