

## PLANNING APPLICATION Proposal

**Description of proposal:** .....

Proposed Chute @ Longford Racetrack, extension of guard railing, and extension of horse path  
within the road reserve adjoining the track. Refer plans and cover letter.

.....

.....

.....

(attach additional sheets if necessary)

**Site address:** Anstey St, Longford .....

.....

**CT no:** NA - no title docs .....

**Estimated cost of project** \$ 5000 .....

(include cost of landscaping,  
car parks etc for commercial/industrial uses)

**Are there any existing buildings on this property?** Yes / No

**If yes – main building is used as** .....

If variation to Planning Scheme provisions requested, justification to be provided:

**Refer letter.** .....

.....

.....

.....

.....

(attach additional sheets if necessary)

**Is any signage required?** No .....

(if yes, provide details)



Date 28/10/2021

The Planning Department  
Northern Midlands Council

Via email: [planning@nmc.tas.gov.au](mailto:planning@nmc.tas.gov.au)

**RE: PROPOSED CHUTE – LONGFORD RACE COURSE.**

Application is made for the development of a new chute at the Longford Racecourse. The chute is an extended path which increases the length of a straight portion of the racecourse. It allows horses to start at a location other than one of the turns.

The new chute will be located in the north eastern portion of the site. It will require approximately 400m<sup>3</sup> of fill, and will have a gradual 3m batter on the northern and southern side of the fill. The guard railing of the existing track will be extended to include the new chute. Outside of the site, and within the road reserve, the existing horse path and fence will be extended by approximately 35m, to allow horses to traverse the rear of the chute. A new gate will be placed within the existing fence, to the east of the chute.



*Figure 1 - Zoning map of subject site*

**LAUNCESTON**

10 Goodman Crt, Invermay  
PO Box 593, Mowbray TAS 7248  
P 03 6332 3760

**ST HELENS**

48 Cecilia St, St Helens  
PO Box 430, St Helens TAS 7216  
P 03 6376 1972

**HOBART**

Rear Studio, 132 Davey St,  
Hobart TAS 7000  
P 03 6227 7968

**DEVONPORT**

2 Piping Lane,  
East Devonport TAS 7310  
P 03 6332 3760

**ABN 63 159 760 479**



Figure 2 - view of chute location, looking west.



Figure 3 - Looking west, fence and horse path extension to follow existing.

### **Planning Scheme Response**

**Zoning:** Recreation Zone

**Use:** Sports and Recreation

*use of land for organised or competitive recreation or sporting purposes including associated clubrooms. Examples include a bowling alley, fitness centre, firing range, golf course or driving range, gymnasium, outdoor recreation facility, public swimming pool, **race course** and sports ground.*

**Use Status:** Permitted

#### **18.0 Recreation Zone**

##### **18.3 Use Standards**

**Response:** Complies. The use is a permitted use. There is no proposed flood or security lighting. The operating hours will not change, nor will it intensify the existing use. There will be no additional goods or material storage as a result of the development.

##### **18.4 Development Standards**

**Response:** Complies. The development of the chute does not involve any buildings. The definition of buildings as contained in the act does not include batter and fill.

*building includes –*

- (a) a structure and part of a building or structure; and
- (b) fences, walls, out-buildings, service installations and other appurtenances of a building; and
- (c) a boat or a pontoon which is permanently moored or fixed to land;

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### Codes

- The bushfire code does not apply as the application does not involve any subdivision, or hazardous or vulnerable use.
- The road and railway code does not apply. No new vehicular accesses are being proposed. The development is not intensifying the use of an existing access.
- The heritage code has been examined. There does not appear to be any criteria within the code which would trigger a discretionary application. The criteria in the code is not applicable and does not relate to fill or bunding. There is no vegetation being removed. The site is not an archeologically significant site. Correspondence with Chris Bonner at Heritage Tasmania indicates that there is no concern, given that the works supports the sustainable use of the Longford Racetrack.

If you have any questions regarding the contents of this letter, please don't hesitate to contact me on the numbers provided.

Kind regards  
Woolcott Surveys



James Stewart  
Senior Town Planner

#### LAUNCESTON

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PO Box 593, Mowbray TAS 7248  
P 03 6332 3760

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#### HOBART

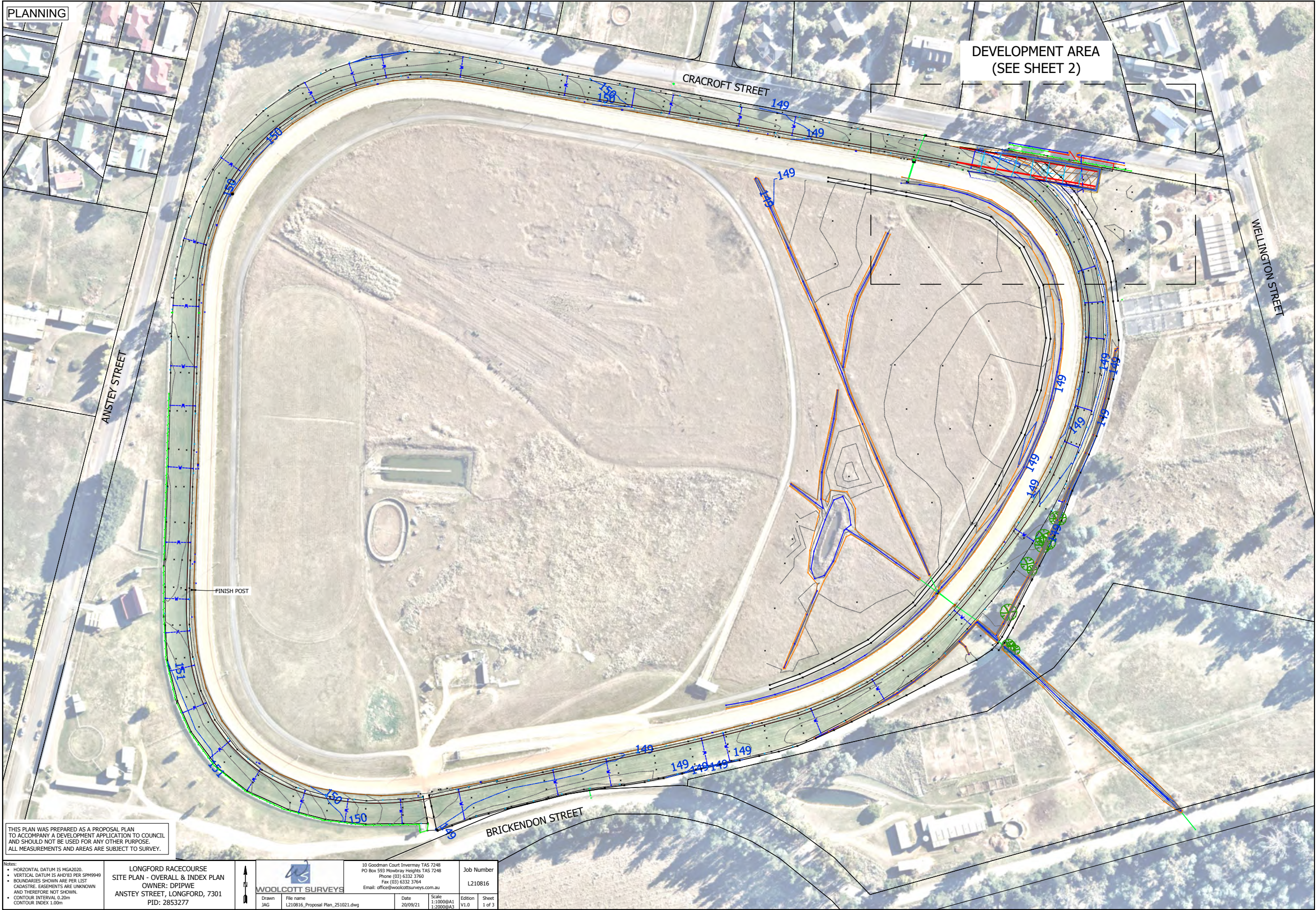
Rear Studio, 132 Davey St,  
Hobart TAS 7000  
P 03 6227 7968

#### DEVONPORT

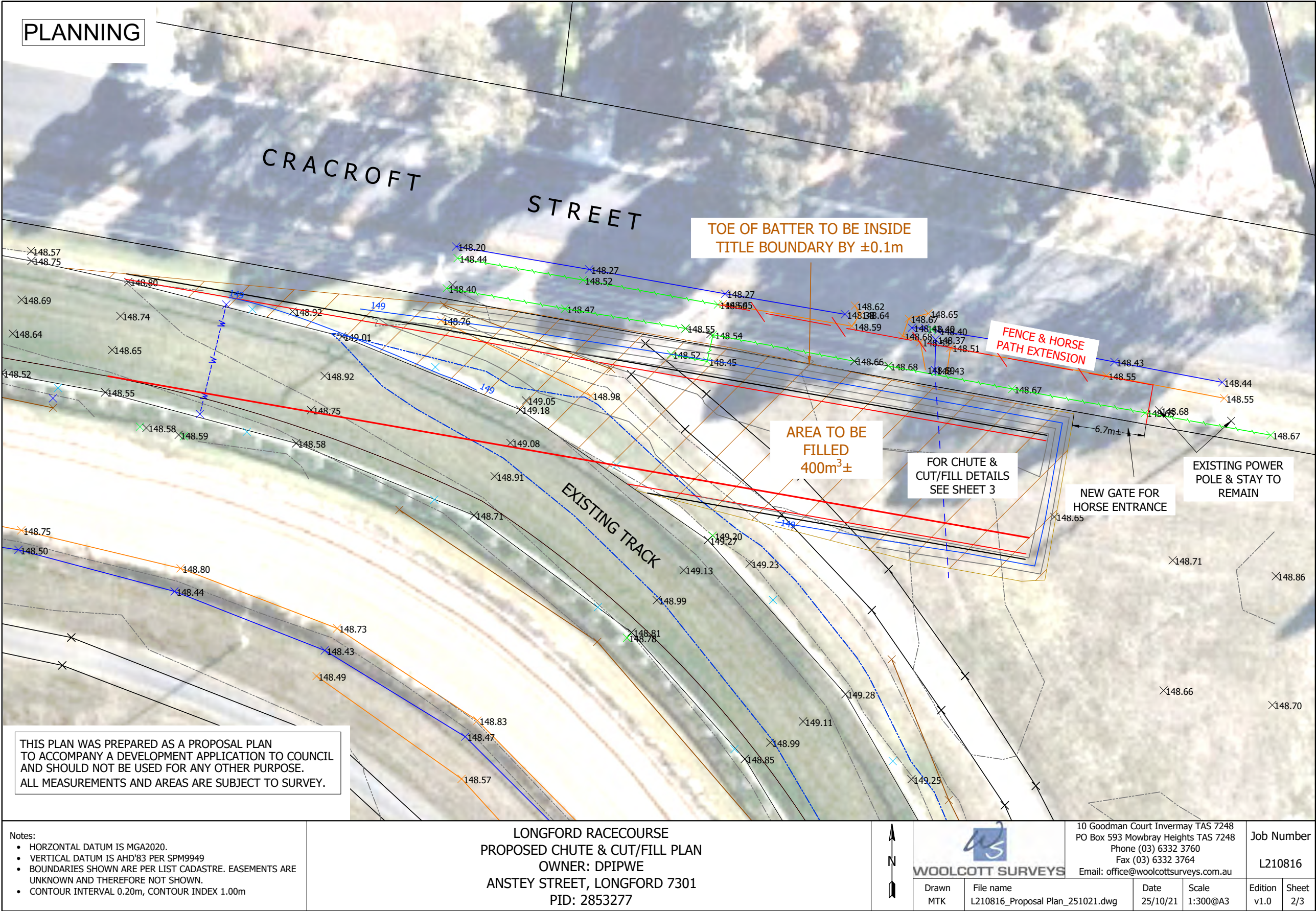
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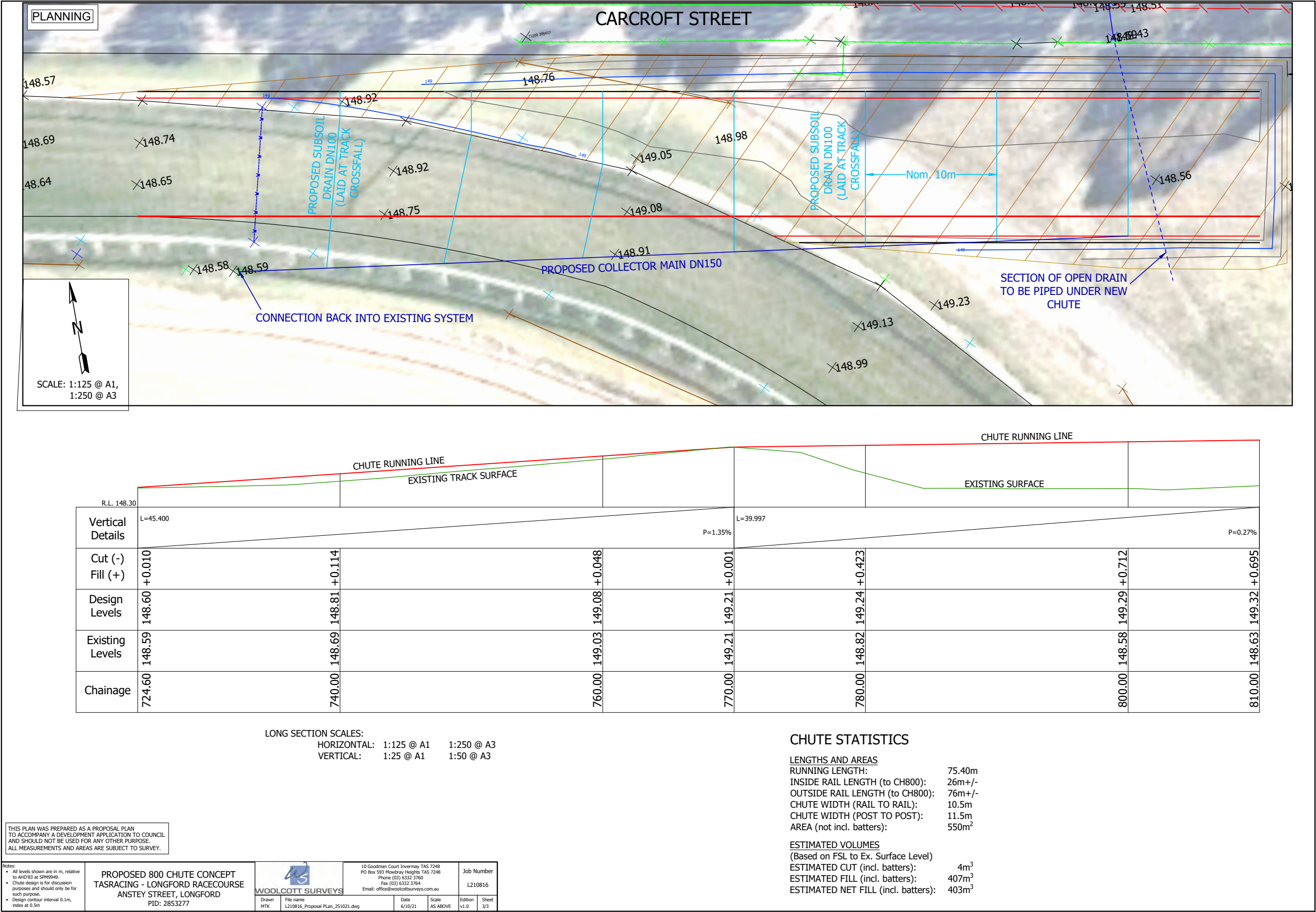


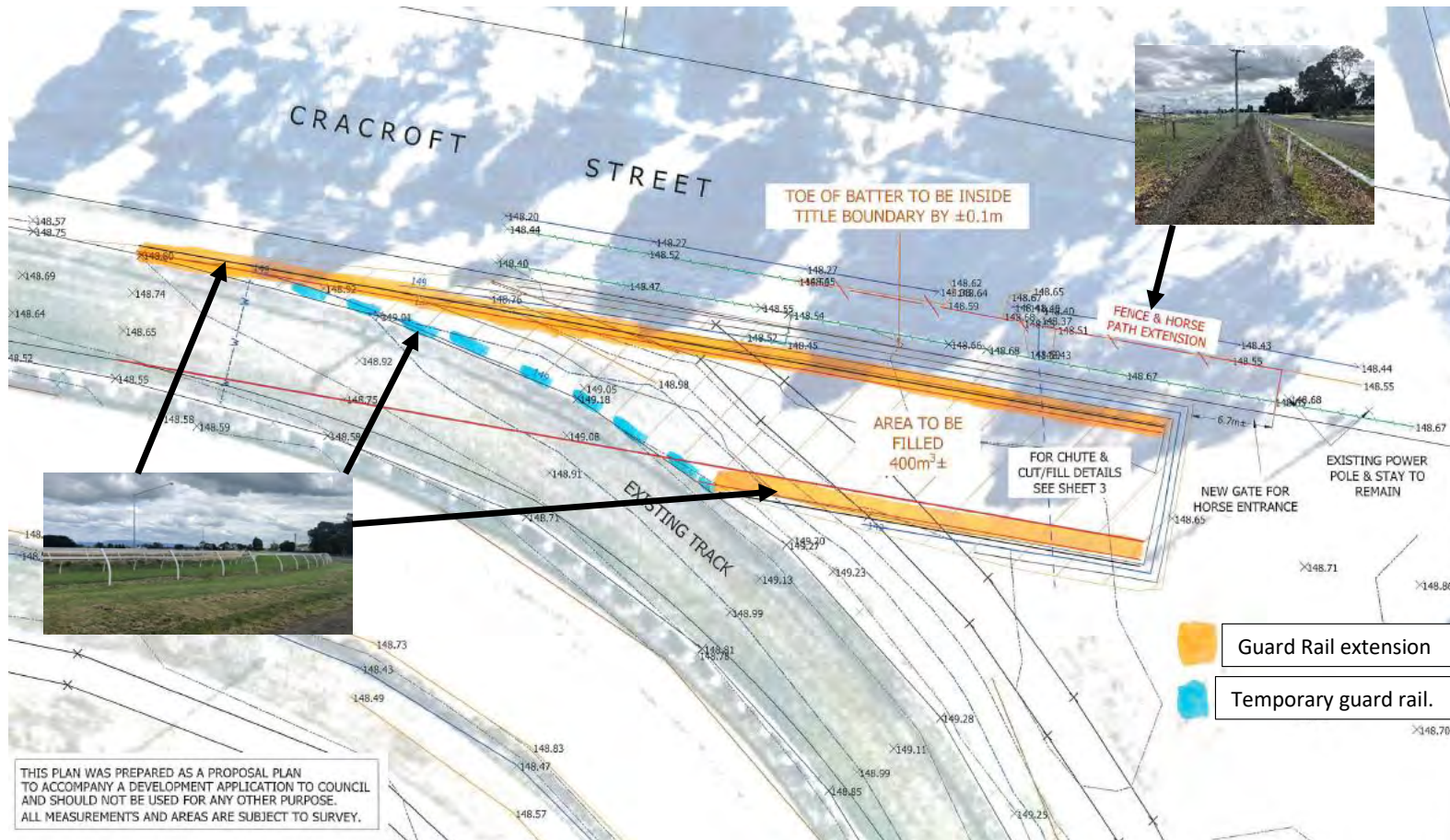
















Tasmanian Heritage Council  
GPO Box 618 Hobart Tasmania 7000  
Tel: 1300 850 332  
enquiries@heritage.tas.gov.au  
www.heritage.tas.gov.au

PLANNING REF: N/A  
EXEMPTION NO: #3662  
REGISTERED PLACE NO: #5081  
FILE NO: 10-71-28 THC  
APPLICANT: James Stewart – Woolcott Surveys  
DATE: 29 October 2021

## **CERTIFICATE OF EXEMPTION**

*(Historic Cultural Heritage Act 1995)*

**The Place: Longford Racecourse, Anstey Street, Longford.**

Thank you for your application for a Certificate of Exemption for works to the above place. Your application has been approved by the Heritage Council under section 42(3)(a) of the *Historic Cultural Heritage Act 1995* for the following works:

- Works: Development of a new racetrack chute, and extension of guard railing.
- Documents: Exemption Certificate Application received 28/10/2021 from James Stewart - Woolcott Surveys, with attached: (i) Plans; and (ii) Planning Report.
- Comments: The works involve the fill and batter of a new starting chute to the Cracroft side of the Longford Racecourse. The works include alterations to, and extension of existing barrier fencing. The works are predominantly outside of the Registered CPR9861 and support the sustainable use of the place.
- The proposed works are generally consistent with that which Section 9.5 of the Tasmanian Heritage Council's Works Guidelines describes as being eligible for a Certificate of Exemption.

A copy of this certificate will be forwarded to the local planning authority for their information. Please note, this Certificate of Exemption is an approval under the *Historic Cultural Heritage Act 1995* only. This certificate is not an approval under any other Act. Further approvals such as planning, building or plumbing may be required. For information regarding these or any other approval, contact your local Council.

