

Pine Rivers Shire Council

Planning Scheme Policy

PSP7 Development Works Procedures

Historic Version  
PineRiversPlan

# Planning Scheme Policy for Pine Rivers Shire

## PSP7 Development Works Procedures

### ADOPTION

Pine Rivers Shire Council adopted this planning scheme policy on 19 June 2006.

### COMMENCEMENT

This planning scheme policy took effect from 15 December 2006.

I, Ray Burton, Chief Executive Officer, of the Pine Rivers Shire Council, hereby certify that this document is a true copy of the original.



Ray Burton  
Chief Executive Officer

## PSP7 - DEVELOPMENT WORKS PROCEDURES

### HEAD OF POWER

This policy is a document that supports the planning scheme for the Shire and has been made by Council using the process prescribed in Chapter 2, Part 1, Division 5 of the *Integrated Planning Act 1997*.

### OBJECTIVE

The purpose of the policy is to notify developers and their consultants of the required procedures and responsibilities for supervision of development works, maintenance period requirements and the minimum security requirements for the Maintenance Period of the works undertaken by developers.

### DEFINITIONS/APPLICATION

#### Application

This policy relates to all Operational Work and any associated Building Work carried out for, or in conjunction with, land development where Council will be responsible for the repairs and maintenance of the completed works once they are accepted “off maintenance”.

#### Definitions

Unless otherwise indicated in this policy, all terms used have the meanings prescribed in Chapter 7 of the Planning Scheme for the Shire.

### POLICY STATEMENT

#### (1) Supervision of Construction Work by the Developer’s Consultants

The developer’s engineer or his nominated inspector (approved by Council’s Engineer) shall inspect and supervise the works during construction and shall, among other things, satisfy the following requirements:-

- (a) Inspect of all stormwater and subsoil drainage, water and sewerage reticulation pipelines and approve of such works prior to commencement of backfilling operations;
- (b) Inspect, on a daily basis, of all backfilling operations;
- (c) Inspect, on a daily basis, all roadwork excavation and embankment operations where the rate of construction is less than 1,000 cubic metres per day and on a full time basis where the rate of construction exceeds 1,000 cubic metres per day;
- (d) Inspect compacted subgrade and approve the subgrade prior to commencement of gravelling operations;
- (e) Inspect and approve of the pavement prior to commencement of sealing operations;
- (f) Inspect, on a full time basis, sealing operations;
- (g) Inspect, on a full time basis, the vacuum testing of sewerage reticulation (including manholes) and pumping stations;
- (h) Inspect, on a full time basis, pressure testing of water reticulation pipelines;
- (i) Inspect and test the functioning of all subsoil drainage prior to sealing of the pavement;
- (j) Inspect service conduits prior to commencement of bitumen sealing operations and again prior to the “on maintenance” inspection;
- (k) Inspect all works at “on” and “off maintenance”.

The developer’s engineer shall keep an accurate written record, in a form satisfactory to Council’s Engineer, of all times when the developer’s engineer or his/her inspector is present on-site and such record or copy thereof shall be made available to the Council’s Engineer when required by him/her.

Where Council’s Engineer is not satisfied that the level of supervision and inspection is being met or has been met, Council’s Engineer shall:-

- (l) notify the Developer’s Engineer, as soon as practicable, in writing of the non-compliance;
- (m) as soon as practicable, refer the matter to Council; and
- (n) refrain from accepting the works “on maintenance” until the issue is satisfactorily resolved.

The developer's engineer shall ensure that prompt action is taken to eliminate problems experienced by residents in the immediate vicinity where the problem results from the construction of the subdivision works (including dust, smoke, machinery noise before 7.00 am, redirection of stormwater, from silt washing into existing properties and other problems). This action shall be taken at the developer's cost even if the developer's engineer is directed either orally or in writing of such problems by the Council's Engineer. The required remedial works may involve the contractor or developer undertaking temporary engineering works to the satisfaction of Council's Engineer. (Any direction shall be confirmed by Council's Engineer in writing as soon as practicable.)

Where, for any reason, Council's Engineer is not available to issue such directions, the Manager, Development Services or other Council officer appointed by the Manager, Development Services may exercise such powers.

