

## Kerb Guttering and Footpath Bond

**Privacy and personal information protection Notice:** The personal information provided is collected for the purpose of processing this application. Supply of personal information is legally required and failure to supply could cause delay in your application

**Note:**

- All details must be legibly printed or typed written in ink
- Failure to complete the form and supply the required information will result in delays.
- If you already have kerb and gutter/footpath bond monies lodged with Council under previous development/construction certificate applications you will be required to seek a refund, under separate cover (Application Reference Number will be required), of all these bonds, to proceed with lodging application below.
- Applicants will be required to pay a non-refundable administration fee as per Council's current fees and charges.

### OFFICE USE ONLY

**Bond No:**

**Receipt No:**

**Account No:**

**Date:**

### Bond to be held for multiple developments Applicant Details

Title  Name  Surname

Company  ABN

Postal Address  Post Code

Phone:  Mobile  Work

Email  Fax

Signature \_\_\_\_\_ Date:

By signing above I acknowledge that:

- I will pay Wagga Wagga City Council \$2000.00 as a bond for kerb guttering and footpaths for all future development application lodged in my name where the bond condition is applied to the consent
- This bond may be used to repair any damage done to the kerb, guttering and/or footpath for developments where I am the applicant and the bond condition has been applied to the development consent and if this bond is utilised I will have to make separate application and pay additional bond.

### One off Bond Applicant Details

Title  Name  Surname

Company  ABN

Postal Address  Post Code

Phone:  Mobile  Work

Email  Fax

## Site Details

Address

Legal Description  
(Lot & DP)

Development Application

or

CDC

Signature \_\_\_\_\_

Date

By signing above I authorise Wagga Wagga City Council to:

Select the applicable amount (the amount of the bond will be specified in your Development consent)

- Non refundable administration fee (as per Council's current fees and charges)
- Hold \$1000.00 as a bond for kerb & guttering
- Hold \$2000.00 as a bond for footpaths kerb & guttering
- Hold \$3000.00 temporary vehicular access during construction (rural driveways)
- Hold \$1000.00 as a bond for the table drain (rural driveways)

I acknowledge that this bond may be used to repair/construct any damage done to the kerb, guttering, footpath, table drain or rural crossing sustained during construction of the above mentioned development.

### REFUNDS:

#### *Individual Development Bonds –*

As part of the Occupation Certificate inspection for the development, Council will assess the driveway and kerb and gutter, and will refund bond monies to the payee if no damage has occurred during construction, alternatively, the applicant may contact Council prior to the Occupation inspection to request a refund.

#### *Ongoing Development Bond –*

Council will continue to hold an ongoing development bond until such time as a request for refund is made to Council in writing, with Council subsequently confirming that all no damage has occurred during construction to all developments covered by the multiple bond.

**NOTE:** For **Complying Development Certificates** please note that Clause 136M Environmental Planning & Assessment Regulation 2000 warrants that a security bond be provided to Council.

#### Clause 136M Subsection (1):

The security bond is payable where the estimated cost of the development is \$25,000 or more and the development is to be carried out on land adjacent to a public road.

#### Clause 136M Subsection (4):

"The funds from this security bond may be paid out to meet the cost of making good any damage caused to any property of the Council as a consequence of doing anything (or not doing anything) authorised or required by the complying development certificate, including the cost of any inspection to determine whether damage has been caused".

#### Clause 136M Subsection(5):

"Any balance of the funds realised from a security remaining after meeting the costs referred to in subclause (4) is to be refunded to, or at the direction of, the person who provided the security".