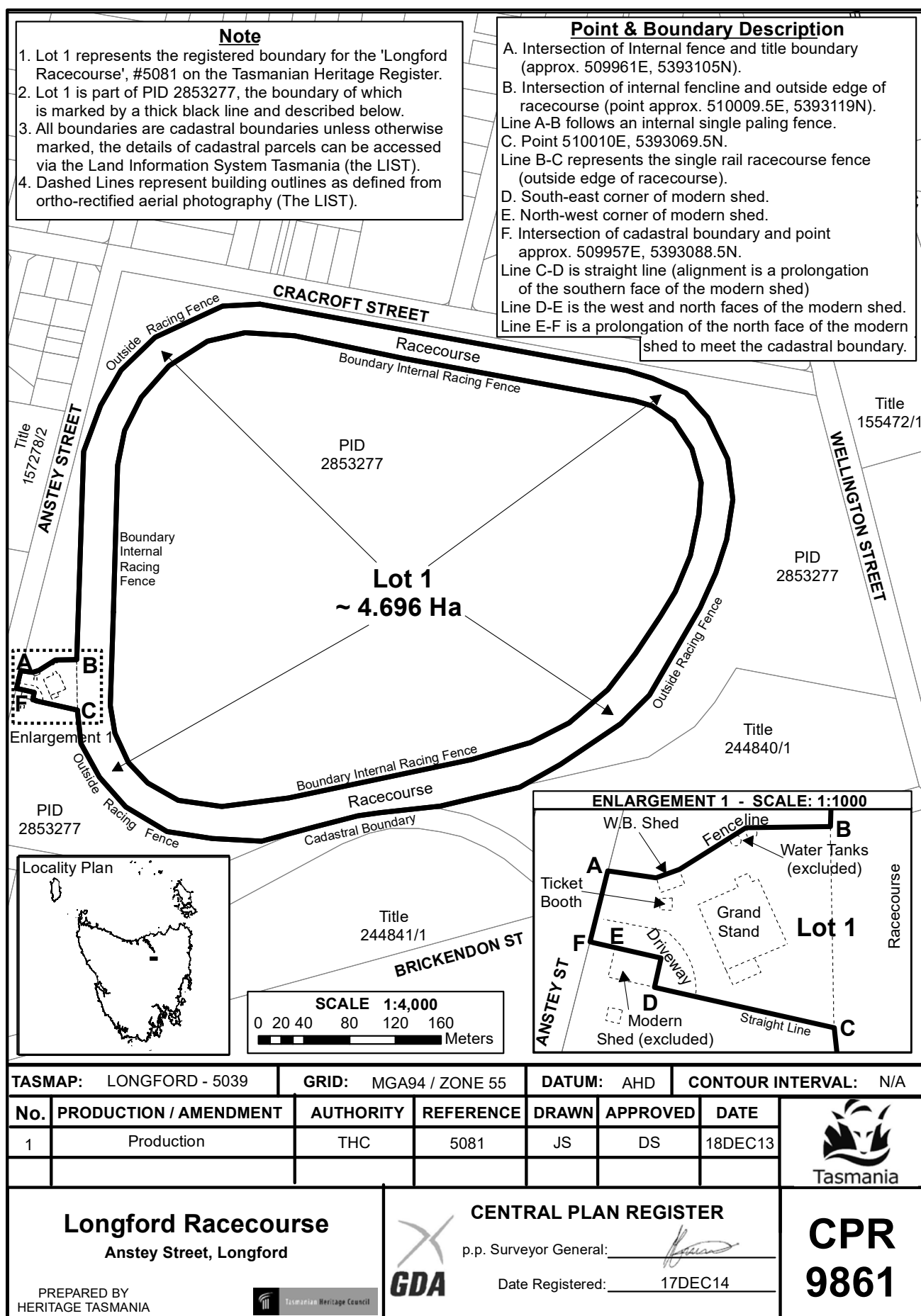
Information on the types of work that may be eligible for a Certificate of Exemption is available in the Tasmanian Heritage Council's *Works Guidelines for Historic Heritage Places* (Nov. 2015). The Works Guidelines can be downloaded from [www.heritage.tas.gov.au](http://www.heritage.tas.gov.au)

Please contact the undersigned on 1300 850 332 if you require further information.

A handwritten signature in black ink, appearing to read "Chris Bonner".

Chris Bonner  
**Regional Heritage Advisor – Heritage Tasmania**  
*Under delegation of the Tasmanian Heritage Council*

Certificate of Exemption # 3662, Page 1 of 1





Tasmanian Heritage Council  
GPO Box 618 Hobart Tasmania 7000  
Tel: 1300 850 332  
enquiries@heritage.tas.gov.au  
www.heritage.tas.gov.au

PLANNING REF: PLN-21-0336  
THC WORKS REF: #6820  
REGISTERED PLACE NO: #5081  
FILE NO: 10-71-25 THC  
APPLICANT: Woolcott Surveys  
DATE THC RECEIVED: 27 January 2022  
DATE OF THIS NOTICE: 31 January 2022

## NOTICE OF (NO) INTEREST

*(Historic Cultural Heritage Act 1995)*

The Place: Longford Racecourse, Anstey Street, Longford.  
Proposed Works: Proposed chute – Longford Racecourse.

Under s36(3)(a) of the *Historic Cultural Heritage Act 1995* the Tasmanian Heritage Council provides notice that it has no interest in the discretionary permit application because a Certificate of Exemption has been issued (copy attached) for the works, pursuant to s42 of the Act.

Please contact the undersigned on 1300 850 332 if you would like to discuss any matters relating to this application or this notice.

A handwritten signature in black ink, appearing to read "Chris Bonner".

Chris Bonner

**Regional Heritage Advisor – Heritage Tasmania**  
*Under delegation of the Tasmanian Heritage Council*

**NORTHERN MIDLANDS COUNCIL**

**REPORT FROM:** HERITAGE ADVISER, DAVID DENMAN  
**DATE:** 27 January 2022  
**REF NO:** PLN-21-0336; 100400.06  
**SITE:** Longford Racecourse (Property ID 2853277), Anstey Street  
& Cracroft Street, Longford  
**PROPOSAL:** Proposed chute (mini straight) at Longford Racecourse,  
extension to guard rail & horse path within adjoining  
Cracroft St road reserve (vary side setback)  
**APPLICANT:** Woolcott Surveys  
**REASON FOR REFERRAL:** HERITAGE PRECINCT  
HERITAGE-LISTED PLACE  
*Local Historic Heritage Code*  
*Heritage Precincts Specific Area Plan*

Do you have any objections to the proposal: **No**

Do you have any other comments on this application?

This proposal will have no impact on historic heritage values.  
I have no objection to the proposal.

*Email referral as word document to David Denman – [david@denman.studio](mailto:david@denman.studio)*

*Attach public exhibition documents*

*Subject line: Heritage referral PLN-21-0336 - Longford Racecourse (Property ID 2853277), Anstey  
Street & Cracroft Street, Longford*



David Denman (Heritage Adviser)

Date: 1/2/2022



**REFERRAL OF DEVELOPMENT APPLICATION PLN-21-0336 TO WORKS & INFRASTRUCTURE DEPARTMENT**

**Property/Subdivision No:** 100400.06

**Date:** 27 January 2022

**Applicant:** Woolcott Surveys

**Proposal:** Proposed chute (mini straight) at Longford Racecourse, extension to guard rail & horse path within adjoining Cracroft St road reserve (vary side setback)

**Location:** Longford Racecourse (Property ID 2853277), Anstey Street & Cracroft Street, Longford

W&I referral PLN-21-0336, Longford Racecourse (Property ID 2853277), Anstey Street & Cracroft Street, Longford

No W&I comment.

I understand that a risk assessment is required but that this is not a permit condition.

*Jonathan Galbraith (Engineering Officer)*

*Risk assessment discussed with Leigh McCullagh (Works Manager) and Paul Godier 1/2/22*

*Date: 4/2/22*



13 Smith Street / PO Box 156  
Longford Tas 7301

# PLANNING APPLICATION

Phone: 6397 7303  
E-mail: [planning@nmc.tas.gov.au](mailto:planning@nmc.tas.gov.au)

## PLANNING APPLICATION

### Proposal

Description of proposal: Section 43A application to  
amend the Northern Midlands Interim Planning Scheme 2013  
with a site-specific amendment and combined  
planning application.

(attach additional sheets if necessary)

If applying for a subdivision which creates a new road, please supply three proposed names for the road, in order of preference:

1..... 2..... 3.....

Site address: 26 Wilmores Lane, Longford, 86 Bughley Street  
Longford and Crown Land

CT no: 54261/7, 54260/6 and 137103/3

Estimated cost of project \$ 60,000 (include cost of landscaping,  
 car parks etc for commercial/industrial uses)

Are there any existing buildings on this property? (Yes) / No

If yes – main building is used as Farm Shed

If variation to Planning Scheme provisions requested, justification to be provided:

See attached Report prepared by Rebecca Green  
and Associates

(attach additional sheets if necessary)

Is any signage required? No  
 (if yes, provide details)

## PLANNING APPLICATION

### Applicant / owner details

Applicant: Rebecca Green and Associates P/L  
 Signature of Applicant: R/Green Date: 4 October 2021

#### Applicant's Details:

Postal address: PO Box 2108  
Launceston TAS 7250

Phone: ..... Mobile: .....  
 E-mail: admin @ rgassociates.com.au

☒ I agree to receive communication regarding this application via email (please tick)

Name of Owner/s of subject site: Martin Neville McConnon and Nerida Kathleen  
 (as per certificate of title) McConnon and Crown (Property Services)

(If the subject site is Crown land, owned by the Council or administered by the Council or the Crown, the application must be signed by either the responsible Minister of the Crown (or the Minister's delegate) or by the General Manager of the Council, and must be accompanied by written permission of that Minister or general manager to the making of the application.)

If the proposal involves works to an existing access or a new access the application must be signed by either the responsible Minister of the Crown (or the Minister's delegate) or by the General Manager of the Council and must be accompanied by the written permission of that Minister or general manager to the making of the application.

Owner's postal address: GPO Box 44, Hobart 7001

Owner's email address: admin@mcconnon.com.au, PropertyServices@parks  
tas.gov.au

As the owner of the land, I consent to the application being submitted,

Signed: ..... Date: .....

**OR**

As the applicant, I declare that I have notified the owner of the application

Signed: R/Green Date: 4 October 2021

#### Right of Way:

If the subject site is accessed via a right of way, the owner of the ROW must also be notified of the application.

Name of Owner/s of ROW: .....

ROW Owner's Postal Address: .....

As the applicant, I have notified the owner of the ROW of the application

Signed: ..... Date: .....  
 (attach extra page if required)

#### Office use only:

Paid \$..... Date: ..... Receipt No: ..... (Code 01)

Ref: **P1**..... / ..... Discretionary / Permitted / No Permit Required



**Attachments:**

- ☐ **Site plan (A4 or A3) showing:**
  - new buildings, works and alterations
  - north point, relative site and floor levels
  - lot boundaries, contours, road frontages, rights of way, easements and any services over the land
  - location of any existing buildings or structures on the land or adjoining lots
  - existing natural features such as trees, watercourses etc
  - items to be demolished, areas to be cut and filled
  - vehicle access points to roads and provisions for car parking & manoeuvring
  - provision of open space, including gradients, dimensions, access and adjoining open spaces
  - provisions for drainage
  - a completed environmental supplement for commercial or industrial developments
- ☐ **Adequate information to fully explain proposal, its intent, compatibility with environs & justification for any variation of Scheme provisions**
- ☐ **Locality plan showing:**
  - nearby streets
  - nearby buildings & features
- ☐ **Landscape plans & elevations (A4 or A3) showing:**
  - existing vegetation
  - proposed plantings
  - trees to be removed or land clearing and measures to prevent site soil erosion / pollution
- ☐ **Proposal plans/drawings (A4 or A3) showing:**
  - floor plan (inc area in m<sup>2</sup>)
  - building elevations (inc heights of building)
  - external materials and proposed colour scheme
  - type and colour and construction materials on all external surfaces
  - details of external lighting including the location, direction and strengths of external lights and proposed baffle devices
  - details of signage required
- ☐ **Consent of the property owner;**
- ☐ **Copy of title plan & easements** (available from Service Tas)
- ☐ **Other reports** (eg engineering)
- ☐ **Fees**  
Application fees are based on estimates provided by the applicant when the planning application is made – an adjustment may be levied when a project cost is provided at building application stage.

Applications may be emailed to [Planning@nmc.tas.gov.au](mailto:Planning@nmc.tas.gov.au), and application fees may be paid over the phone to Council's receptionist.

**PRIVACY STATEMENT**

The Northern Midlands Council abides by the *Personal Information Protection Act 2004* and views the protection of your privacy as an integral part of its commitment towards complete accountability and integrity in all its activities and programs.

**Collection of Personal Information:** The personal information being collected from you for the purposes of the *Personal Information Protection Act, 2004* and will be used solely by Council in accordance with its Privacy Policy. Council is collecting this information from you in order to process your application.

**Disclosure of Personal Information:** Council will take all necessary measures to prevent unauthorised access to or disclosure of your personal information. External organisations to whom this personal information will be disclosed as required under the *Building Act 2016*. This information will not be disclosed to any other external agencies unless required or authorised by law.

**Correction of Personal Information:** If you wish to alter any personal information you have supplied to Council please telephone the Northern Midlands Council on (03) 6397 7303. Please contact the Council's Privacy Officer on (03) 6397 7303 if you have any other enquires concerning Council's privacy procedures.

Our ref: PLN-21-0276

17 November 2021

Rebecca Green & Associates P/L  
P.O. Box 2108  
LAUNCESTON 7250



By email: [admin@rgassociates.com.au](mailto:admin@rgassociates.com.au)

Dear Ms Green

**Additional Information Required for Draft Amendment 03/2021  
26 Wilmores Lane, 86 Burghley Street and Crown Land, Longford**

Thank you for your application, which has been reviewed by Council's planners.

In accordance with section 33 and 43D (former provisions) of the *Land Use Planning and Approvals Act 1993*, please provide written permission to the making of the application from the Minister administering the Crown Land Folio of the Register 137103/3, or from the Minister's delegate.

The amendment has been lodged on the basis of including the Storage use class (if for Contractors Depot) as a permitted use. The site is proposed to be zoned Agriculture under the draft Northern Midlands Local Provisions Schedule. Storage (contractors depot) is a discretionary use in the Agriculture Zone under the Statewide Planning Provisions.

As such please provide the following information:

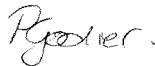
- A response to Clause 26.3.1, P1.1, P2.2, P4 and P5 of the *Northern Midlands Interim Planning Scheme 2013*.

This information is requested under section 43E (former provisions) of the *Land Use Planning and Approvals Act 1993*.

Please send any emails to [planning@nmc.tas.gov.au](mailto:planning@nmc.tas.gov.au) including the reference **PLN-21-0276**.

If you have any questions, please contact me on 6397 7303, or e-mail [planning@nmc.tas.gov.au](mailto:planning@nmc.tas.gov.au).

Yours sincerely,



Paul Godier  
**Senior Planner**

**From:** "Rebecca Green"  
**Sent:** Sun, 6 Feb 2022 22:36:20 +1100  
**To:** "NMC Planning" <planning@nmc.tas.gov.au>  
**Cc:** "McConnon Agricultural Contracting"  
**Subject:** PLN-21-0276 Response to Additional Information Request - Draft Amendment 03/2021  
**Attachments:** Crown Letter of Consent - Rebecca Green - 26 Wilmores Lane and 86 Burhley Street Longford.PDF, Delegation\_LUPAA\_DGL to Various (Dec 2021).PDF, Crown Signed Owners Consent.PDF, 26 Wilmores Lane and 86 Burghley Street Longford - S 43A Amendment Report Version 2.pdf, Appendix H Economic impact statement.pdf

Good evening Paul and Rosemary,

Please find attached written permission to the making of the application from the Minister administering the Crown Land FR 137103/3 (delegate).

I also attach an updated Planning Submission Report (although not attaching appendix's again as previously sent), see Version 2, updating to address Clause 26.3.1 and noting that the use is proposed to be discretionary within the Agriculture zone of the Tasmanian Planning Commission.

I also attach a new appendix (Appendix H), please see attached to be included with the application documentation.

We hope that this proposal could now progress and be considered at the upcoming February Council meeting. If you have any further questions, please do not hesitate to contact myself.

Kind regards

Rebecca Green  
Senior Planning Consultant & Accredited Bushfire Hazard Assessor  
Rebecca Green & Associates

P.O. Box 2108, Launceston, 7250

Department of Natural Resources and Environment Tasmania

OFFICE OF THE SECRETARY

**Hobart** GPO Box 44, Hobart, Tasmania, 7001  
**Launceston** PO Box 46, Kings Meadows, Tasmania, 7249  
**Devonport** PO Box 303, Devonport, Tasmania, 7310  
Ph 1300 368 550  
Web [nre.tas.gov.au](http://nre.tas.gov.au)

Inquiries: Jesse Walker  
Phone: 6169 9015  
Fax: 6173 0226  
Email: [jesse.walker@nre.tas.gov.au](mailto:jesse.walker@nre.tas.gov.au)  
Our ref 21/4355



Ms Rebecca Green  
Senior Planning Consultant and Accredited Bushfire Hazard Assessor  
Rebecca Green and Associates  
PO Box 2108  
LAUNCESTON TAS 7250  
E: [admin@rgassociates.com.au](mailto:admin@rgassociates.com.au)

Dear Ms Green

**LODGEMENT OF PLANNING APPLICATION  
26 WILMORES LANE AND 86 BURGHLEY STREET, LONGFORD**

This letter is issued pursuant to section 43D(1)(b) of the *Land Use Planning and Approvals Act 1993* (LUPAA). It confirms that Rebecca Green and Associates obo McConnon Agricultural Contracting has Crown consent to the making of this Application with the Northern Midlands Council for the enclosed Scheme Amendment and Development Application under section 43A of LUPAA.

The Crown consent is for the proposal listed below (as detailed in the enclosed application and supporting documents):

- Scheme Amendment:** Site-specific amendment to allow 'Storage, if for Contractors Yard' as a permitted use within the Rural Resource Zone.
- Development Application:** Contractors Yard, including the extension to an existing shed at 26 Wilmores Lane, and development of container domes at 86 Burghley Street, Longford.

In accordance with section 43D(1)(a) of LUPAA, enclosed is the signed application for a planning permit. This Crown consent is only given to the lodgement of this application. Any variation will require further consent from the Crown.

Please also note, it is Departmental policy that all fire buffer areas (Hazard Management Areas and Fuel Modified Areas) are maintained wholly within freehold title boundaries and not on neighbouring Crown or Reserved land. Additionally, it is not the Parks and Wildlife Service's practice for the Crown to enter into agreements under Part 5 of LUPAA in support of developments on private property.



This letter does not constitute, nor imply, any approval to undertake works, or that any other approvals required under the *Crown Lands Act 1976* have been granted. If planning approval is given for the proposed development, the applicant will be required to obtain separate and distinct consent from the Crown before commencing any works on Crown land.

If you need more information regarding the above, please contact the officer nominated at the head of this correspondence.

Yours sincerely



Jason Jacobi

**ACTING DIRECTOR-GENERAL OF LANDS**

24 January 2022

# Notice of Termination of Authority and Instrument of Delegation

## **DELEGATION OF THE DIRECTOR-GENERAL OF LANDS' FUNCTIONS UNDER THE LAND USE PLANNING AND APPROVALS ACT 1993**


I, TIMOTHY WILLIAM BAKER, being and as the Director-General of Lands appointed under section 7 of the *Crown Lands Act 1976* ("the Act"), acting pursuant to section 23AA(5A) of the *Acts Interpretation Act*, hereby give notice that the authority of the holders of the offices of Deputy Secretary (Parks & Wildlife Service) (position number 700451), Manager - Crown Land Services (position number 707556), Team Leader - Crown Land Services (Unit Manager, Leases & Licences) (position number 340697) and Team Leader - Crown Land Services (Unit Manager, Policy & Projects) (position number 334958) to perform the functions conferred on the Director-General of Lands, as delegated on 20 December 2020 by Deidre Wilson, then Acting Director-General of Lands, is terminated with immediate effect.

Further, acting pursuant to section 52(1E) of the *Land Use Planning and Approvals Act 1993* ("the Act"), I hereby delegate the functions described (by reference to the relevant provision of the Act and generally) in Schedule 1, to the persons respectively holding the offices of Deputy Secretary (Parks & Wildlife Service) (position number 700451), General Manager (Park Operations and Business Services) (position number 708581), Director (Operations) (position number 708050), Manager (Property Services) (position number 707556), Unit Manager (Operations) (position number 702124), and Team Leader (Assessments) (position number 334958) in accordance with the functions delegated to me by the Minister for Parks, being and as the Minister administering the *Crown Lands Act 1976*, by instrument dated 30 November 2021.

### SCHEDULE 1

<b>Provision</b>	<b>Description of Functions</b>
Section 52(1B)	Signing, and providing written permission for, applications for permits in relation to Crown land.

Dated at HOBART this 7th day of December 2021



Tim Baker  
**DIRECTOR-GENERAL OF LANDS**

TASMANIAN PLANNING COMMISSION

## Form No. 1

## Owners' consent

Requests for amendments of a planning scheme or Local Provisions Schedule and applications for combined permits require owners' consent. This form must be completed if the person making the request is not the owner, or the sole owner.