In this regard the developer's engineer shall include a provisional item in the tender schedule of sufficient value to the satisfaction of the Council's Engineer to allow the developer's engineer to direct the contractor to carry out such temporary works.

Where immediate action is not taken to eliminate such problems, Council's Engineer may remedy, or cause to be remedied, either permanently or temporarily, the problem at the developer's risk and expense. Council may recover such costs from the developer as a debt payable on demand and, until payment is made, any such expenses shall be, and will remain, a charge upon the land.

### **(2) Works undertaken by Energex, Telstra and other public utility providers**

Required works to be undertaken by Energex and Telstra or other public utility in connection with providing services to the allotments in the subdivision shall be completed prior to the acceptance of the development works "off maintenance" by Council. Where such works are not completed at the time that the subdivision work is due to be accepted "off maintenance", Council may continue to hold the subdivision works "on maintenance" until such works are completed. Where these works have not been completed prior to the subdivision works being accepted "off maintenance", the developer shall be responsible for restoring the development works to the satisfaction of Council's Engineer should the public utility provider not accept liability for, or neglect to, restore the works to the satisfaction of Council's engineer, and a sufficient part of the maintenance bond shall be held by the Council until the restoration work is satisfactorily completed.

### **(3) Maintenance Period and Security**

All Operational Work and any associated Building Work is subject to a 12 month Maintenance Period.

Such maintenance period shall commence when Council's Engineer notifies in writing the developer's engineer or consultant that the works are satisfactorily completed and are accepted "on maintenance" subject to such conditions as may be set in the notification. Satisfactory security shall be lodged with the Council in the amount set out hereunder prior to the works being accepted "on maintenance". The security shall be 5% of the contract price of the development work or, where no contract exists, 5% of the estimated price as determined by the developer's engineer or consultant. The security may be provided in the form of cash or a bank bond or guarantee in a form acceptable to Council and given by any bank mentioned in The Banking Act 1959 as amended.

The developer's engineer/consultant shall inspect the works for defects at least once every 2 months during the maintenance period. A written inspection report is to be submitted to Council after each inspection. During the period of maintenance any defects which are evident and are due to any cause (including design, workmanship or materials) for which the developer is responsible shall be remedied by the developer when directed to do so. (In such direction the Council shall state in what respect the works are defective and the date by which the necessary remedial works shall be completed.) Where it becomes necessary for remedial works to be undertaken during the period of maintenance, the twelve (12) months in respect of those works shall commence on the date on which the remedial work is completed unless a lesser period of maintenance is approved by Council's Engineer.

If any defect is not remedied within the time specified or within any extension of time as Council's Engineer may permit, the Council may remedy the defect at the developer's risk and expense and without prejudice to any other rights which the Council may have against the developer in respect of that defect. Council shall be entitled to use a security to pay the costs and expenses incurred or to be incurred by the Council in causing the remedial work to be carried out and to the extent to which the security is insufficient, the Council may recover such shortfall in expenses from the developer as a debt payable on demand and, until payment is made, shall be, and will remain, a charge upon the land.

The Council shall release the security or such part of it as the Council is then holding within one month after the expiry of the period of maintenance (or where remedial works have been executed, after expiry of that

period of maintenance if that period of maintenance expires last) provided all the works (including any remedial works) have been finally and satisfactorily executed.

No interest shall accrue on the security held by Council.

### **REVIEW TRIGGERS**

This policy is reviewed internally for applicability, continuing effect and consistency with planning scheme and other legislative provisions when any of the following occurs:-

- (1) the planning scheme is amended;
- (2) the planning scheme is replaced by a new planning scheme;
- (3) amendments which affect the allowable scope and effect of a planning scheme policy are made to the Integrated Planning Act 1997; and
- (4) other circumstances as determined from time to time by a resolution of Council.

### **RESPONSIBILITY**

This policy is to be:-

- (1) implemented by the Manager, Development Services; and
- (2) reviewed and amended in accordance with the “Review Triggers” by the Manager, Strategic Direction in consultation with the Manager, Development Services.