The person making the request must clearly demonstrate that all owners have consented.

Please read the notes below to assist with filling in this form.

### 1. Request made by:

Name(s):

Rebecca Green & Associates Pty Ltd

Email address:

admin@rgassociates.com.au

Contact number:

### 2. Site address:

Address:

26 Wilmores Lane, Longford and 86 Burghley Street, Longford with access over crown land reserved road

Property identifier (folio of the Register for all lots, PIDs, or affected lot numbers on a strata plan):

CT54261/7 (PID 3501855) & CT54260/6 (PID 7875547) & CT137103/3

## 3. Consent of registered land owner(s):

**Every owner, joint or part owner** of the land to which the application relates must sign this form (or a separate letter signed by each owner is to be attached).

Consent to this request for a draft amendment/and combined permit application is given by:

Registered owner:

Property identifier (folio of the Register for all lots, PIDs, or affected lot numbers on a strata plan):

Position (if applicable):

Signature:  Date:

Registered owner (please print):

Property identifier (folio of the Register for all lots, PIDs, or affected lot numbers on a strata plan):

Position (if applicable):

Signature:  Date:

Registered owner (please print):

Property identifier (folio of the Register for all lots, PIDs, or affected lot numbers on a strata plan):

Position (if applicable):

Signature:  Date:

**NOTES:****a. When is owners' consent required?**

Owners' consent is required for:

- amendments to a planning scheme under former section 33(1)/a Local Provisions Schedule (LPS) owners' consent under section 37 of the *Land Use Planning and Approvals Act 1993*; and or
- combined permits under former section 43A or section 40T of the Act.

Owners' consent must be provided before the planning authority determines to initiate, certify or prepare the amendment.

**b. Who can sign as owner?**

Where an owner is a natural person they must generally sign the owner's consent form personally.

Where an owner is not a natural person then the signatory must be a person with legal authority to sign, for example company director or company secretary.

If the person is acting on behalf of the owner under a legal authority, then they must identify their position, for example trustee or under a power of attorney. Documentary evidence of that authority must also be given, such as a full copy of the relevant Trust Deed, Power of Attorney, Grant of Probate; Grant of Letters of Administration; Delegation etc.

Please attach additional pages or separate written authority as required.

**c. Strata title lots**

Permission must be provided for any affected lot owner and for common property for land under a strata title under the *Strata Titles Act 1998*. For common property, permission can be provided in one of the following ways:

- i. a letter affixed with the body corporate's common seal, witnessed by at least two members of the body corporate (unless there is only one member, in which case the seal must be witnessed by that member) and which cites the date on which the body corporate or its committee of management met and resolved to give its consent to the application; or,
- ii. the consent of each owner of each lot on the strata plan.

**d. Companies**

If the land is owned by a company then consent must be signed in accordance with the *Corporations Act 2001 (Cwth)* as follows:

- i. one company director and company secretary; or
- ii. two company directors; or
- iii. if a sole director/sole shareholder who is also the sole secretary, the sole director; or,
- iv. a company with a common seal may execute a document if the seal is fixed to the document and witnessed by two directors; or one director and a company secretary, or for a proprietary company that has a sole director who is also the sole company secretary, that director.

The ABN or ACN, the names and positions of those signing the consent, and a current ASIC company extract ([www.asic.gov.au](http://www.asic.gov.au)) must be provided.

**e. Associations**

If the land is owned by an incorporated association then the document must be signed in accordance with the rules of the association by, for example being:

- i. sealed and witnessed in accordance with the association's rules; or,
- ii. signed by a person authorised in accordance with the association's rules.

The ABN, the names and positions of those signing the consent, and copy of the association's rules must be provided.

**f. Council or the Crown**

If the land is owned by a council or the Crown then consent must be signed by a person authorised by the relevant council or, for Crown land, by the Minister responsible for the Crown land, or a duly authorised delegate.

The name and positions of those signing must be provided.

Effective Date: 1 October 2020

<sup>1</sup> References to the former provisions of the *Land Use Planning and Approvals Act 1993* (the Act) are references to the provisions of the Act as defined in Schedule 6 – Savings and transitional provisions of the *Land Use Planning and Approvals Amendment (Tasmanian Planning Scheme Act) 2015*. The former provisions apply to an interim planning scheme that was in force prior to the commencement day of the *Land Use Planning and Approvals Amendment (Tasmanian Planning Scheme Act) 2015*. The commencement day was 17 December 2015.



## Section 43A Application

26 WILMORES LANE, LONGFORD AND 86 BURGHLEY STREET, LONGFORD  
(ACCESS OVER CT 137103/3)  
McConnon Agricultural Contracting  
SUPPORTING SUBMISSION  
FEBRUARY 2022 (Version 2)



**McCONNON**  
AGRICULTURAL CONTRACTING

Prepared by:  
Rebecca Green & Associates

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## APPENDICES

- Appendix A: Land Owners Consent
- Appendix B: Licence Agreement Ref: 256669
- Appendix C: Certificates of Title
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- Appendix E: Noise Survey Report
- Appendix F: Dust and Silica Exposure Assessment
- Appendix G: Traffic Impact Statement
- Appendix H: Economic Impact Statement

## 1. Executive Summary

Rebecca Green & Associates has been engaged by McConnon Agricultural Contracting to prepare an application for a proposed draft amendment to the *Northern Midlands Interim Planning Scheme 2013* ('the scheme') for a site-specific amendment and subsequent development application for a Storage Use (Contractors Yard) in accordance with Section 43A of the former provisions of the *Land Use Planning and Approvals Act 1993* (the Act) relating to land at 26 Wilmores Lane and 86 Burghley Street, Longford, with access over Crown Land (F.R.137103/3).

The draft amendment seeks to allow the use class of 'Storage, if for Contractors Yard' as a discretionary use, within the Rural Resource Zone, on specific lots. These provisions remain in force until such time as a Local Provision Schedule is declared for a local government area. Northern Midlands Council are yet to transition over to the Tasmanian Planning Scheme. It is understood that the subject lands are to be zoned Agriculture under the Tasmanian Planning Scheme.

The application also seeks to use and develop the subject lands for a Contractors Yard, including the extension to an existing shed at 26 Wilmores Lane, and development of container domes at 86 Burghley Street, Longford.

This submission forms the basis of the application and has been prepared having regard to the relevant requirement and objectives of the Act together with relevant strategic planning documents, including:

- Northern Tasmania Regional Land Use Strategy;
- The Scheme;
- State Policies; and
- Northern Midlands Strategic Plan 2017-2027.

References to the relevant requirements of the Act in this submission are references to the requirements in Parts 2A and 3 of the former provisions of the Act, in accordance with Schedule 6 – Savings and transitional provisions of the *Land Use Planning and Approvals Amendment (Tasmanian Planning Scheme Act) 2015*.

This submission demonstrates compliance with the requirements of Section 32 and Section 43A of the Act. As such, the proposal is suitable for Council certification and subsequent approval.

## 2. The Proposal

The purpose of this application is to amend the *Northern Midlands Interim Planning Scheme 2013* ("the Scheme") for a site-specific amendment of land at the following address:

- 26 Wilmores Lane, Longford (F.R. 54261/7); and
- 86 Burghley Street, Longford (F.R. 54260/6); and
- Crown Land (F.R. 137103/3).

The draft amendment seeks to insert the use class of 'Storage' as a permitted use into the use table under Clause 26.2 of the Rural Resource Zone.

The 'Storage' use class would include a qualification 'if for Contractors Yard', and only allowed development for the use class of 'Storage' to occur on the specific title numbers listed.

The use table under Clause 26.2 would subsequently be modified as follows:

Discretionary	
Use Class	Qualification
Storage	If: a) For a contractors yard; and b) Only on F.R. 54261/7, F.R. 54260/6 and F.R. 137103/3.

This submission will be presented in three parts. The first part of the submission will provide details of the site. The second part will address the requirements of Section 33 of the *Land Use Planning and Approvals Act 1993* (LUPAA) with reference to the proposed site-specific amendment. The third part will address the requirements of Section 43A of LUPAA with respect to the development proposal itself.

### 3. Site Analysis

#### 3.1 Location

The subject land is located at 26 Wilmores Lane, Longford (F.R. 54261/7) and 86 Burghley Street, Longford (F.R. 54260/6) with access over Crown Land (F.R. 137103/3). A copy of the title documentation is provided in Appendix C. Figure 1, below, illustrates the location of the subject lands.

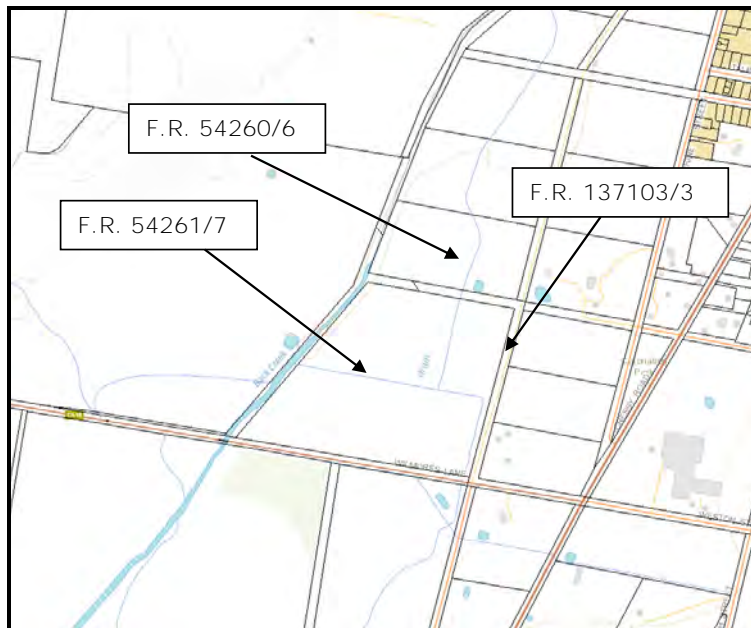


Figure 1 – Location of subject land. (Image courtesy of [www.thelist.tas.gov.au](http://www.thelist.tas.gov.au))

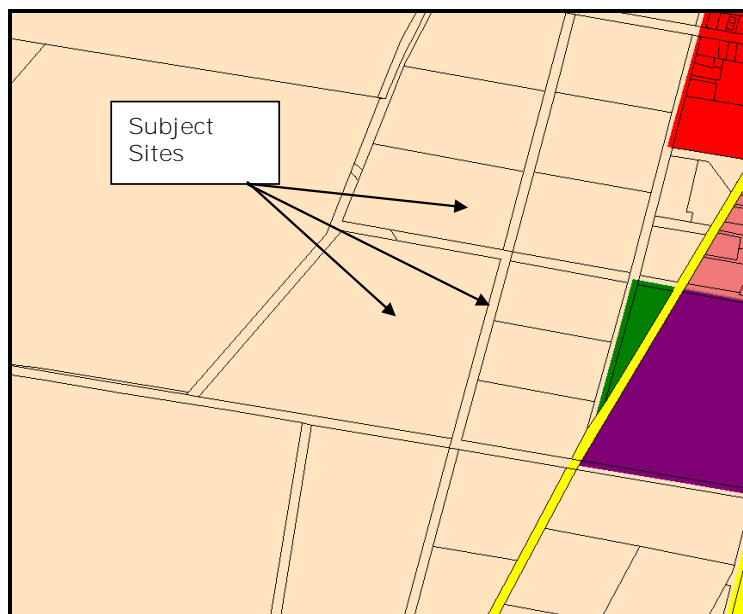


Figure 2 – Site zoning and surrounding zoning. (Image courtesy of [www.thelist.tas.gov.au](http://www.thelist.tas.gov.au))  
 Cream = Rural Resource, Purple = General Industrial

26 Wilmores Lane has an area of 16.39 hectares and has road frontage to Wilmores Lane and also unmade section of Burghley Street. The site is relatively flat site. The site is used for intensive grazing and hay production in relation to the owners established Hampshire Down sheep stud. An existing shed is approved and located in the north-eastern section of



the title and planning approval has been granted for the use and development of a dwelling also in this north-eastern section (Council's Planning Permit ref: PLN-18-0312).

86 Burghley Street has an area of 5.463 hectares and has recently been purchased by M. and N. McConnon (having transferred on 6 September 2021). The land is currently undeveloped and used for grazing purposes.

The Crown Land providing access to both titles have an existing Licence (DPIPWE Ref: 256669, dated: 16 August 2019 and expires 30 June 2069, which provides M. and N. McConnon with access to the majority of the title, however with the recent purchase of 86 Burghley Street the extent of the Licenced land will require to be increased to provide for access to 86 Burghley Street.

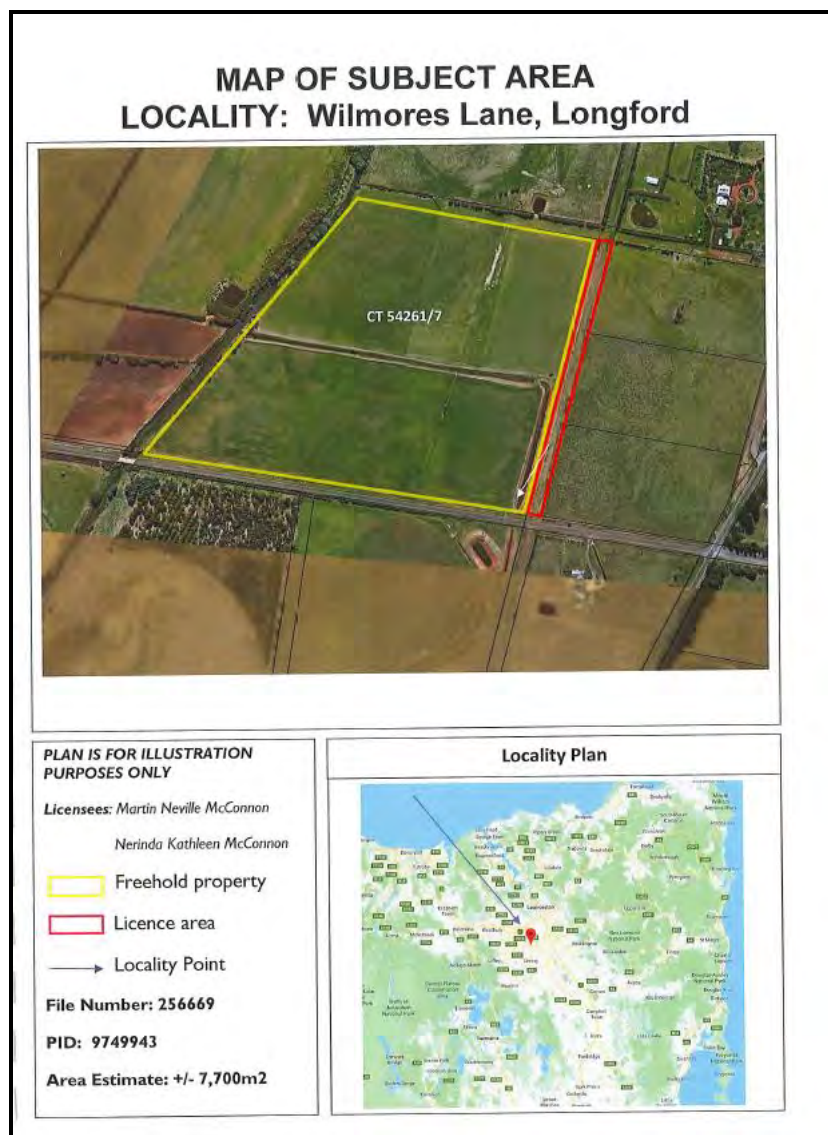


Figure 3 – Extract from Licence (DPIPWE Ref: 256669) detailing current Licence Area

The subject sites are located on the outskirts of Longford. The sites are surrounded by small rural lifestyle allotments. The subject site is bound to the east by unmade road reservations, to the south is Wilmores Lane and to the west the site is bound by Back Creek and to the north is a title zoned Rural Resource.

### **3.2 Title description**

The subject property is described in the following titles, Folio of the Register 54261/7 and Folio of the Register 54260/6. The registered owners of the lots are Martin Neville McConnon and Nerinda Kathleen McConnon. Written permission is provided by the landowners and attached at Appendix A to this submission. Access is provided to both titles via Crown Land over Folio of the Register 137103/3. Crown consent to the making of this application is submitted under separate cover. A copy of the existing Licence is provided at Appendix B to the submission.

### **3.3 Hazards and Special Values**

#### **3.3.1 Heritage and Scenic**

The subject sites are not identified to be of heritage significance.

The sites are not listed in the Tasmanian Aboriginal site index.

#### **3.3.2 Flooding**

The flood prone areas overlay burdens the western portion of the subject sites.

#### **3.3.3 Bushfire**

The sites are mapped as being bushfire prone, although this is not a consideration of the use and development at the planning application stage.

#### **3.3.4 Land capability**

Published Land Capability at 1:100,000 maps the subject site as Class 3 and 4. A report was provided with the application for shed and dwelling on 26 Wilmores Lane in 2018 by TP Jones and Co. That report considered the need to accommodate a residential use, subservient to the resource development of the site – lamb production, as necessary for the increased production of the subject site. The proposal is unlikely to impact on adjacent agricultural use, as it is directly associated with resource development, being for a Storage use class, for Contractors Yard, with the proposal to support the existing business enterprise of McConnon Agricultural Contracting.

#### **3.3.5 General environmental quality and hazard risk**

The subject site is not known to have been used for a relevant activity listed in the Potentially Contaminated Land Code of the Scheme.

The site is not identified as being of risk of landslide. The subject site is surrounded by an area that has already been developed and has been developed upon.

**3.3.6 Special or significant features of the subject land**

There are no species of rare, vulnerable or endangered flora or fauna species located on the subject land.

There is no native vegetation on the subject site that will require clearing as part of the development of the site.

**3.3.7 Infrastructure**

The subject site is located within the area of Longford; it is not provided with reticulated water, sewerage and stormwater, however the site is provided with power and communications supplies. Onsite collection and disposal of stormwater is proposed for the development. The size of the site and soils on the site are suitable for disposal.

**4. The Amendment****4.1 Proposed Amendment**

The subject site is currently zoned Rural Resource under the *Northern Midlands Interim Planning Scheme 2013*.

The Rural Resource zone does not allow for storage use. The site-specific amendment seeks to insert the use class of 'Storage' as a discretionary use into the use table under Clause 26.2, of the Rural Resource zone.

The 'Storage' use class would also be inserted with a qualification which would allow for a contractors yard only, and only allowed development for the use class of 'storage' to occur on the specific title numbers listed.

'Storage' is defined as:

*"use of land for storage or wholesale of goods, and may incorporate distribution. Examples include boat and caravan storage, contractors yard, freezing and cool storage, liquid fuel depot, solid fuel depot, vehicle storage, warehouse and wood yard."*

The use table under clause 26.2 would subsequently be modified as follows:

<b>No Permit Required</b>	
<b>Use Class</b>	<b>Qualification</b>
Natural and cultural values management	
Passive recreation	
Resource development	If not for: a) Plantation forestry on prime agricultural land; or b) Controlled environment agriculture on prime agricultural land; or

	<ul style="list-style-type: none"> <li>c) Intensive animal husbandry on prime agricultural land; or</li> <li>d) A dwelling; or</li> <li>e) Forestry or plantation forestry on non-prime agricultural land.</li> </ul>
Utilities	If for existing uses and the curtilage does not increase by more than 30% as at the effective date and not located on prime agricultural land
<b>Permitted</b>	
<b>Use Class</b>	<b>Qualification</b>
Business and professional services	If for a veterinary centre or similar animal breeding or care services
Domestic animal breeding, boarding or training	If not on prime agricultural land
Community meeting & entertainment	If for existing premises used for public purposes
Crematoria and cemeteries	If for crematoria and not on prime agricultural land
Extractive industries	If not: <ul style="list-style-type: none"> <li>a) Located on prime agricultural land or;</li> <li>b) For a Level 2 activity</li> </ul>
Food services	If for existing uses and the curtilage does not increase by more than 30% as at the effective date
Hotel industry	If for existing uses and the curtilage does not increase by more than 30% as at the effective date
Residential	If for existing uses or home-based business in an existing dwelling
Resource development	If not for: <ul style="list-style-type: none"> <li>a) Plantation forestry on prime agricultural land; or</li> <li>b) Controlled environment agriculture on prime agricultural land, unless dependent upon the soil as a growth medium; or</li> <li>c) Intensive animal husbandry on prime agricultural land.</li> </ul>
Resource processing	If directly associated with produce from the subject site
Sports and recreation	If for existing uses and the curtilage does not increase by more than 30% as at the effective date
Visitor accommodation	If for existing uses and the curtilage does not increase by more than 30% as at the effective date
<b>Discretionary</b>	

<b>Use Class</b>	<b>Qualification</b>
Bulky goods sales	If for rural supplies, landscape supplies and timber yard
Business and professional services	If not for a veterinary centre or similar specialist animal breeding or care services
Educational and occasional care	If providing education services for the resource development use class
Emergency services	
Equipment and machinery sales and hire	
Extractive industries	If located on prime agricultural land; or If for a Level 2 Activity
Food services	If: a) Not for existing use; or b) The curtilage increases by more than 30% as at the effective date
General retail and hire	
Hotel industry	If for: a) Existing uses and the curtilage increases by more than 30% as at the effective date; or b) Cellar door sales, micro-breweries or micro-distilleries
Motor racing facility	If not a new facility on prime agricultural land
Recycling and waste disposal	
Residential	If for single dwelling
Research and development	If directly associated with resource development
Resource development	If: a) For controlled environment agriculture or intensive animal husbandry on prime agricultural land; or b) Not for plantation forestry on prime agricultural land.
Resource processing	If not directly associated with produce from the subject site
Service industry	
Sports and recreation	If: a) Not for existing uses or b) The curtilage increases by more than 30% as at the effective date
<b>Storage</b>	<b>If:</b> <b>a) For a contractors yard; and</b> <b>b) Only on F.R. 54261/7, F.R. 54260/6 and F.R. 137103/3.</b>
Tourist operation	
Transport depot	



Utilities	If: a) For existing uses on prime agricultural land; or b) Not for existing uses; or c) The curtilage increases by more than 30% as at the effective date.
Vehicle fuels sales and services	
Vehicle parking	If on CT 135864/3 and directly associated with the Evandale market
Visitor accommodation	If: a) Not for existing uses or b) The curtilage increase by more than 30% as at the effective date
<b>Prohibited</b>	
<b>Use Class</b>	<b>Qualification</b>
All other uses	

The amendment proposes to insert a site-specific amendment into the Rural Resource zone. Storage -a) if for a contractors yard, has a discretionary status within the Agriculture zone use table 21.2 of the State Planning Provisions of the Tasmanian Planning Scheme. If the subject lands were used for resource development – cropping, the associated contractor’s yard would be considered subservient to the resource development use of the site (a No Permit Required use) and not a further use requiring consideration of this draft amendment. However, as the lands are not used for cropping for business enterprise purposes, and as the business contracts services to other farms, the use must be appropriately classified. The amendment further brings this proposal in line with the future statewide planning scheme.



Figure 4 – Combine harvester harvesting wheat

#### 4.3 Section 33 of LUPAA

An amendment to a Planning Scheme:

- Must seek to further the objectives of Schedule 1; and
- Must be prepared in accordance with State Policies made under section 11 of the State Policies and Projects Act 1993; and
- May make any provision which relates to the use, development, protection or conservation of any land; and
- Must have regard to the safety requirements set out in the standards prescribed under the *Gas Pipelines Act 2000*; and
- Must, as far as practicable, avoid the potential for land use conflicts with use and development permissible under the planning scheme applying to the adjacent area; and
- Must have regard to the impact that the use and development permissible under the amendment will have on the use and development of the region as an entity in environmental, economic and social terms.
- The provisions of section 20 (2), (3), (4), (5), (6), (7), (8) and (9) apply to the amendment of a planning scheme in the same manner as they apply to planning schemes.

Each of these parts will be addressed in the following sections.

#### 4.4 Objectives of Schedule 1, Part 1 of LUPAA

- (a) *To promote the sustainable development of natural and physical resources and the maintenance of ecological processes and genetic diversity*

No rare or threatened species of flora or fauna have been identified on the subject site. As such, the proposed amendment will not threaten genetic diversity. The proposal would therefore also not adversely impact on ecological processes. The site-specific amendment is seen as a potential to enable a wider range of uses on the land to enable appropriate use normally associated with resource development uses and consistent with the State Planning Provisions of the Tasmanian Planning Scheme.

*(b) To provide for the fair, orderly and sustainable use and development of air, land and water*

The proposed amendment will provide for fair, orderly and sustainable use and development. There are no significant ecological, hydrological or cultural values that have been identified within the subject site.

*(c) To encourage public involvement in resource management and planning*

This process encourages public participation and comment through the notification process, following Council certification. The community and government departments and agencies will be able to formally comment on the draft amendment as part of this process.

*(d) To facilitate economic development in accordance with the objectives set out in paragraphs (a), (b) and (c)*

The proposed amendment seeks to further this objective of the Act by inserting a site-specific amendment of the subject land to facilitate additional use class compatible with surrounding uses, including utilisation of the site for a use that if the land was cropped would not require an approval for the use.

The amendment will facilitate economic development through the opportunity for a contractor's yard to allow for McConnon Agricultural Contracting to store harvesting machinery and associated servicing of equipment and machinery as required to service the rural community for their harvesting and contracting needs. The amendment is therefore in accordance with objectives (a), (b) and (c) as discussed above.

*(e) To promote the sharing of responsibility for resource management and planning between the different spheres of Government, the community and industry in the State.*

The amendment seeks to further this objective by allowing for development of the subject land, in conjunction with Council and the community.

Community involvement will be encouraged through public notification, local government involvement will be encouraged through this planning process and industry involvement will be promoted during the future development and construction phase of the site development. State Government involvement will be facilitated through the Tasmanian Planning Commission assessment process.

#### **4.5 Objectives of Schedule 1, Part 2 of LUPAA**

- (a) *To require sound strategic planning and coordinated action by State and local government; and*

The amendment seeks to further this objective of the Act by furthering Council's objectives as expressed through the Northern Regional Land Use Strategy. It therefore represents sound strategic planning.

- (b) *To establish a system of planning instruments to be the principal way of setting objectives, policies and controls for the use, development and protection of land; and*

The proposed amendment seeks to insert a site-specific use of the subject sites within a zone existing within the *Northern Midlands Interim Planning Scheme 2013*. The amendment is consistent with the State Planning Provisions of the Tasmanian Planning Scheme where Storage – if for a contractors yard is a discretionary use within the Agriculture zone.

The land will be developed in accordance with the relevant provisions of the *Northern Midlands Interim Planning Scheme 2013*, the relevant code provisions will continue to apply.

- (c) *To ensure that the effects on the environment are considered and provide for explicit consideration of social and economic effects when decisions are made about the use and development of land; and*

The amendment is not likely to have an adverse impact on the surrounding environment. No rare, vulnerable or threatened species of flora or fauna have been identified on the subject property. Similarly, no areas of land exist on the site that require conservation.

The social and economic effects of development of the site should be given sufficient weight as the amendment will allow McConnon Agricultural Contracting to continue to operate and have a site base to store equipment and machinery when not on other farms providing harvesting and contracting services during harvesting season.

- (d) *To require land use and development planning and policy to be easily integrated with environmental, social, economic, conservation and resource management policies at State, regional and municipal levels; and*

The proposed amendment seeks to further this objective through alignment with Council's objectives for the development of the area and furthers the objectives of the Regional Land Use Strategy of Northern Tasmania. The Rural Resource zone allows a wide variety uses that provide for the sustainable use and or development of resources for agriculture and other primary industries.

All relevant regional and state policies have been considered for this proposal.

- (e) *To provide for the consolidation of approvals for land use or development and related matters, and to coordinate planning approvals with related approvals; and*

This amendment seeks to further this objective by allowing simultaneous consideration of both the amendment and the proposed development.

The proposed amendment will allow for storage use – contractors yard to operate from the subject sites. The subsequent planning and development approvals will be coordinated at development stage.

*(f) To secure a pleasant, efficient and safe working, living and recreational environment for all Tasmanians and visitors to Tasmania; and*

The amendment sought seeks to further this objective by allowing for a business to operate within the subject site in a manner that will not have an adverse impact upon the amenity of nearby neighbouring properties. The *Northern Midlands Interim Planning Scheme 2013* makes provision to ensure issues of safety and amenity are considered. A number of assessments accompany this submission demonstrating the little impact the proposal will have on neighbouring properties.

*(g) To conserve those buildings, areas or other places which are of scientific, aesthetic, architectural or historical interest, or otherwise of special cultural value; and*

The subject land has no known historical value.

*(h) To protect public infrastructure and other assets and enable the orderly provision and coordination of public utilities and other facilities for the benefit of the community; and*

This amendment will further this objective.

The future use of the subject site is capable of continuing to be connected to electricity, telecommunications infrastructure, in accordance with the requirements of the relevant authorities.

*(i) To provide a planning framework that fully considers land capability.*

Future development would not constrain the agricultural potential of the site, given the land capability and constraints and existing use for grazing. Future development would not constrain any agricultural use, noting the nearby sites are only used either for grazing and pasture purposes or for hobby/lifestyle purposes. The use is directly associated with resource development, just not directly undertaken on the subject site.

#### **4.6 State Policies**

*State Policy on Water Quality Management 1997*

The *State Policy on Water Quality Management 1997* came into operation on 27 September 1997. This policy applies to all surface water, including coastal waters, and groundwater's, other than privately owned waters that are not accessible to the public and are not connected to, or flow directly into, waters that are accessible to the public, or, water in any tank, pipe or cistern.

Clause 31.5 of the Policy requires that a use or development be consistent with the physical capacity of the land so that the potential for erosion and subsequent water quality degradation is minimised.

The nature of future use and development combined with the capacity of the Planning Authority to impose appropriate conditions in any subsequent planning approvals provides the opportunity for the relevant requirements of the Policy to be met.

On the above basis, it is considered that the proposed amendment complies with the provisions of the *State Policy on Water Quality Management 1997*.

*State Policy on the Protection of Agricultural Land 2009*

The *State Policy on the Protection of Agricultural Land 2009* came into operation on 3 September 2009. The Policy applies to all agricultural land in Tasmania.

The Agricultural Land Policy defines 'Agricultural land' as:

*Means all land that is in agricultural use or has the potential for agricultural use, that has not need zoned or developed for another use or would not be unduly restricted for agricultural use by its size, shape and proximity to adjoining non-agricultural uses.*

The subject site is Class 3 and Class 4 land according to the report provided by TP Jones & Co undertaken in 2018. The proposal is unlikely to impact on adjacent agricultural use. As such, the proposal does not conflict with the objectives of this Policy as the proposal is for a use servicing the rural community for harvesting and contracting purposes.

*State Coastal Policy 1996*

The *State Coastal Policy 1996* came into operation on 10 October 1996. This policy applies to the coastal zone, which includes all State waters and land within 1km from the High-Water Mark.

The site is not located within 1km of the coast and the State Coastal Policy therefore does not apply to the land.

*National Environment Protection Measures*

In accordance with Section 12A of the *State Policies and Projects Act 1993*, a national environment protection measure is taken to be a State Policy. The following therefore require consideration:

- Ambient air quality 2002
- Diesel vehicle emissions 2001
- Assessment of site contamination 1999
- Used packaging materials 1999
- Movement of controlled waste between States and Territories 1998
- National pollutant inventory 2000

The site has no land use history that indicates contamination. It is considered that the NEPMs will have no impact on the proposed amendment.



#### **4.7 Use, development, protection or conservation of any land**

The proposed amendment does not make provision for the protection of any particular piece of land, as no sites of significance are located either within the boundaries of the subject properties, or adjacent.

There are no areas of significance on the development site that require protection or conservation.

#### **4.8 Requirements under the Gas Pipelines Act 2000**

This section of LUPAA requires that regard be had with respect of the safety requirements set out in the standards prescribed under the *Gas Pipelines Act 2000*. The gas pipeline is located near to the subject property, within the Crown Land and also part of 86 Burghley Street. As such, the requirements of the *Gas Pipelines Act 2000* are relevant to the proposed amendment. As access only is existing and proposed over this section of land, the requirements of the Act are met.

#### **4.9 Risk of land use conflict**

As noted throughout this submission, the proposed amendment will not cause unreasonable conflict with adjoining uses. The adjacent uses on the smaller parcels of rural resource zoned land to the east were approved on the basis that the residential uses would not constrain nor conflict with the adjacent rural land to their west (the subject sites). The subject sites are used for intensive grazing and hay production in relation to the owners established Hampshire Down sheep stud. Existing machinery and equipment are used for these purposes and stored within the existing approved shed at 26 Wilmores Lane.

McConnon Agricultural Contracting is an agricultural harvest contracting business which currently operate 7 combine harvesters and 2 windrowers. The work is seasonal generally from a period mid-December to the end of April. Once the harvesters have left the site anywhere during the harvest season they will generally not return until April sometime, except returning for break-down repair or in between moving around the Northern Midlands between jobs. Trucks, including 2 grain trucks and a windrower transporter truck and cars (light vehicles) are housed at the property during the season, with a regular fuel truck refueling vehicles. Outside the harvesting season, the equipment is stored and in maintenance mode which would include clean downs and a mechanic on site pulling machines apart and reassembling ready for the upcoming harvest season. A Noise Assessment and Dust and Silica Exposure Assessment accompany this application finding that there is acceptable risk to receptors on or off the site.

#### **4.10 Northern Tasmania Regional Land Use Strategy (RLUS)**

The Regional Land Use Strategy of Northern Tasmania was originally declared by the Minister for Planning in accordance with the relevant provisions of the Act on 27 October 2011. The current version was declared by the Minister for Planning on 23 June 2021 and came into operation on that day.

The relevant regional policies and actions in the RLUS are reproduced and addressed:

# Regional Planning Policies

Policy	Actions
<b>Specific Policies and Actions – Rural Land Natural Productive Resource</b>	
<p><b>ED-P6</b>  <i>Encourage sustainable and appropriate land use planning practices that seek to manage development and use of the region’s natural resources.</i></p> <p><b>ED-P7</b>  <i>Prevent the loss of future rural production (including agriculture, mineral extraction, forestry).</i></p> <p><b>ED-P8</b>  <i>Manage the region’s natural economic resources to sustainably and efficiently meet the needs of existing and future communities.</i></p>	<p><b>ED-A6</b>  <i>Apply a regionally consistent GIS spatial methodology and mapping of productive agricultural land.</i></p> <p><b>ED-A7</b>  <i>Protect the long-term operation of rural industries and support an expanded agricultural sector.</i></p> <p><b>ED-A8</b>  <i>Recognise the roll-out of irrigation schemes and ensure that these agricultural lands and future irrigation areas are appropriately zoned for primary production and protected from incompatible uses.</i></p> <p><b>ED-A9</b>  <i>Limit the encroachment of ‘Rural Residential’ styles of development onto existing and potential agricultural lands.</i></p> <p><b>ED-A10</b>  <i>In conjunction with State agencies, identify and protect regionally significant extractive industry resources.</i></p> <p><b>ED-A11</b>  <i>Identify natural economic resource areas and protect from further fragmentation and inappropriate land use.</i></p> <p><b>ED-A12</b>  <i>Identify and protect extractive and mineral resources for potential future extraction (including providing appropriate transport corridors and buffers) and protect these, ensuring that planning preserves the opportunity for discovery and development of new resources in appropriate areas.</i></p> <p><b>ED-A13</b>  <i>Manage, enhance and protect marine, estuarine and freshwater habitats, from development that would adversely impact upon sustainable fish stock levels, or fisheries production.</i></p>

## Comment:

The proposed amendment will assist in facilitating a use that supports, services and maintains existing and future rural production and with the Storage use on the subject

sites, the prevention of the loss of rural production can be assured, as the use is a vital service to harvesting of crops in the Northern Midlands rural community.

The proposal assists in reinforcing the role of managing the region's natural resources. The land is located adjacent to Rural Residential styles of development which must not limit or constrain existing and potential agricultural lands. The amendment will protect the operation of rural industries and support an expanded agricultural sector. If this amendment is not approved, the business will cease to operate in its maximum capacity, resulting in lost harvesting capacity of crops and will not enhance but rather cause loss of future rural production.

In accordance with G2.2.1 primary industry activities (such as the proposed use providing harvesting and contracting services) is to be protected from inappropriate development, particularly from urban development including large lot, low and very low density rural and environmental living development, which is directed to Rural Residential Areas. The proposed use being associated with primary industry activities in the rural community shall be protected due to the zoning and strategies from constraints caused by existing and future residential uses in the vicinity. G2.2.4 recognises the conserve and manage rural areas to enhance their contribution of the regional economy and rural industries.

The proposed amendment is therefore consistent with the relevant policies and actions.

#### **4.11 Strategic Plan 2017-2027**

Section 20(1)(d) requires that the amendment must have regard to the strategic plan of the Council. The relevant strategic plan is the *Northern Midlands Strategic Plan 2017-2027*. The plans' purpose is to guide Council in improving the municipality, resulting in the Northern Midlands being an enviable place to live, work and play.

Relevant sections of the Strategic Plan have been examined below, along with a response demonstrating how the draft amendment is consistent with the strategy.



Figure 5 – Extract from Page 4 of the Strategic Plan

**Response:**

The amendment will allow for an existing business to have an established base to provide support and services to the rural community. This will contribute to the regions' capacity to grow and provide services, resulting in more enviable towns across the region. The impact on residential amenity will be negligible, because the development is within a Rural Resource zone, where a variety of uses are able to operate to support and provide primary industry uses, where residential uses must not constrain the operation of such to occur.



Figure 6 – Extract from Page 4 of the Strategic Plan

**Response:**

The amendment will further the intent and purpose of the existing Rural Resource zone purpose, by allowing a base for an existing agricultural business to be located that can provide support and services to the wider rural community. The amendment will provide for the business to continue to operate, subsequently having the potential to produce wealth producing business and industry. The sites will have more flexibility to be developed now by allowing an additional use which is currently prohibited but allowable as a discretionary use in the State Planning Provisions of the Tasmanian Planning Scheme. If the use was to wait until the implementation of the Tasmanian Planning Scheme for the Northern Midlands Council, a number of harvesting season(s) will not be able to be supported with the required machinery and services to be undertaken, meaning a loss of produce and employment in the meantime.

**4.12 Summary of Amendment**

The proposed amendment satisfies the requirements of Section 32 of LUPAA by:



- Seeking to further the objectives set out in Schedule 1 of the Act; and
- Being prepared in accordance with State Policies; and
- By making provision for the use, development, protection or conservation of land; and
- By having regard to the safety requirements set out in the standards prescribed under the *Gas Pipelines Act 2000*; and
- By avoiding the potential for land use conflicts with use and development permissible under the planning scheme applying to the adjacent areas; and
- By having regard to the impact that the use and development permissible under the amendment will have on the use and development of the region as an entity in environmental, economic and social terms.

The amendment does not affect any matters identified by Section 20(2), (3), (4), (5), (6), (7), (8) and (9) of the Act.

## **5. The Development**

### **5.1 Section 43A of LUPAA**

Section 43C of the former provisions of LUPAA dictates the Council assessment process in determining a combined application for a scheme amendment and development. The development is to undertake an extension to an existing shed on 26 Wilmores Lane, with car parking and access. This part of the site will be the primary area for the operation of the use with servicing and repairs of stored equipment and machinery including employee movements to this area. Additional storage in the form of container domes is proposed for 86 Burghley Street where this will be utilised for the longer-term storage of machinery and equipment. The day-to-day operations vehicle movements and mechanical repairs and servicing will not be undertaken on this title.

## **26 Rural Resource Zone**

### **26.1 Zone Purpose**

**26.1.1.1 To provide for sustainable use or development of resources for agriculture, aquaculture, forestry, mining and other primary industries, including opportunities for resource processing.**

**26.1.1.2 To provide for other use or development that does not constrain or conflict with resource development uses.**

**26.1.1.3 To provide for economic development that is compatible with primary industry, environmental and landscape values.**

**26.1.1.4 To provide for tourism-related use and development where the sustainable development of rural resources will not be compromised.**

#### *Proposal Response*

The proposal clearly meets the zone purpose statements, as it provides for a complementary use which does not constrain or conflict with resource development uses. The owners presently use the land for intensive grazing and hay production in relation to their established Hampshire Down sheep stud. The proposed storage use for contractors yard will utilise part of the site not used for the Hampshire Down sheep stud for another business owned and operated by the property owners, McConnon Agricultural Contracting, a harvesting and contracting business providing support and harvesting services to the

Northern Midlands rural community primarily in peak harvest season, with machinery and contract harvesting operators.

The use is to store the equipment and machinery associated with the business and associated servicing and repairs.

This is complied with.

## 26.2 Use Table

The proposed use best fits the use class of Storage of which is proposed to be a discretionary use within the Rural Resource Zone as a site-specific amendment of certain lots. Service Industry and Transport Depot are other use classes that may be considered appropriate, however advice from Council's planning department, consider that the best fit for the use and development and subservient and associated activities is "Storage".

## 26.3 Use Standards

### 26.3.1 Discretionary Uses if not a single dwelling

#### Objective:

- a) To provide for an appropriate mix of uses that support the Local Area Objectives and the location of discretionary uses in the rural resource zone does not unnecessarily compromise the consolidation of commercial and industrial uses to identified nodes of settlement or purpose built precincts.
- b) To protect the long term productive capacity of prime agricultural land by minimising conversion of the land to non-agricultural uses or uses not dependent on the soil as a growth medium, unless an overriding benefit to the region can be demonstrated.
- c) To minimise the conversion of non-prime land to non-primary industry use except where that land cannot be practically utilised for primary industry purposes.
- d) Uses are located such that they do not unreasonably confine or restrain the operation of primary industry uses.
- e) Uses are suitable within the context of the locality and do not create an unreasonable adverse impact on existing sensitive uses or local infrastructure.
- f) The visual impacts of use are appropriately managed to integrate with the surrounding rural landscape.

Acceptable Solution	Performance Criteria	Proposal Response
A1 If for permitted or no permit required uses.	P1.1 It must be demonstrated that the use is consistent with local area objectives for the provision of non-primary industry uses in the zone, if applicable; and P1.2 Business and professional services and general retail and hire must not exceed a combined gross floor area of 250m <sup>2</sup> over the site.	<i>P1.1 The proposal is a primary industry based operation that will be an important contributor to the rural economy once established. McConnon Agricultural Contracting, a harvesting and contracting business providing support and harvesting services to the Northern Midlands rural community primarily in peak harvest season, with</i>

		<p><i>machinery and contract harvesting operators. The proposal meets the performance criteria.</i></p> <p><i>P1.2 Not applicable.</i></p>
A2 If for permitted or no permit required uses.	<p>P2.1 Utilities, extractive industries and controlled environment agriculture located on prime agricultural land must demonstrate that the:</p> <ul style="list-style-type: none"> <li>i) Amount of land alienated/converted is minimised; and</li> <li>ii) Location is reasonably requires for operational efficiency; and</li> </ul> <p>P2.2 Uses other than utilities, extractive industries or controlled environment agriculture located on prime agricultural land, must demonstrate that the conversion of prime agricultural land to that use will result in a significant benefit to the region having regard to the economic, social and environmental costs and benefits.</p>	<p><i>P2.1 Not applicable.</i></p> <p><i>P2.2 The subject site is Class 3 and Class 4 land according to the report provided by TP Jones &amp; Co undertaken in 2018. The proposal is unlikely to impact on adjacent agricultural use. The proposed storage use for contractors' yard will utilise part of the site not used for the Hampshire Down sheep stud for another business owned and operated by the property owners, McConnon Agricultural Contracting, a harvesting and contracting business providing support and harvesting services to the Northern Midlands rural community primarily in peak harvest season, with machinery and contract harvesting operators. McConnon Agricultural Contracting employs 12 casual staff and harvest over 3000 hectares of cereals, and small seeds. The total crop value being approximately 14-16 million dollars in value. The proposal will result in significant benefit to</i></p>

		<i>the region. Further economic impacts are provided in attached statement at Appendix H to this submission. The proposal meets the performance criteria.</i>
A3 If for permitted or no permit required uses.	<p>P3 The conversion of non-prime agricultural to non-agricultural use must demonstrate that:</p> <ul style="list-style-type: none"> <li>a) The amount of land converted is minimised having regard to: <ul style="list-style-type: none"> <li>i) Existing use and development on the land; and</li> <li>ii) Surrounding use and development; and</li> <li>iii) Topographical constraints; or</li> </ul> </li> <li>b) The site is practically incapable of supporting an agricultural use or being included with other land for agricultural or other primary industry use, due to factors such as: <ul style="list-style-type: none"> <li>i) Limitations created by any existing use and/or development surrounding the site; and</li> <li>ii) Topographical features; and</li> <li>iii) Poor capability of the land for primary industry; or</li> </ul> </li> <li>c) The location of the use on the site is reasonably required for operational efficiency.</li> </ul>	<i>P3 Not applicable.</i>
A4 If for permitted or no permit required uses.	P4 It must be demonstrated that:	<i>P4 Emissions such as noise, odour and dust</i>



	<p>a) Emissions are not likely to cause an environmental nuisance; and</p> <p>b) Primary industry uses will not be unreasonably confined or restrained from conducting normal operations; and</p> <p>c) The capacity of the local road network can accommodate the traffic generated by the use.</p>	<p><i>are not likely to cause an environmental nuisance by the subject proposal. A Noise Assessment and Dust and Silica Exposure Assessment accompany this application finding that there is acceptable risk to receptors on or off the site.</i></p> <p><i>The road network can accommodate the traffic generated by the use. A new property access was provided for the original single dwelling and shed approval in 2018. A Traffic Impact Statement is contained at Appendix G to this submission. Upgrades are required to meet TSD R05-V3 includes widening at the road edge and the relocation of the gate further off the road to accommodate vehicle parking off the road to open the gate. The proposal meets the performance criteria.</i></p>
<p>A5 The use must:</p> <p>a) Be permitted or no permit required; or</p> <p>b) Be located in an existing building.</p>	<p>P5 It must be demonstrated that the visual appearance of the use is consistent with the local area having regard to:</p> <p>a) The impacts on skylines and ridgelines; and</p> <p>b) Visibility from public roads; and</p> <p>c) The visual impacts of storage of materials or equipment; and</p> <p>d) The visual impacts of vegetation clearance or retention; and</p>	<p><i>P5 The subject site is a relatively flat site and screened sufficiently from public road as well as provided with physical separation. The proposed buildings are consistent to the scale of a surrounding buildings, and storage of materials and equipment will be contained within the structures.</i></p>

e) The desired future character statements.	<i>The visual appearance of the use is consistent with the local area and the desired future character statements. The proposal meets the performance criteria.</i>
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### 26.3.2 Dwellings – not applicable.

### 26.3.3 Irrigation Districts

#### Objective

To ensure that land within irrigation districts proclaimed under Part 9 of the Water Management Act 1999 is not converted to uses that will compromise the utilisation of water resources.

Acceptable Solution	Performance Criteria	Proposal Response
A1 Non-agricultural uses are not located within an irrigation district proclaimed under Part 9 of the Water Management Act 1999.	P1 Non-agricultural uses within an irrigation district proclaimed under Part 9 of the Water Management Act 1999 must demonstrate that the current and future irrigation potential of the land is not unreasonably reduced having regard to: a) The location and amount of land to be used; and b) The operational practicalities of irrigation systems as they relate to the land; and c) Any management or conservation plans for the land.	<i>P1 The proposed storage use and development is unlikely to affect the potential future use for this land as it is situated in the corner of the property, next to the road reserve zones which would already restrict any agricultural development such as irrigation infrastructure. The proposal meets the performance criteria.</i>

### 26.4 Development Standards

#### 26.4.1 Building Location and Appearance

#### Objective

To ensure that the:

- (a) Ability to conduct extractive industries and resource development will not be constrained by conflict with sensitive uses; and
- (b) Development of buildings is unobtrusive and complements the character of the landscape.

Acceptable Solution	Performance Criteria	Proposal Response
A1 Building height must not exceed: (a) 8m for dwellings; or (b) 12m for other purposes.	P1 Building height must: (a) Be unobtrusive and complement the character of the surrounding landscape; and	<i>A1 The proposed building of the container domes is maximum height 7.4 metres to the highest</i>

	(b) Protect the amenity of adjoining uses from adverse impacts as a result of the proposal.	<i>point of the curve. The shed extension is a height of 6.019m to ridge line to match the existing.</i>
A2.1 Buildings must be set back a minimum of: (a) 50m where a non sensitive use or extension to existing sensitive use building is proposed; or (b) 200m where a sensitive use is proposed; or (c) The same as existing for replacement of an existing dwelling.	P2 Buildings must be setback so that the use is not likely to constrain adjoining primary industry operations having regard to: a) The topography of the land; and b) Buffers created by natural or other features; and c) The location of development on adjoining lots; and d) The nature of existing and potential adjoining uses; and e) The ability to accommodate a lesser setback to the road having regard to: i) The design of the development and landscaping; and ii) The potential for future upgrading of the road; and iii) Potential traffic safety hazards; and iv) Appropriate noise attenuation.	<i>P2 The location of the shed extension proposed on the north easterly aspect of the lot at 26 Wilmores Lane and the containers domes on the north easterly aspect of the lot at 86 Burghley Street is to continue to provide the maximum land possible for the rural enterprises on the site and in the case of the shed extension be located adjacent to the existing shed. The location of the buildings apart from each other is to assist in vehicle accessibility and away from natural hazards i.e. flooding.</i>  <i>The outbuildings are to be at least 10m to boundaries. The subject sites immediately adjoins a road or unmade road reserves on two sides. To the east of the unmade portion of Burghley Street are three smaller lots with two existing dwellings and sheds and one under construction. It</i>

is additionally provided that the location of the outbuildings is to provide as much rural resource land possible given the existing canal traversing the subject site and the flood overlay. The reduced setback to the north is not likely to impact on the adjoining agricultural use, given the buffer, the land capability, the proposed setback. The setbacks to the east are separated from other titles by the road reserves. A noise assessment and dust and silica exposure assessment are provided together with this submission to demonstrate that the use and development will not impact unreasonably on the nearby residential uses, noting that they are on Rural Resource zoned land and protecting agricultural uses from operating is the intent of the zone. The findings of the assessment were that the risk assessment of a worse case scenario found absolutely no risk to health or the environment from day to day activity on the site, at worst, activity on the site would be



*considered normal background activity. No management measures were recommended and the site was concluded to be suitable for its intended use.*

*The proposal meets the performance criteria.*

**26.4.2 Subdivision** – not applicable, the proposal does not include subdivision.

### Other Planning Considerations

**E1 Bushfire Code** – Not applicable at planning application stage.

**E2 Potentially Contaminated Land Code** – Not applicable, the subject site is not potentially contaminated land.

**E3 Landslip Code** – Not applicable. The subject site is not located within any proclaimed landslip zones, nor any overlay subject to the Planning Scheme.

**E4 Road and Railway Assets Code** – Applicable.

**E4.6.1 Use and road or rail infrastructure**

#### Objective

**To ensure that the safety and efficiency of road and rail infrastructure is not reduced by the creation of new accesses and junctions or increased use of existing accesses and junctions.**

Acceptable Solution	Performance Criteria	Proposal Response
A1 Sensitive use on or within 50m of a category 1 or 2 road, in an area subject to a speed limit of more than 60km/h, a railway or future road or railway, must not result in an increase to the annual average daily traffic (AADT) movements to or from the site by more than 10%.	P1 Sensitive use on or within 50m of a category 1 or 2 road, in an area subject to a speed limit of more than 60km/h, a railway or future road or railway must demonstrate that the safe and efficient operation of the infrastructure will not be detrimentally affected.	A1 <i>Not applicable as the proposed use is not on or within 50 metres of a Category 1 or 2 road.</i>
A2 For roads with a speed limit of 60km/h or less the use must not generate more than a total of 40 vehicle entry and exit movements per day.	P2 For roads with a speed limit of 60km/h or less, the level of use, number, location, layout and design of accesses and junctions must maintain an acceptable level of safety for all road users, including	A2 <i>Not applicable.</i>

	pedestrians and cyclists.	
A3 For roads with a speed limit of more than 60km/h the use must not increase the annual average daily traffic (AADT) movements at the existing access or junction by more than 10%.	<p>P3 For limited access roads and roads with a speed limit of more than 60km/h:</p> <ul style="list-style-type: none"> <li>a) Access to a category 1 road or limited access road must only be via an existing access or junction or the use or development must provide a significant social and economic benefit to the State or region; and</li> <li>b) Any increase in use of an existing access or junction or development of a new access or junction to a limited access road or a category 1, 2 or 3 road must be for a use that is dependent on the site for its unique locational attributes and an alternate site or access to a category 4 or 5 road is not practicable; and</li> <li>c) An access or junction which is increased in use or is a new access or junction must be designed and located to maintain an adequate level of safety and efficiency for all road users.</li> </ul>	<p>P3 A new property access was provided for the original single dwelling and shed approval in 2018. A Traffic Impact Statement is contained at Appendix G to this submission. Upgrades are required to meet TSD R05-V3 includes widening at the road edge and the relocation of the gate further off the road to accommodate vehicle parking off the road to open the gate. The proposal is considered to meet the performance criteria.</p>

#### E4.7 Development Standards

**E4.7.1 Development on and adjacent to Existing and Future Arterial Roads and Railways –** not applicable, no new roads will be created.

#### 4.7.2 Management of Road Accesses and Junctions

##### Objective

To ensure that the safety and efficiency of roads is not reduced by the creation of new accesses and junctions or increased use of existing accesses and junctions.

Acceptable Solution	Performance Criteria	Proposal Response
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<p>A1 For roads with a speed limit or 60km/h or less the development must include only one access providing both entry and exit, or two accesses providing separate entry and exit.</p>	<p>P1 For roads with a speed limit or 60km/h or less, the number, location, layout and design of accesses and junctions must maintain an acceptable level of safety for all road users, including pedestrians and cyclists.</p>	<p><i>Not applicable.</i></p>
<p>A2 For roads with a speed limit of more than 60km/h the development must not include a new access or junction.</p>	<p>P2 For limited access roads and roads with a speed limit of more than 60km/h:</p> <ul style="list-style-type: none"> <li>a) Access to a category 1 road or limited access road must only be via an existing access or junction or the development must provide a significant social and economic benefit to the State or region; and</li> <li>b) Any increase in use of an existing access or junction or development of a new access or junction to a limited access road or a category 1, 2 or 3 road must be dependent on the site for its unique resources, characteristics or locational attributes and an alternate site or access to a category 4 or 5 road is not practicable; and</li> <li>c) An access or junction which is increased in use or is a new access or junction must be designed and located to maintain an adequate level of safety and efficiency for all road users.</li> </ul>	<p><i>P2 The existing access will be upgraded to maintain an adequate level of safety and efficiency for all road users and in accordance with Council's standards. A Traffic Impact Statement is contained at Appendix G to this submission.</i></p> <p><i>The proposal is considered to meet the performance criteria.</i></p>

**E4.7.3 Management of Rail Level Crossings** – Not applicable.

**E4.7.4 Sight Distance at Accesses, Junctions and Level Crossings**

**Objective**

**To ensure that use and development involving or adjacent to accesses, junctions and level crossings allows sufficient sight distance between vehicles and between vehicles and trains to enable safe movement of traffic.**

Acceptable Solution	Performance Criteria	Proposal Response
<p>A1 Sight distances at:</p> <p>(a) An access or junction must comply with the Safe Intersection Sight Distance shown in Table E4.6.4; and</p> <p>(b) Rail level crossings must comply with <i>AS1742.7 Manual of uniform traffic control devices – Railway crossings</i>, Standards Association of Australia; or</p> <p>(c) If the access is a temporary access, the written consent of the relevant authority has been obtained.</p>	<p>P1 The design, layout and location of an access, junction or rail level crossing must provide adequate sight distances to ensure the safe movement of vehicles.</p>	<p>A1 <i>The SISD exceeds the distance shown in Table E4.6.4 of at least 240 metres in easterly direction and more than 750m in westerly direction.</i></p>

**E5 Flood Prone Areas Code** – Not applicable, the proposed development is located wholly outside the flood risk area mapped on the planning scheme maps.

**E6 Car Parking and Sustainable Transport Code**

**Table E6.1: Parking Space Requirements**

Use	Parking Requirement		
	Vehicle	Bicycle	Required
Storage	1 space per 200m <sup>2</sup> of the site or 1 space per 2 employees; whichever is greater	No requirement	The sites (excluding crown land) have a total area of 21.853 ha – requiring in excess of 1000 parking spaces.

**Proposal Response**

The proposal provides for a minimum of 6 spaces for light vehicles, large gravelled areas, buildings and overflow grassed area for overflow machinery storage.



**E6.6 Use Standards****E6.6.1 Car Parking Numbers****Objective****To ensure that an appropriate level of car parking is provided to service use.**

Acceptable Solutions	Performance Criteria	Proposal Response
<p>A1 The number of car parking spaces must not be less than the requirements of:</p> <ul style="list-style-type: none"> <li>a) Table E6.1; or</li> <li>b) A parking precinct plan contained in Table E6.6: Precinct Parking Plans (except for dwellings in the General Residential Zone).</li> </ul>	<p>P1 The number of car parking spaces provided must have regard to:</p> <ul style="list-style-type: none"> <li>a) The provisions of any relevant location specific car parking plan; and</li> <li>b) The availability of public car parking spaces within reasonable walking distance; and</li> <li>c) Any reduction in demand due to sharing of spaces by multiple uses either because of variations in peak demand or by efficiencies gained by consolidation; and</li> <li>d) The availability and frequency of public transport within reasonable walking distance of the site; and</li> <li>e) Site constraints such as existing buildings, slope, drainage, vegetation and landscaping; and</li> <li>f) The availability, accessibility and safety of on-road parking, having regard to the nature of the roads, traffic management and other uses in the</li> </ul>	<p><i>P1 The proposed use is a seasonal based operation, which the majority of the business operating off site on other farms. Vehicle, equipment and machinery storage will occur when the harvesting equipment is not in use, and will include repairs and maintenance. 6 light vehicle parking spaces are to be provided on 26 Wilmores Lane. Based on the nature of the site and the layout proposed, there is not expected to be any significant issues which could affect parking capacity on the site, or ability the layout with generally flat grades and easily accessed turning space for large vehicle on the hardstand parking areas. Agricultural harvesting equipment is also designed to be parked and stored on grassed areas. Based on the low number of vehicle movements, the number of car parking spaces meets the requirements of the use. The proposal is considered to meet the performance criteria.</i></p>

vicinity; and

- g) An empirical assessment of the car parking demand; and
- h) The effect on streetscape, amenity and vehicle, pedestrian and cycle safety and convenience; and
- i) The recommendations of a traffic impact assessment prepared for the proposal; and
- j) Any heritage values of the site; and
- k) For residential buildings and multiple dwellings, whether parking is adequate to meet the needs of the residents having regard to:
  - i) The size of the dwelling and the number of bedrooms; and
  - ii) The pattern of parking in the locality; and
  - iii) Any existing structure on the land.

#### **E6.7 Development Standards**

##### **E6.7.1 Construction of Car Parking Spaces and Access Strips**

<b>Objective</b> <b>To ensure that car parking spaces and access strips are constructed to an appropriate standard.</b>		
<b>Acceptable Solutions</b>	<b>Performance Criteria</b>	<b>Proposal Response</b>
<p>A1 All car parking, access strips manoeuvring and circulation spaces must be:</p> <ul style="list-style-type: none"> <li>a) Formed to an adequate level and drained; and</li> <li>b) Except for a single dwelling, provided with an impervious all weather seal; and</li> <li>c) Except for a single dwelling, line marked or provided with other clear physical means to delineate car spaces.</li> </ul>	<p>P1 All car parking, access strips manoeuvring and circulation spaces must be readily identifiable and constructed to ensure that they are useable in all weather conditions.</p>	<p><i>P1 All car parking, access strips, manoeuvring and circulation spaces are identifiable for the 6 light vehicle spaces and will be constructed to ensure that they are useable in all weather conditions. Agricultural harvesting equipment is also designed to be parked and stored on grassed areas and this would seem reasonable for overflow longer term parking. The proposal is considered to meet the performance criteria.</i></p>

#### E6.7.2 Design and Layout of Parking Areas

<b>Objective</b> <b>To ensure that parking areas are designed and laid out to an appropriate standard.</b>		
<b>Acceptable Solutions</b>	<b>Performance Criteria</b>	<b>Proposal Response</b>
<p>A1.1 Where providing for 4 or more spaces, parking areas (other than for parking located in garages and carports for dwellings in the General Residential Zone) must be located behind the building line; and</p> <p>A1.2 Within the general residential zone, provision for turning must not be located within the front setback for residential buildings or multiple dwellings.</p>	<p>P1 The location of car parking and manoeuvring spaces must not be detrimental to the streetscape or the amenity of the surrounding areas, having regard to:</p> <ul style="list-style-type: none"> <li>a) The layout of the site and the location of existing buildings; and</li> <li>b) Views into the site from the road and adjoining public spaces; and</li> <li>c) The ability to access the site and the rear of buildings; and</li> </ul>	<p><i>A1 The car parking is proposed behind the building line.</i></p>

	<ul style="list-style-type: none"> <li>d) The layout of car parking in the vicinity; and</li> <li>e) The level of landscaping proposed for the car parking.</li> </ul>	
<p>A2.1 Car parking and manoeuvring space must:</p> <ul style="list-style-type: none"> <li>a) Have a gradient of 10% of less; and</li> <li>b) Where providing for more than 4 cars, provide for vehicles to enter and exit the site in a forward direction; and</li> <li>c) Have a width of vehicular access no less than prescribed in Table E6.2; and</li> <li>d) Have a combined width of access and manoeuvring space adjacent to parking spaces not less than as prescribed in Table E6.3 where any of the following apply: <ul style="list-style-type: none"> <li>i) There are three or more car parking spaces; and</li> <li>ii) Where parking is more than 30m driving distance from the road; or</li> <li>iii) Where the sole vehicle access is to a category 1,2,3 or 4 road; and</li> </ul> </li> </ul> <p>A2.2 The layout of car spaces and access ways must be designed in accordance with <i>Australian Standards AS 2890.1 – 2004</i></p>	<p>P2 Car parking and manoeuvring space must:</p> <ul style="list-style-type: none"> <li>a) Be convenient, safe and efficient to use having regard to matters such as slope, dimensions, layout and the expected number and type of vehicles; and</li> <li>b) Provide adequate space to turn within the site unless reversing from the site would not adversely affect the safety and convenience of users and passing traffic.</li> </ul>	<p><i>P2 The site is relatively flat with a gradient of less than 10%. The site allows for vehicles to enter and exit the site only in a forward direction with the width of vehicular access no less than prescribed in Table E6.2 and E6.3, except for passing bays, where due to the topography and sight lines only one formal gravelled passing bay is proposed.</i></p> <p><i>The proposal is considered to meet the performance criteria.</i></p>



*Parking Facilities, Part 1: Off Road Car Parking.*

#### E6.7.3 Parking for Persons with a Disability

##### Objective

**To ensure adequate parking for persons with a disability.**

Acceptable Solutions	Performance Criteria	Proposal Response
A1 All spaces designated for use by persons with a disability must be located closest to the main entry point to the building.	P1 No performance criteria.	A1 Not applicable.
A2 One of every 20 parking spaces or part thereof must be constructed and designated for use by persons with disabilities in accordance with <i>Australian Standards AS/NZ 2890.6 2009</i> .	P2 No performance criteria.	A2 Not applicable.

#### E6.7.4 Loading and Unloading of Vehicles, Drop-off and Pickup

##### Objective

**To ensure adequate access for people and goods delivery and collection and to prevent loss of amenity and adverse impacts on traffic flows.**

Acceptable Solutions	Performance Criteria	Proposal Response
A1 For retail, commercial, industrial, service industry or warehouse or storage uses: a) At least one loading bay must be provided in accordance with Table E6.4; and b) Loading and bus bays and access strips must be designed in accordance with Australian Standard AS/NZS 2890.3 2002 for the type of vehicles that will use that site.	P1 For retail, commercial, industrial, service industry or warehouse or storage uses, adequate space must be provided for loading and unloading the type of vehicles associated with delivering and collecting people and goods where these are expected on a regular basis.	A1 Not applicable.

#### E6.8 Provisions for Sustainable Transport

**E6.8.1 Bicycle End of Trip Facilities** – not used in this planning scheme.

#### E6.8.2 Bicycle Parking Access, Safety and Security

##### Objective

**To ensure that parking and storage facilities for bicycles are safe, secure and convenient.**

Acceptable Solutions	Performance Criteria	Proposal Response
A1.1 Bicycle parking spaces for customers and visitors must: a) Be accessible from a road,	P1 Bicycle parking spaces must be safe, secure, convenient and located	A1 Not applicable, no requirement for storage use.

<p>footpath or cycle track; and</p> <p>b) Include a rail or hoop to lock a bicycle to that meets <i>Australian Standard AS 2890.3 1993</i>; and</p> <p>c) Be located within 50m of and visible or signposted from the entrance to the activity they serve; and</p> <p>d) Be available and adequately lit in accordance with Australian Standard <i>AS/NZS 1158 2005 Lighting Category C2</i> during the times they will be used; and</p>	<p>where they will encourage use.</p>
<p>A1.2 Parking for residents' and employees' bicycles must be under cover and capable of being secured by lock or bicycle lock.</p>	
<p>A2 Bicycle parking spaces must have:</p> <p>a) Minimum dimensions of:</p> <p>i) 1.7m in length; and</p> <p>ii) 1.2m in height; and</p> <p>iii) 0.7m in width at the handlebars; and</p> <p>b) Unobstructed access with a width of at least 2m and a gradient of no more 5% from a public area where cycling is allowed.</p>	<p>P2 Bicycle parking spaces and access must be of dimensions that provide for their convenient, safe and efficient use</p> <p><i>A2 Not applicable.</i></p>

### E6.8.3 Pedestrian Walkways

#### Objective

To ensure pedestrian safety is considered in development.

Acceptable Solutions	Performance Criteria	Proposal Response
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A1 Pedestrian access must be provided in accordance with Table E6.5.	P1 Safe pedestrian access must be provided within car park and between entrances to buildings and the road.	<i>P1 Pedestrian access throughout the development as appropriate is available given the size and topography of the site. The proposal is considered to meet the performance criteria.</i>
--	---	--

**E7 Scenic Management Code** – Not applicable.

**E8 Biodiversity Code** – Not applicable, no removal of native vegetation is proposed.

**E9.0 Water Quality Code** – Not applicable, the proposed development is located at least 50 metres from Back Creek. The property is traversed by a drainage canal which is not considered to be a watercourse by definition by rather a drainage line.

**E10 Recreation and Open Space Code** – Not applicable, the proposal is not for a subdivision.

**E11 Environmental Impacts and Attenuation Code** - Not applicable, the proposed use is considered to be a non-sensitive use and is also located at least 200 metres from the brickworks site on Cressy Road.

**E12 Airports Impact Management Code** – Not applicable.

**E13 Local Historic Heritage Code** – Not applicable.

**E14 Coastal Code** – Not applicable.

**E15 Signs Code** – Not applicable, no signage proposed.

## 5.2 State Policies

### *State Policy on Water Quality Management 1997*

The *State Policy on Water Quality Management 1997* came into operation on 27 September 1997. This policy applies to all surface water, including coastal waters, and groundwater's, other than privately owned waters that are not accessible to the public and are not connected to, or flow directly into, waters that are accessible to the public, or, water in any tank, pipe or cistern.

Clause 31.5 of the Policy requires that a use or development be consistent with the physical capacity of the land so that the potential for erosion and subsequent water quality degradation is minimised.

The nature of future use and development combined with the capacity of the Planning Authority to impose appropriate conditions in any subsequent planning approvals provides the opportunity for the relevant requirements of the Policy to be met.

On the above basis, it is considered that the proposed amendment complies with the provisions of the *State Policy on Water Quality Management 1997*.

### *State Policy on the Protection of Agricultural Land 2009*

The *State Policy on the Protection of Agricultural Land 2009* came into operation on 3 September 2009. The Policy applies to all agricultural land in Tasmania.

The Agricultural Land Policy defines 'Agricultural land' as:

*Means all land that is in agricultural use or has the potential for agricultural use, that has not need zoned or developed for another use or would not be unduly restricted for agricultural use by its size, shape and proximity to adjoining non-agricultural uses.*

The subject site is Class 3 and Class 4 land according to the report provided by TP Jones & Co undertaken in 2018. The proposal is unlikely to impact on adjacent agricultural use. As such, the proposal does not conflict with the objectives of this Policy as the proposal is for a use servicing the rural community for harvesting and contracting purposes.

#### *State Coastal Policy 1996*

The *State Coastal Policy 1996* came into operation on 10 October 1996. This policy applies to the coastal zone, which includes all State waters and land within 1km from the High-Water Mark.

The site is not located within 1km of the coast and the State Coastal Policy therefore does not apply to the land.

#### *National Environment Protection Measures*

In accordance with Section 12A of the *State Policies and Projects Act 1993*, a national environment protection measure is taken to be a State Policy. The following therefore require consideration:

- Ambient air quality 2002
- Diesel vehicle emissions 2001
- Assessment of site contamination 1999
- Used packaging materials 1999
- Movement of controlled waste between States and Territories 1998
- National pollutant inventory 2000

The site has no land use history that indicates contamination. It is considered that the NEPMs will have no impact on the proposed amendment.

### **5.3 Summary of Development**

The proposed development fulfils the requirements of Section 43C of LUPAA by:

- Seeking to further the objectives set out in Schedule 1 of the Act; and
- Taking into consideration the prescribed matters, being the *Northern Midlands Interim Planning Scheme 2013*, as are relevant to the subject application.

## 6. Conclusion

This application satisfies the requirements of both Section 33 and Section 43A of LUPAA. This submission demonstrates that the proposal is consistent with Council's strategic objectives for this area as articulated in the Northern Tasmania Regional Land Use Strategy.

The proposal is consistent with the objectives of Schedule 1 of LUPAA and serves to uphold the values and objectives of the *Northern Midlands Interim Planning Scheme 2013*.

The draft amendment seeks to allow the use class of 'Storage, if for Contractors Yard' as a discretionary use, within the Rural Resource Zone, on specific lots. These provisions remain in force until such time as a Local Provision Schedule is declared for a local government area. Northern Midlands Council are yet to transition over to the Tasmanian Planning Scheme. It is understood that the subject lands are to be zoned Agriculture under the Tasmanian Planning Scheme.

The application also seeks to use and develop the subject lands for a Contractors Yard, including the extension to an existing shed at 26 Wilmores Lane, and development of container domes at 86 Burghley Street, Longford.



**Appendix A: Land Owners Consent**

TASMANIAN PLANNING COMMISSION

## Form No. 1

## Owners' consent

Requests for amendments of a planning scheme or Local Provisions Schedule and applications for combined permits require owners' consent. This form must be completed if the person making the request is not the owner, or the sole owner.

The person making the request must clearly demonstrate that all owners have consented.

Please read the notes below to assist with filling in this form.

### 1. Request made by:

Name(s):

Rebecca Green & Associates Pty Ltd

Email address:

admin@rgassociates.com.au

Contact number:

### 2. Site address:

Address:

26 Wilmores Lane, Longford and 86 Burghley Street, Longford with access over crown land reserved road

Property identifier (folio of the Register for all lots, PIDs, or affected lot numbers on a strata plan):

CT54261/7 (PID 3501855) & CT54260/6 (PID 7875547) & CT137103/3

## 3. Consent of registered land owner(s):

**Every owner, joint or part owner** of the land to which the application relates must sign this form (or a separate letter signed by each owner is to be attached).

Consent to this request for a draft amendment/and combined permit application is given by:

Registered owner:

Property identifier (folio of the Register for all lots, PIDs, or affected lot numbers on a strata plan):

Position  
(if applicable):

Signature:

Date:

Registered owner  
(please print):

Property identifier (folio of the Register for all lots, PIDs, or affected lot numbers on a strata plan):

Position  
(if applicable):

Signature:

Date:

Registered owner  
(please print):

Property identifier (folio of the Register for all lots, PIDs, or affected lot numbers on a strata plan):

Position  
(if applicable):

Signature:

Date:

**NOTES:****a. When is owners' consent required?**

Owners' consent is required for:

- amendments to a planning scheme under former section 33(1)/a Local Provisions Schedule (LPS) owners' consent under section 37 of the *Land Use Planning and Approvals Act 1993*; and or
- combined permits under former section 43A or section 40T of the Act.

Owners' consent must be provided before the planning authority determines to initiate, certify or prepare the amendment.

**b. Who can sign as owner?**

Where an owner is a natural person they must generally sign the owner's consent form personally.

Where an owner is not a natural person then the signatory must be a person with legal authority to sign, for example company director or company secretary.

If the person is acting on behalf of the owner under a legal authority, then they must identify their position, for example trustee or under a power of attorney. Documentary evidence of that authority must also be given, such as a full copy of the relevant Trust Deed, Power of Attorney, Grant of Probate; Grant of Letters of Administration; Delegation etc.

Please attach additional pages or separate written authority as required.

**c. Strata title lots**

Permission must be provided for any affected lot owner and for common property for land under a strata title under the *Strata Titles Act 1998*. For common property, permission can be provided in one of the following ways:

- i. a letter affixed with the body corporate's common seal, witnessed by at least two members of the body corporate (unless there is only one member, in which case the seal must be witnessed by that member) and which cites the date on which the body corporate or its committee of management met and resolved to give its consent to the application; or,
- ii. the consent of each owner of each lot on the strata plan.

**d. Companies**

If the land is owned by a company then consent must be signed in accordance with the *Corporations Act 2001* (Cwth) as follows:

- i. one company director and company secretary; or
- ii. two company directors; or
- iii. if a sole director/sole shareholder who is also the sole secretary, the sole director; or,
- iv. a company with a common seal may execute a document if the seal is fixed to the document and witnessed by two directors; or one director and a company secretary, or for a proprietary company that has a sole director who is also the sole company secretary, that director.

The ABN or ACN, the names and positions of those signing the consent, and a current ASIC company extract ([www.asic.gov.au](http://www.asic.gov.au)) must be provided.

**e. Associations**

If the land is owned by an incorporated association then the document must be signed in accordance with the rules of the association by, for example being:

- i. sealed and witnessed in accordance with the association's rules; or,
- ii. signed by a person authorised in accordance with the association's rules.

The ABN, the names and positions of those signing the consent, and copy of the association's rules must be provided.

**f. Council or the Crown**

If the land is owned by a council or the Crown then consent must be signed by a person authorised by the relevant council or, for Crown land, by the Minister responsible for the Crown land, or a duly authorised delegate.

The name and positions of those signing must be provided.

Effective Date: 1 October 2020

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<sup>1</sup> References to the former provisions of the *Land Use Planning and Approvals Act 1993* (the Act) are references to the provisions of the Act as defined in Schedule 6 – Savings and transitional provisions of the *Land Use Planning and Approvals Amendment (Tasmanian Planning Scheme Act) 2015*. The former provisions apply to an interim planning scheme that was in force prior to the commencement day of the *Land Use Planning and Approvals Amendment (Tasmanian Planning Scheme Act) 2015*. The commencement day was 17 December 2015.

**Appendix B: Licence Agreement Ref: 256669**





## Licence

[DPIPWE Ref: 256669]

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Date 16 August 2019

**The Honourable Guy Barnett MP**

(being and in his capacity as the Minister administering the *Crown Lands Act* 1976 (Tas))  
(Licensor)

and

**MN & NK McConnon**

(Licensee)

and

**The person or entity (if any) named in Item 1**  
(Guarantor)

THE CROWN SOLICITOR OF TASMANIA  
Executive Building  
15 Murray Street Hobart Tasmania 7000  
GPO Box 825 Hobart Tasmania 7001  
Telephone: (03) 6165 3650  
Facsimile: (03) 6173 0265  
File Ref: 013302-19 SJL  
Doc Ref: sandr450.docx

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# Licence

## Details and recitals

**Date:** 16 AUGUST 2019

### Parties:

Name	<b>The Honourable Guy Barnett MP</b> (being and in his capacity as the Minister administering the <i>Crown Lands Act 1976</i> (Tas))
Short form name	<b>Licensor</b>
Notice details	C/- Department of Primary Industries, Parks, Water and Environment, GPO Box 44, Hobart, Tasmania 7001 Telephone: (03) 6169 9015 Email: propertyservices@parks.tas.gov.au Attention: Secretary, Department of Primary Industries, Parks, Water and Environment
Name	<b>Martin Neville McConnon and Nerinda Kathleen McConnon</b>
ACN/ARBN/ABN	
Short form name	<b>Licensee</b>
Notice details	1A Wilson Street, Cressy, Tasmania 7302 Telephone: 0405 600 702 Email: martymcconnon@hotmail.com Attention: Not applicable
Name	<b>The person or entity (if any) named in Item 1</b>
Short form name	<b>Guarantor</b>
Notice details	Refer Item 1

### Recitals:

- A. Pursuant to the provisions of the Act, the Licensor as Minister may licence Crown land to any person on such terms as the Licensor thinks fit.
- B. The Licensor acting under the powers conferred by the Act (and in particular the Section of the Act) has agreed to grant the Licensee a licence of the Licensed Area in accordance with this Licence and the Act.
- C. The Licensee has agreed to accept a licence of the Licensed Area in accordance with this Licence and the Act.



## Information Table

<b>Item 1 Page 1: Guarantor's details</b>	
Name: ACN/ARBN/ABN: Notice details:	Not Applicable.
<b>Item 2 (clause 1.1): Licensed Area</b>	
All that area of Crown land situated off Wilmores Lane, Cressy, Tasmania identified by Property Identification Number 9749943 being approximately 7,700m <sup>2</sup> shown outlined in red on the Plan.	
<b>Item 3 (clause 1.1): Improvements</b>	
Nil.	
<b>Item 4 (clause 1.1): Commencement Date</b>	
1 July, 2019.	
<b>Item 5 (clause 1.1): Expiry Date</b>	
30 June, 2069.	
<b>Item 6 (clause 1.1): Term</b>	
The period of fifty (50) years.	
<b>Item 7 (clause 3): Licence Fee</b>	
\$100.00.	
<b>Item 8 (clause 3.1): Fixed Licence Fee</b>	
Applicable.	
<b>Item 9 (clause 3.2): Adjustment of Licence Fee</b>	
Not Applicable.	
<b>Item 10 (clause 1.1): Insured Amount</b>	
\$20,000,000.00.	

**Item 11 (clause 1.1): Interest Rate**

The rate prescribed by the *Crown Lands Regulations 2011* (Tas) for the purposes of section 36(a)(ii) of the Act.

**Item 12 (clause 1.1): Section of Act**

Section 42(5).

**Item 13 (clause 1.1): Permitted Use – 50 Year Access and road maintenance**

The Licensee may use the Licensed Area to:

- (a) construct an access, if not already constructed;
- (b) maintain the access in accordance with the Special terms and conditions; and
- (c) gain access to, and egress from,

the land known as Lot 7 Wilmores Lane, Longford, Tasmania comprised in folio of the Register Volume 54261 Folio 7.

**Item 14 (clause 14): Special terms and conditions – 50 Year Access and road maintenance**

The following Special terms and conditions apply to this Licence:

(a) **(Licence will terminate):**

In addition to the Licensor's rights to terminate this Licence in accordance with clause 8.1, this Licence will terminate without prior notice when:

- (a) the municipal Council accepts the Licensed Area as a public road; or
- (b) the Licensee ceases to be the owner of the land known as Lot 7 Wilmores Lane, Longford, Tasmania comprised in folio of the Register Volume 54261 Folio 7.

(b) **(Licensee to maintain Licensed Area):**

The Licensee must carry out Maintenance Works during the Term as required to maintain the Licensed Area, and any constructed access, to a standard necessary to carry out the Permitted Use.

'Maintenance Works' includes all or any of:

- (a) removing living or dead native vegetation;
- (b) eradicating noxious, or other weed;
- (c) controlling vermin;
- (d) revegetation with local provenance flora;
- (e) maintaining drains or other infrastructure;
- (f) any other works as directed by the Licensor from time to time; and
- (g) disturbing the ground soil to do any of those things.

(c) **(Waive of obligation to insure):**

The Licensor waives the Licensee's obligation to insure under clause 7.7.

(d) **(Either party may terminate):**

In addition to the Licensor's right to terminate this Licence in accordance with clause 8.1, either party may terminate this Licence by giving three months prior written notice to the other of their intention to do so. This Licence automatically terminates when a notice given under this clause expires.

## Operative provisions

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The parties agree as follows:

### 1 Definitions and interpretation

#### 1.1 Definitions

In this Licence, unless the context otherwise requires:

**Act** means the *Crown Lands Act 1976* (Tas).

**Approval** or **Approvals** includes:

- (a) any consent, authorisation, registration, filing, lodgement, agreement, notarisation, certificate, permission, licence, approval, authority or exemption from by or with a Government Body;
- (b) in relation to anything which will be fully or partly prohibited or restricted by law if a Government Body intervenes or acts in any way within a specified period after lodgement, filing, registration or notification, the expiration of that period without intervention or action;
- (c) all necessary development approvals, licences, permits and approvals as may be required from time to time by a Government Body for or in respect of the Permitted Use; and
- (d) to avoid doubt, any planning and environment approvals.

**Business Day** means a day that is not a Saturday, a Sunday, Easter Tuesday or a statutory holiday (as defined in the *Statutory Holidays Act 2000* (Tas)) generally observed in Hobart.

**Commencement Date** means the date set out in Item 4.

**Contamination** means a solid, liquid, gas, odour, heat, sound, vibration, radiation or substance of any kind that:

- (a) makes, or may make, the Licensed Area, land or waters adjacent to the Licensed Area (if any) unsafe, unfit or harmful for habitation, use or occupation by any person or animal; or
- (b) causes the Licensed Area, land or waters adjacent to the Licensed Area (if any) to not satisfy all applicable Laws or the criteria, standards or guidelines published, or adopted by any Government Body that has jurisdiction over the Licensed Area.

**Crown** means the Crown in Right of Tasmania.

**Details** means the details and recitals set out above.

**Expiry Date** means the date set out in Item 5.

**Government Body** includes a body politic, a government (federal, state or local), a governmental, judicial or administrative body, a tribunal, a commission, a department or agency of any government, and a statutory authority or instrumentality.

**Guarantor** means the guarantor (if any) set out in Item 1.

**GST** means any goods and services tax or similar tax imposed by the Commonwealth of Australia (but excluding any penalty, fine, interest or similar payment).

**GST Laws** means applicable Laws relating to GST.

**Improvements** means the improvements set out in Item 3.

**Information Table** means the table titled 'Information Table' (if any) included in this Licence.

**Insolvent** means:

- (a) in respect of a natural person, that person:
  - (i) committing an act of bankruptcy;
  - (ii) being made bankrupt; or
  - (iii) being subject to an arrangement under Part IV of the *Bankruptcy Act 1966* (Cwlth); and
- (b) in respect of a corporation, that corporation:
  - (i) being wound up (other than for the purpose of restructure);
  - (ii) coming under external administration under the *Corporations Act 2001* (Cwlth);
  - (iii) being subject to an order for winding up or reconstruction; or
  - (iv) having a receiver, a receiver and manager, an agent in possession, a trustee or a guardian appointed to the property of the corporation.

**Insured Amount** means the amount set out in Item 10.

**Item** means an item in the Information Table.

**Interest Rate** means the rate set out in Item 11.

**Law** means:

- (a) principles of law or equity established by decisions of courts;
- (b) legislation and subordinate legislation; and
- (c) requirements, approvals (including conditions) and guidelines of any Government Body that have force of law.

**Licence or this Licence** means this deed and includes all its annexures, appendices, attachments and schedules (if any).

**Licence Fee** means the amount set out in Item 7.

**Licensed Area** means that area of Crown land set out in Item 2.

**Licensee** means the person or entity set out in the Details and where the context permits includes the Licensee's employees, authorised contractors, sub-contractors, agents, licensees and invitees and any other person claiming through or under the Licensee.

**Licensor** means the Minister from time to time administering the Act, the Minister's successors in office and where the context requires includes all persons acting on behalf of the Minister.



**month** means calendar month.

**Permitted Use** means the right to use the Licensed Area for the purpose set out in Item 13 and for all reasonably necessary ancillary purposes.

**Plan** means the plan of the Licensed Area which is attached to this Licence as 'Attachment: Plan' which is attached for illustration purposes only.

**Right** includes a right, a power, a remedy, a discretion or an authority.

**Section of Act** means the section of the Act set out in Item 12.

**Special terms and conditions** means the special terms and conditions, if any, set out in Item 14.

**Term** means the period set out in Item 6, commencing on the Commencement Date and ending on the Expiry Date (inclusive of those dates).

**Valuer** means:

- (a) a person who is qualified to practice as a land valuer under section 4 of the *Land Valuers Act 2001*(Tas); or
- (b) the person appointed as the Valuer-General under the *Valuation of Land Act 2001* (Tas) or his or her nominees.

## 1.2 Interpretation

In this Licence, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) words importing a gender include all genders;
- (c) other parts of speech and grammatical forms of a word or phrase defined in this Licence have a corresponding meaning;
- (d) a reference to a thing (including property or an amount) is a reference to the whole and each part of that thing;
- (e) a reference to a group of persons includes a reference to any one or more of those persons;
- (f) a reference to an annexure, an appendix, an attachment, a schedule, a party, a clause or a part is a reference to an annexure, an appendix, an attachment, a schedule or a party to, or a clause or a part of, this Licence;
- (g) a reference to any legislation or legislative provision includes subordinate legislation made under it and any amendment to, or replacement for, any of them;
- (h) writing includes marks, figures, symbols, images or perforations having a meaning for persons qualified to interpret them;
- (i) a reference to a document includes:
  - (i) any thing on which there is writing;
  - (ii) any thing from which sounds, images or writings can be reproduced with or without the aid of any thing else;
  - (iii) an amendment or supplement to, or replacement or novation of, that document; or

- (iv) a map, plan, drawing or photograph;
- (j) a reference to an agreement includes an undertaking, deed, agreement or legally enforceable arrangement or understanding, whether or not in writing;
- (k) a reference to a 'person' includes a natural person, a partnership, a body corporate, a corporation sole, an association, a Government Body, or any other entity;
- (l) a reference to a party includes that party's executors, administrators, successors and permitted assigns and substitutes;
- (m) a reference to a Minister includes, as applicable, that Minister's predecessors and successors in office;
- (n) a reference to a Government Body or other body or organisation that has ceased to exist, or that has been renamed, reconstituted or replaced, or the powers or functions of which have been substantially transferred, is taken to refer respectively to the Government Body or other body or organisation as renamed or reconstituted, or established or formed in its place, or to which its powers or functions have been substantially transferred;
- (o) a reference to an office in a Government Body or other body or organisation includes any person acting in that office, and if the office is vacant, the person who for the time being is substantially responsible for the exercise of the duties, functions or powers of that office;
- (p) mentioning any thing after the words 'includes', 'included' or 'including' does not limit the meaning of any thing mentioned before those words;
- (q) a reference to a day is to be interpreted as the period of time in Tasmania commencing at midnight and ending 24 hours later;
- (r) reference to a time or date in connection with the performance of an obligation by a party is a reference to the time or date in Hobart, Tasmania, even if the obligation is to be performed elsewhere; and
- (s) references to '\$' and 'dollars' are to Australian dollars.

### **1.3 Headings**

Headings are included for convenience only and do not affect the interpretation of this Licence.

### **1.4 No rule of construction applies to disadvantage party**

In relation to the interpretation of this Licence, no rule of construction is to apply to the disadvantage of a party because that party was responsible for the preparation of this Licence or any part of it.

### **1.5 Information Table**

If there is an Information Table:

- (a) an Item that has not been completed will be taken to be 'not applicable'; and
- (b) unless the context otherwise requires, expressions defined in that table have the same meanings when used in other parts of this Licence.

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## **2 Grant of Licence**

### **2.1 Grant of Licence**

The Licensor grants to the Licensee, and the Licensee accepts, a non-exclusive licence under the Section of the Act, to use the Licensed Area for the Permitted Use from the Commencement Date for the Term in accordance with this Licence and subject to the Act.

### **2.2 No estate or interest**

This Licence does not confer upon the Licensee any estate or interest in the Licensed Area.

### **2.3 Licensor has access to the Licensed Area**

The Licensor retains the right to full and free access to the Licensed Area throughout the Term.

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## **3 Licence Fee**

### **3.1 Fixed Licence Fee**

- (a) This clause 3.1 applies if Item 8 states that this clause is applicable. For the avoidance of doubt, this clause 3.1 is not applicable if Item 8 states that this clause 3.1 is not applicable.
- (b) In consideration of this Licence, the Licensee must pay the Licence Fee to the Licensor in advance on the Commencement Date without set-off or deduction.
- (c) The Licence Fee is the only Licence Fee payable during the Term of this Licence.

### **3.2 Adjustment of Licence Fee**

- (a) This clause 3.2 applies if Item 9 states that this clause is applicable. For the avoidance of doubt, this clause 3.2 is not applicable if Item 9 states that this clause 3.2 is not applicable.
- (b) In consideration of this Licence, the Licensee must pay the Licence Fee to the Licensor annually in advance with the first payment to be made on the Commencement Date and each subsequent payment to be made on each anniversary of the Commencement Date.
- (c) The Licensor will adjust the Licence Fee every three years during the Term commencing on the third anniversary of the Commencement Date (**fee adjustment date**) and every three years thereafter. The adjusted Licence Fee will be the amount recommended by a Valuer for the three years from the effective fee adjustment date until the next fee adjustment date taking into account any matters the Valuer considered reasonable.
- (d) The Licensor may adjust the Licence Fee at any time prior to or following a fee adjustment date and the new Licence Fee resulting from an adjustment is taken to apply from the relevant effective fee adjustment date.
- (e) Notwithstanding anything else in this clause 3.2, the new Licence Fee arising from any fee adjustment cannot be fixed at an amount that is less than that for the previous period.

## 4 Conditions of Licence

### 4.1 Conditions

This Licence is granted subject to the conditions that the Licensee must:

- (a) pay the Licence Fee as required under this Licence;
- (b) pay all land tax (on a single holding basis), rates, water, sewerage, and other charges levied against the Licensed Area and payable by an owner. For the avoidance of doubt, the Licensee acknowledges that if any such charges are demanded directly of the Licensee then the Licensee must pay that amount punctually to the Government Body or if demanded of the Licensor then the Licensee must pay to the Licensor on demand a fair proportion (as assessed by the Licensor) of those charges;
- (c) pay the costs of delivery of all services used by the Licensee at the Licensed Area including electricity, telephone, telecommunication service and ad valorem charges for water and sewerage;
- (d) comply with the terms of this Licence, including the Special terms and conditions;
- (e) comply with the Licensor's directions about use of the Licensed Area;
- (f) comply punctually with all notices received from the Licensor or any Government Body concerning:
  - (i) the Licensed Area;
  - (ii) the Permitted Use;
  - (iii) any Contamination of the Licensed Area, land, or waters adjacent to the Licensed Area (if any); and
  - (iv) any remediation of the Licensed Area, land or waters adjacent to the Licensed Area (if any);
- (g) punctually comply with:
  - (i) all notices received from the Licensor or the Licensor's duly authorised agents relating to the Licensee's obligations under this Licence;
  - (ii) all notices received from any Government Body with respect to the Licensed Area or Permitted Use or both;
  - (iii) all Laws, Approvals and other requirements of a Government Body that affect the Licensed Area or Permitted Use or both in any way; and
  - (iv) any management plans that are approved under the Act at any time that in any way affect the Licensed Area;
- (h) obtain, keep current and comply with, for the Term all necessary Approvals as may be required from time to time by all Laws or any Government Body or both, for or in respect of the Permitted Use and occupation of the Licensed Area (including for the avoidance of doubt all necessary Approvals and permits as may be required under the *Land Use Planning and Approvals Act 1993* (Tas) in respect of any works undertaken by the Licensee in accordance with this Licence);
- (i) give immediate written notice to the Licensor of:

- (i) receipt of any notice referred to in clauses 4.1(f) and 4.1(g) (unless such notice was provided through the Licensor); and
  - (ii) any damage or defect in the Licensed Area caused or arising as a result of exercising any of the rights conferred under this Licence;
- (j) ensure that the right of the general public to access any adjoining Crown land is not hindered or prevented by the Licensee's use of the Licensed Area;
- (k) use the Licensed Area solely for the Permitted Use;
- (l) not do anything in relation to or on the Licensed Area that in the Licensor's opinion, will or may result, in Contamination of the Licensed Area, land or waters adjacent to the Licensed Area (if any);
- (m) remove any Contamination from the Licensed Area, land or waters adjacent to the Licensed Area and make good any Contamination of the Licensed Area, land or waters adjacent to the Licensed Area (if any);
- (n) cease exercising the rights conferred under this Licence immediately, as the Licensor directs, in an emergency;
- (o) except as may be incidental to the Permitted Use, or provided of in the Special terms and conditions, not, on the Licensed Area:
  - (i) sell or hire out, offer or expose for sale or hiring out, or have in the Licensee's possession for selling or hiring out, any article, material or other thing; or
  - (ii) provide, offer to provide or hold the Licensee out as willing to provide, any service or facility for any monetary or other consideration;
- (p) except as may be:
  - (i) incidental to the Permitted Use; or
  - (ii) provided for in the terms and conditions,

not remove any living or dead native vegetation, or disturb ground soil, on the Licensed Area without the Licensor's prior written approval;
- (q) not light a fire on the Licensed Area without the Licensor's prior written approval;
- (r) keep and leave the Licensed Area, the Improvements and all other buildings, structures, facilities, plant, equipment and services or other improvements on the Licensed Area:
  - (i) in good repair and condition (which includes restoration of the surface of the Licensed Area);
  - (ii) free from vermin, noxious weeds and fire hazards;
  - (iii) in a safe state and condition for everyone who enters the Licensed Area or uses the Improvements and the facilities on the Licensed Area or both; and
  - (iv) maintained, installed and repaired, including with respect to all structural matters, in accordance with all Laws, Approvals and other requirements of



any Government Body, good industry practice and any directions given by the Licensor;

it being acknowledged by the parties that the Licensee is responsible for maintenance and repair of the Improvements and all buildings, structures, facilities, plant, equipment and services or other improvements on the Licensed Area including in respect to all structural matters and all costs associated therewith during the Term;

(s) not:

- (i) erect any building or structure; or
- (ii) alter the Improvements or any building or structure;

on the Licensed Area without obtaining all responsible Government Body's consent and also the Licensor's prior written consent. When seeking the Licensor's consent the Licensee must provide detailed plans of the proposed works, including a development plan and construction management plan, wholly to the satisfaction of the Licensor. The parties acknowledge that the Licensee may during the Term remove any or all of the Licensee's buildings, structures, facilities, fixtures, fittings, plant and equipment or other improvements on the Licensed Area with the Licensor's prior written consent provided that the Licensee makes good all damage caused as a result of such removal;

- (t) not assign, sub-licence, share, transfer, grant any mortgage, charge or other security interests in or otherwise deal with all or any part of the Licensee's rights benefits or obligations under this Licence without the Licensor's prior written consent (it being acknowledged that should the Licensee wish to assign or transfer this Licence the Licensee must comply with the Act);
- (u) not do, or permit to be done, in relation to the Licensed Area or while exercising the rights conferred under this Licence, anything that, in the Licensor's opinion, is or may become, a nuisance or annoyance to an occupier of an adjoining property, it being acknowledged that the reasonable use of the Licensed Area for the Permitted Use in accordance with the terms of this Licence will not be a breach of this clause;
- (v) not permit any activity on the Licensed Area that is not authorised under this Licence without obtaining the Licensor's prior written consent;
- (w) not use or permit to be used or stored on the Licensed Area any radioactive toxic or hazardous chemicals, wastes or substances unless required under this Licence and then only in concentrations and quantities:
  - (i) permitted by the relevant Government Body;
  - (ii) required by all Laws and Approvals; and
  - (iii) in accordance with any conditions imposed by the relevant Government Body;
- (x) not permit any petroleum product, oil, grease or any noxious dangerous or poisonous chemical or substance to be discharged through the pipes of the water or sewerage service on the Licensed Area or into any nearby stream or river or into or under the soil and to discharge them only as:
  - (i) permitted by the relevant Government Body;

- (ii) required by all Laws and Approvals; and
- (iii) in accordance with any conditions imposed by the relevant Government Body;
- (y) control and restrict the emission of smoke, dust or odours from the Licensed Area in accordance with the applicable Laws and the requirements of the relevant Government Body; and
- (z) comply with all demands notices and requirements of the Licensor and any relevant Government Body in respect of contamination of the Licensed Area caused by the Licensee or by occupiers of the Licensed Area (which may include the requirement for the carrying out all necessary rehabilitation works to the Licensed Area in accordance with the requirements of and to the satisfaction of the Licensor and any relevant Government Body at the Licensee's cost).

#### **4.2 Determination of Licence**

On the expiration or sooner determination of this Licence the Licensee must cease to exercise the rights conferred under this Licence and leave the Licensed Area in a condition consistent with the Licensee's obligations under this Licence, it being acknowledged by the parties that immediately before the expiration or sooner determination of this Licence the Licensee must:

- (a) remove all the Licensee's personal property from the Licensed Area;
- (b) remove all the Improvements and all of the Licensee's buildings, structures, facilities, plant and equipment or other improvements from the Licensed Area unless otherwise notified in writing by the Licensor; and
- (c) make good all damage caused by removal in accordance with clauses 4.2(a) and 4.2(b) to the Licensor's satisfaction.

#### **4.3 Things remaining on the Licensed Area**

The Licensee acknowledges that any of the Improvements or any of the Licensee's personal property, buildings, structures, facilities, plant and equipment or other improvements remaining on the Licensed Area after the expiration or sooner determination of this Licence without the Licensor's consent may at the Licensor's discretion either:

- (a) become the property of the Licensor without compensation to the Licensee (unless compensation is required to be paid under the Act); or
- (b) be removed from the Licensed Area at the Licensee's cost and disposed of by the Licensor without reference or liability to the Licensee with all damage to the Licensed Area caused by such removal to be made good at the Licensee's expense.

#### **4.4 Notice to repair**

Upon receipt of notice from the Licensor or any Government Body having jurisdiction, the Licensee must repair, remedy or otherwise make good all damage to the Licensed Area caused during the Term and any other defects and lack of repair that are the Licensee's responsibility under this Licence. If the Licensee fails to comply with such a notice given under this sub-clause, then the Licensor, or the Licensor's agents, may, but are not bound to, undertake the required repairs.

#### **4.5 Licensor may recover costs**

The Licensee must pay to the Licensor, on demand:

- (a) all money the Licensor expends to undertake work that is the Licensee's responsibility under this Licence; and
- (b) all reasonable costs the Licensor incurs in doing so.

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## **5 Licensor's acknowledgements**

### **5.1 Use of Licensed Area**

Subject to the Act, the Licensor acknowledges that provided the Licensee pays the Licence Fee and observes and performs all of the Licensee's obligations contained in this Licence the Licensor will permit the Licensee to have the non-exclusive use of the Licensed Area as set out in this Licence.

### **5.2 Licensor not responsible**

The Licensor is not responsible:

- (a) to identify or locate the boundaries of the Licensed Area;
- (b) to construct, maintain or repair any gate, road, track, drain or bridge on the Licensed Area, or used to gain access to the Licensed Area; or
- (c) for any erosion mitigation or other works associated with the Licensed Area or with the protection or maintenance of the Licensee's personal property, buildings, structures, facilities, plant, equipment and services or other improvements.

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## **6 Licensee's indemnities and waiver**

### **6.1 Licensee indemnifies Licensor for risk**

The Licensee indemnifies the Licensor against all present and future legal liability, claims or proceedings for:

- (a) personal injury to, or death of, any person;
- (b) either or both loss of, or damage to, property of any person; and
- (c) financial loss of any person,

arising from, or attributable to, the Licensee's presence on, or use of, the Licensed Area.

### **6.2 Licensee indemnifies Licensor against loss and damage**

The Licensee indemnifies the Licensor against all loss and damage to the Licensed Area and all property on it arising from or attributable to the Licensee's occupation or use of the Licensed Area.

### **6.3 Licensee's risk**

The Licensee agrees to use and occupy the Licensed Area throughout the Term at the Licensee's risk as regards to loss or damage to the Licensee and the Licensee's property.

**6.4 Licensee indemnifies Licensor against Contamination**

The Licensee releases and discharges the Licensor from and agrees to indemnify the Licensor against all actions, suits, causes of action, claims and demands that the Licensee has at any time against the Licensor arising from or attributable to any Contamination including any existing or future Contamination or the rehabilitation of the Licensed Area and, if any, the surrounding area of land and or water or for or in respect of anything incidental to any of those issues.

**6.5 Waiver of rights of recovery from the Licensor**

The Licensee waives all present and future rights to claim against the Licensor for:

- (a) personal injury to, or death of, the Licensee;
- (b) either or both loss of, or damage to, the Licensee's property; and
- (c) financial loss to the Licensee,

arising from, or attributable to, the Licensee's presence on, or use of the Licensed Area.

**6.6 Nature of indemnities and waiver**

The indemnities and waiver in this clause 6:

- (a) are continuing obligations of the Licensee, separate and independent from any other obligations; and
- (b) survive the expiration or sooner termination of this Licence; but
- (c) do not extend to liability caused by the Licensor's wrongful (including negligent) act or omission.

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**7 Insurance****7.1 Licensee to insure**

The Licensee must take out and keep current throughout the Term, and for as long as the Licensee uses the Licensed Area, contracts of insurance with a reputable insurer lawfully carrying on insurance business in Australia, indemnifying:

- (a) the Licensor's and the Licensee's liability for:
  - (i) personal injury to, or death of, any person; and
  - (ii) either or both loss of, or damage to, property of any person,

for not less than the Insured Amount for each individual claim or series of claims arising out of a single occurrence, or for such other amount as the Licensor reasonably determines;
- (b) a comprehensive insurance policy:
  - (i) for the full insurable and replacement value of the Improvements and any building, structure, fixture, fittings, plant and equipment and personal property on the Licensed Area;
  - (ii) against loss or damage by fire storm tempest earthquake lightning explosion burglary and other risks usually covered under a comprehensive insurance policy for fire and related risks; and

- (c) any other risks that the Licensor reasonably requires the Licensee to insure against, for the amount stipulated by the Licensor, to the extent that the claim for indemnity is not caused by the Licensor's wrongful (including negligent) act or omission.

The liability to be insured against under clause 7.1(a) is liability arising from, or attributable to, the Licensee's use or occupation of the Licensed Area to the extent that the injury, death, damage or loss is caused by a wrongful (including negligent) act or omission of the Licensee or the Licensee's employees, authorised contractors, sub-contractors, agents, Licensees and invitees and any other person claiming through or under the Licensee.

## **7.2 Crown to be insured**

Insurance taken out under:

- (a) clause 7.1(a) and
- (b) clause 7.1(c), if the Licensor requires this clause to apply to it,

must cover "the Crown in Right of Tasmania" as principal under the insurance contract but only to the extent required under this Licence.

## **7.3 Licensee to notify Licensor**

The Licensee must notify the Licensor in writing as soon as practicable:

- (a) if an insurance contract taken out under clause 7.1 lapses or is cancelled or is materially altered; or
- (b) if the Licensee claims, or becomes entitled to claim, under such an insurance contract for something arising from, or attributable to, the Licensee's possession of the Licensed Area.

## **7.4 Evidence of insurance**

The Licensee must give the Licensor evidence of:

- (a) the terms of; and
  - (b) payment of the premium for,
- each insurance contract taken out under clause 7.1:
- (c) before the Licensee exercises rights under this Licence; and
  - (d) before each due date for renewal of each such insurance contract.

## **7.5 Licensor may insure**

If the Licensee fails to take out or renew each insurance contract required to be taken out under clause 7.1, then without being obliged to do so, the Licensor may:

- (a) take out or renew each such insurance contract that the Licensee has not taken out or renewed; and
- (b) pay any unpaid premium.

## **7.6 Licensee not to prejudice insurance**

The Licensee must not do anything that may result in insurance under clause 7.1 or any part of it becoming invalid or unenforceable.



### **7.7 Licensor may waive obligation to insure**

The Licensor may at the Licensor's discretion waive the Licensee's obligation to insure under this clause 7.1 if provided for in the Special terms and conditions in Item 14.

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## **8 Termination of Licence**

### **8.1 Licensor's right to terminate**

Where:

- (a) any money (including Licence Fee) payable by the Licensee under this Licence remains unpaid for a period exceeding one month after it has become due and the money (and interest if relevant) remains unpaid at the end of the period specified in a notice served on the Licensee by the Licensor:
  - (i) requesting the Licensee to pay the outstanding amount within the period specified in the notice; and
  - (ii) advising the Licensee that the Licence may be cancelled if the outstanding amount and interest thereon at the Interest Rate is not paid within the period so specified; or
- (b) the Licensor considers that the Licensee has committed a breach of any term of the Licence and upon notice served on the Licensee by the Licensor specifying the breach and requiring the Licensee to satisfy the Licensor within the period specified in the notice that the Licensee has not committed the breach the Licensee fails to so satisfy the Licensor (or if required by the said notice that the Licensee has rectified or commenced action to rectify the breach); or
- (c) the Licensee fails to comply with an essential term of this Licence;
- (d) the Licensee repudiates this Licence; or
- (e) the Licensee fails to comply with the provisions of any Approvals, Laws or any Government Body; or
- (f) the Licensee becomes Insolvent; or
- (g) the Licensee ceases or threatens to cease to use the Licensed Area for the Permitted Use; or
- (h) the Licensee is convicted of an offence in relation to the Permitted Use or if the business or activity conducted on the Licensed Area is closed down by a Government Body; or
- (i) distress or execution is levied, or issued, against the Licensee's property and not paid out within 10 Business Days,

then the Licensor may either:

- (j) give five Business Days written notice to the Licensee that this Licence is cancelled, and this Licence automatically terminates when such notice expires; or
- (k) proceed by appropriate court action to enforce performance by the Licensee of the applicable terms of this Licence or to recover damages for their breach.

## **8.2 Antecedent breach**

A termination or cancellation of this Licence under clause 8 is without prejudice to the Licensor's rights or remedies for arrears of the Licence Fee, for any other moneys owing or for any other antecedent breach of this Licence.

## **8.3 No compensation payable on termination**

Except as may be required for under the Act, no compensation is payable to the Licensee upon cancellation or termination of this Licence and the Licensee indemnifies and agrees to keep indemnified the Licensor against any such claim or demand.

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## **9 Holding over**

If the Licensee, with the Licensor's consent, continues to use the Licensed Area after the Term expires, then the Licensee will use the Licensed Area:

- (a) as a licensee on a three monthly licence;
- (b) at the Licence Fee that is payable immediately prior to the expiration of this Licence and adjusted in accordance with clause 3.2(c) (for the avoidance of doubt clause 3.2(c) will apply regardless of whether or not clause 3.2(c) applies in the Information Table) on a three monthly basis or any other Licence Fee which is agreed by the parties from time to time;
- (c) with the Licence Fee to be paid in advance;
- (d) on the terms and conditions of this Licence so far as they are applicable to a three monthly licence.

Such licence may be determined by either party giving to the other not less than three months written notice expiring at any time.

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## **10 Interest**

If any moneys owing by the Licensee to the Licensor under this Licence are not paid on the due date for payment then the amount attracts and bears interest from the due date for payment until the date of actual payment at the Interest Rate.

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## **11 Licensee's risk**

If the Licensee is required to do anything or cause anything to be done under this Licence, then the doing of that act, matter or thing is at the Licensee's sole risk and expense unless otherwise expressly provided.

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## **12 No representation or warranty**

### **12.1 No representation about suitability**

The Licensor does not represent or warrant:

- (a) that the Licensed Area is suitable to be used for the Permitted Use or for any business or other activity undertaken on the Licensed Area;

- (b) that the fittings, accessories or services available on the Licensed Area are suitable to be used for the Permitted Use or for any business or other activity undertaken on the Licensed Area; or
- (c) that the Licensed Area may lawfully be used for the Permitted Use or for any business or other activity undertaken on the Licensed Area.

#### **12.2 No representation about zoning**

Without affecting the generality of clause 12.1 the Licensor does not represent or warrant that the zoning of the Licensed Area will permit it to be used for the Permitted Use whether with the approval or permission of the relevant planning authority or otherwise. It is the Licensee's responsibility to enquire about zoning and the Licensee warrants that before executing this Licence the Licensee has done so to the Licensee's own satisfaction.

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### **13 Guarantee and Indemnity**

#### **13.1 Application**

This clause 13 applies if the Guarantor in Item 1 states that this clause is applicable. For the avoidance of doubt, this clause 13 is not applicable if the Guarantor in Item 1 states that clause 13 is not applicable.

#### **13.2 Consideration for Guarantee**

In consideration of the Licensor agreeing to grant this Licence to the Licensee, at the Guarantor's request, the Guarantor enters into this guarantee and indemnity (called **Guarantee**) in favour of the Licensor on the terms contained in this clause 13.

#### **13.3 Guarantee and indemnity**

The Guarantor:

- (a) guarantees the payment of Licence Fee and the Licensee's compliance with all of the Licensee's obligations arising under this Licence; and
- (b) indemnifies the Licensor against all damages, losses, costs and expenses (including legal costs and disbursements on a solicitor and own client basis) incurred by the Licensor because of the Licensee's default under this Licence.

The Guarantor's obligations continue throughout the Term, and while the Licensee, its successors or assignees of this Licence, hold over as periodical tenant after the Term expires.

#### **13.4 Period of Guarantee**

This Guarantee covers the whole period while the Licensee occupies, or is entitled to occupy, the Licensed Area as the licensee, or while holding an equitable interest over the Licensed Area under an agreement for licence or as a periodical licensee.

#### **13.5 Extent of Guarantee**

This Guarantee extends to claims by the Licensor:

- (a) for damages for breaches of licence covenants;
- (b) for breaches of an essential term of this Licence;
- (c) for repudiation of this Licence;

- (d) for the Licensor's loss or damage if the Licensee abandons or vacates the Licensed Area;
- (e) if the Licensor elects to re-enter or to terminate this Licence;
- (f) for the Licensor's reasonable legal and other expenses of seeking to enforce the Licensee's obligations against the Licensee and the Guarantor, recovering possession and terminating this Licence;
- (g) for loss or damage consequent on disclaimer of this Licence on the Licensee's Insolvency, as if this Licence had not been disclaimed.

### 13.6 Guarantee in favour of owner

This Guarantee is in favour of the Licensor and the Licensor's successors and assigns being the owner of the Licensed Area from time to time during the continuance of this Guarantee.

### 13.7 Guarantee is joint and several

When there is more than one Guarantor under this Licence:

- (a) the term **Guarantor** in this clause 13 refers to each of the Guarantors and to all of them;
- (b) their obligations as Guarantor are joint and several;
- (c) the Licensor may enforce this Guarantee against all or any of them;
- (d) any notice or demand may be served on all of them, by serving any one of them;
- (e) this Guarantee remains binding on the other Guarantors, even if:
  - (i) a Guarantor fails to execute this Licence;
  - (ii) this Guarantee is not binding on a Guarantor;
  - (iii) the Licensor releases a Guarantor from liability under this Guarantee.

### 13.8 Guarantee not discharged

This Guarantee is not discharged, and the Licensor's rights against each Guarantor are not affected, by any of the following:

- (a) if the Licensor grants any indulgence or extension of time to the Licensee or to another Guarantor or other Guarantors;
- (b) if the Licensor neglects or fails to enforce licence covenants against the Licensee;
- (c) if the Licensor waives any breaches or defaults under this Licence, except to the extent of the specific breach to which the waiver applies;
- (d) if the Licensor totally or partially releases the liability of the Licensee, or of another Guarantor or other Guarantors;
- (e) if the Licensor and the Licensee, or any other person, enters into any arrangement, composition or compromise relating to this Licence, except to the extent of the arrangement, composition or compromise;
- (f) if the Licensor and the Licensee vary any provision of this Licence without the Guarantor's consent, but only if the variation is minor and not prejudicial to the Guarantor;

- (g) the death, bankruptcy or winding up of the Licensee or a Guarantor;
- (h) if the Licensee's liability under this Licence, or this Licence is or becomes invalid, illegal, or unenforceable, including through any act, omission or legislation;
- (i) if the Licensor disclaims this Licence following the Licensee's insolvency.

---

#### **14 Special terms and conditions**

- (a) The Special terms and conditions form part of this Licence.
- (b) If there is any inconsistency between the Special terms and conditions and another provision of this Licence, the Special terms and conditions override the other provision to the extent of the inconsistency.
- (c) A Special term and condition is taken not to be inconsistent with another provision of this Licence if the Special term or condition and the other provision of this Licence are both capable of being complied with.
- (d) To avoid doubt and without limiting the operation of clause 18.17, any Right contained in a Special term and condition is in addition to any other Rights provided for in this Licence or at Law.

---

#### **15 GST**

- (a) Unless otherwise stated in this Licence, all amounts payable by one party to another party are exclusive of GST.
- (b) If GST is imposed or payable on any supply made by a party under this Licence, the recipient of the supply must pay to the supplier, in addition to the GST exclusive consideration for that supply, an additional amount equal to the GST exclusive consideration multiplied by the prevailing GST rate. The additional amount is payable at the same time and in the same manner as the consideration for the supply.
- (c) A party that makes a taxable supply under this Licence must provide a valid tax invoice to the recipient of the supply.
- (d) A party's right to payment under clause 15(b) is subject to a valid tax invoice being delivered to the party liable to pay for the taxable supply.
- (e) If the consideration for a supply under this Licence is a payment or reimbursement for, or contribution to, any expense or liability incurred by the supplier to a third party, the amount to be paid, reimbursed or contributed in respect of the expense or liability will be the amount of the expense or liability net of any input tax credit to which the supplier is entitled in respect of the expense or liability.
- (f) Where any amount payable under this Licence is paid by being set-off against another amount, each amount must be calculated in accordance with this clause 15 as if it were an actual payment made pursuant to this Licence.

- (g) Unless the context otherwise requires, expressions used in this clause 15 that are defined in the GST Laws have the meanings given to those expressions in the GST Laws.

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## **16 Dispute resolution**

### **16.1 Application**

This clause 16 does not apply to any dispute or difference between the parties concerning the exercise by any party of any Right under legislation.

### **16.2 Negotiation**

If a party gives written notice to each other party of a dispute or difference concerning this Licence, the parties must undertake negotiations with a view to resolving the dispute or difference.

### **16.3 Status of negotiations**

- (a) Unless otherwise agreed in writing by the parties and subject to applicable Laws, other than the fact of occurrence, all aspects of negotiations for the purpose of clause 16.2 will be without prejudice and treated as confidential including:
  - (i) the willingness of a party to consider a settlement proposal;
  - (ii) any statement made by, or on behalf of, a party during the negotiations; and
  - (iii) any document prepared for the purposes of the negotiations.
- (c) Nothing in clause 16.3(a):
  - (i) prevents a party from enforcing any signed settlement agreement made by the parties in relation to the dispute or difference;
  - (ii) prevents an agent or instrumentality of the Crown (that is a separate legal entity) from disclosing any matter to the Crown; or
  - (iii) prevents a Minister of the Crown from making a statement to Parliament or exercising any Right.

### **16.4 Further action**

If, after 10 Business Days following receipt by a party of a notice under clause 16.2, the parties are unable to resolve the dispute or difference by negotiation, a party may take any lawful action as that party sees fit (including commencing legal proceedings) in relation to the dispute or difference.

### **16.5 Continuation of performance**

Despite the existence of any dispute or difference, unless this Licence has been terminated, each party must continue to perform its obligations in accordance with this Licence.



**16.6 Injunctive and other discretionary relief**

Nothing in this clause 16 prevents a party from commencing legal proceedings to seek an injunction (whether interim or permanent), a writ of specific performance, declaratory relief, or any urgent or other interlocutory relief.

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**17 Notices****17.1 Notice requirements**

- (a) A notice, certificate, consent, application, waiver or other communication (each a **Notice**) under this Licence must be:
  - (i) in legible writing in the English language;
  - (ii) subject to clauses 17.1(b) and 17.1(c), signed by or on behalf of the sender or by a lawyer for the sender;
  - (iii) marked for the attention of the person or position (if any) specified in the Details applicable to the intended recipient of the Notice or, if the intended recipient has notified otherwise, marked for attention in the way last notified; and
  - (iv) left or sent in accordance with clause 17.2.
- (b) A printed or copy signature is sufficient for the purposes of sending any Notice by facsimile.
- (c) A Notice sent by email is taken to have been signed by the sender.
- (d) A Notice must not be given orally.

**17.2 Method and address for delivery**

- (a) Subject to clause 17.2(b), a Notice must be:
  - (i) left at the intended recipient's address set out in the Details;
  - (ii) sent by prepaid ordinary mail (or prepaid airmail, if from one country to another country) to the intended recipient's address set out in the Details;
  - (iii) sent by facsimile to the intended recipient's facsimile number (if any) set out in the Details; or
  - (iv) sent by email to the intended recipient's email address (if any) set out in the Details.
- (b) If the intended recipient of a Notice has notified the sender of another address, facsimile number or email address for the purposes of receiving Notices, then subsequent Notices to that intended recipient must be left at or sent to the address, facsimile number or email address (as applicable) last notified by that intended recipient.

**17.3 Time of receipt**

- (a) Subject to clause 17.3(b), a Notice is taken to have been received by the intended recipient:
  - (i) if left at the intended recipient's address, at the time of delivery;

- (ii) if sent by prepaid ordinary mail, on the fifth Business Day after the day of posting, or if sent by prepaid airmail from one country to another country, on the tenth Business Day after the day of posting;
  - (iii) if sent by facsimile, at the time shown in the transmission report as the time when the whole Notice was sent; and
  - (iv) if sent by email, four hours after the time the email was sent (as recorded by the device from which the email was sent) provided that the sender has not received an automated message that the email has not been delivered.
- (b) If a Notice is received by a recipient on a day that is not a Business Day or after 4.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.
  - (c) A Notice is effective from the time it is taken to have been received in accordance with clauses 17.3(a) and 17.3(b) (unless a later time is specified in the Notice, in which case the notice takes effect from that time).

#### **17.4 Other modes or places of service**

Nothing in this Licence limits or excludes any other mode or place of service required by an applicable Law.

---

## **18 Miscellaneous**

### **18.1 Governing law**

This Licence is governed by the Laws applying in Tasmania.

### **18.2 Dispute jurisdiction**

The parties submit to the non-exclusive jurisdiction of courts with jurisdiction in Tasmania, and any courts that may hear appeals from those courts, in respect of any proceedings in connection with this Licence.

### **18.3 Entire agreements clause**

This Licence forms the entire agreement of the parties in respect of its subject matter. The only enforceable obligations of the parties in relation to the subject matter of this Licence are those that arise out of the provisions contained in this Licence. All prior agreements in relation to the subject matter of this Licence are merged in and superseded by this Licence unless expressly incorporated in this Licence as an annexure, an appendix, an attachment or by reference.

### **18.4 Liability**

An obligation of, or a representation, a warranty or an indemnity by, two or more parties (including where two or more persons are included in the same defined term) under or in respect of this Licence, binds them jointly and each of them severally.

### **18.5 Benefit**

An obligation, a representation, a warranty or an indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and each of them severally.

#### **18.6 Compliance with obligations**

- (a) A party must ensure that its officers, employees, volunteers, authorised contractors, agents and advisers involved in the performance by that party of its obligations under this Licence:
  - (i) comply with the provisions of this Licence related to that performance; and
  - (ii) do not conduct themselves in a way that would result in the party being in breach of this Licence or that, if the conduct was undertaken by the party, would result in the party being in breach of this Licence.
- (b) If a party is prohibited from doing anything under this Licence, that party must not knowingly assist, authorise or allow any other person to do that thing.

#### **18.7 Severance**

If a provision of this Licence is or at any time becomes illegal, prohibited, void or unenforceable for any reason, that provision is severed from this Licence and the remaining provisions of this Licence:

- (a) continue to be enforceable; and
- (b) are to be construed with such additions, deletions and modifications of language as are necessary to give effect to the remaining provisions of this Licence.

#### **18.8 Counterparts**

- (a) This Licence may be entered into in any number of counterparts.
- (b) A party may execute this Licence by signing any counterpart.
- (c) All counterparts, taken together, constitute one instrument.
- (d) This Licence is not to take effect against a party until it has been signed by all parties and delivered, unless it is a deed poll or is intended to take effect immediately when delivered by one or more parties.

#### **18.9 Execution of Licence**

If this Licence is not executed prior to or on the Commencement Date and the Licensee uses the Licensed Area from the Commencement Date, then the parties will, from the Commencement Date until this Licence is executed, be in all respects bound by the terms contained in this Licence as if this Licence had been duly and fully completed and executed by the Licensor and the Licensee prior to or on the Commencement Date.

#### **18.10 Further assurance**

The parties agree to do or cause to be done all such acts, matters and things (including, as applicable, passing resolutions and executing documents) as are necessary or reasonably required to give full force and effect to this Licence.

#### **18.11 Business Days**

If the day on or by which an act, matter or thing is to be done under this Licence is not a Business Day, that act, matter or thing must be done by no later than the next Business Day.

#### **18.12 No partnership or agency**

Unless stated to the contrary in this Licence:

- (a) nothing contained or implied in this Licence will:
  - (i) constitute, or be taken to constitute, a party to be the partner, agent or legal representative of another party for any purpose;
  - (ii) create, or be taken to create, a partnership or joint venture; or
  - (iii) create, or be taken to create, an agency or trust; and
- (b) a party must not represent or hold itself out to be a partner, joint venturer, agent or representative of another party.

#### **18.13 Legal costs**

The Licensee must pay to the Licensor, on demand, all the Licensor's costs, on a full indemnity basis of and incidental to:

- (a) the preparation, execution, and completion of:
  - (i) this Licence;
  - (ii) any extension of this Licence;
  - (iii) any arrangement for continuing the Permitted Use after the expiry of the Term or an extension of the Term;
- (b) any consent, approval, waiver or amendment made under or to this Licence;
- (c) any valuation costs incurred by the Licensor;
- (d) any survey work undertaken by the Licensor in respect of defining the Licensed Area for the purposes of this Licence;
- (e) any assignment or sub-licensing made under this Licence;
- (f) any surrender or termination of this Licence otherwise than by effluxion of time; and
- (g) the actual or contemplated enforcement or exercise of any rights or powers of the Licensor following a default or breach of any covenant of this Licence.

#### **18.14 Amendment**

This Licence may only be amended or supplemented in writing signed by the parties.

#### **18.15 Waiver**

- (a) A failure or delay in exercising a Right does not operate as a waiver of that Right.
- (b) A single or partial exercise of a Right does not preclude any other exercise of that Right or the exercise of any other Right.
- (c) A Right may only be waived in writing, signed by the party to be bound by the waiver. Unless expressly stated otherwise, a waiver of a Right is effective only in the specific instance and for the specific purpose for which it was given.

#### **18.16 Successors and assigns**

This Licence is binding on and benefits each party and, unless repugnant to the sense or context, their respective administrators, personal representatives, successors and permitted assigns.

#### **18.17 Rights cumulative**

Each Right provided for in this Licence:

- (a) operates independently of any other Right provided for in this Licence; and
- (b) is cumulative with, and does not exclude or limit, any other Right, whether at Law or pursuant to any other agreement, deed or document.

#### **18.18 Set-off**

The Licensor may set-off against any moneys payable by the Licensor to the Licensee under this Licence any debt or other moneys from time to time due and owing by the Licensee to the Licensor. This right of set-off does not limit or affect any other right of set-off available to the Licensor.

#### **18.19 Disclosure**

- (a) Despite any confidentiality or intellectual property right subsisting in this Licence, a party may publish all or any part of this Licence without reference to another party.
- (b) Nothing in this clause derogates from a party's obligations under the *Personal Information Protection Act 2004* (Tas) or the *Privacy Act 1988* (Cwlth).

#### **18.20 Consent and approvals**

- (a) This clause applies to any consent or approval which a party must obtain from another party in accordance with this Licence. For the avoidance of doubt, this clause does not apply to any consent or approval to be given under any legislation.
- (b) A request for consent or approval must be made in writing.
- (c) A consent or approval for the purposes of this Licence is not effective unless given in writing.
- (d) Except as otherwise stated, a party whose consent or approval is required must not unreasonably withhold or delay that consent or approval.
- (e) A consent or approval may be given subject to reasonable conditions.
- (f) A party receiving a consent or approval must comply with any conditions subject to which the consent or approval is given. To the extent that the party receiving the consent or approval fails to comply with the condition, that failure is taken to be a breach of this Licence.

#### **18.21 Doctrine of merger**

The doctrine or principle of merger does not apply to this Licence or to anything done under or in connection with this Licence. Accordingly, no Right or obligation of a party is merged in any thing done pursuant to this Licence.

#### **18.22 Minister or State of Tasmania expressed to be party**

- (a) If a Minister of the Crown (acting in that capacity) is expressed to be a party to this Licence, then unless an applicable Law provides otherwise:
  - (i) the Minister enters into this Licence on behalf of the Crown;
  - (ii) the Rights, obligations and liabilities expressed to be those of the Minister are Rights, obligations and liabilities of the Crown; and

- (iii) each reference in this Licence to the Minister will be taken to include a reference to the Crown.
- (b) For the avoidance of doubt, if the State of Tasmania is expressed to be a party to this Licence, the Rights, obligations and liabilities of the State of Tasmania are Rights, obligations and liabilities of the Crown.

**18.23 No interference with executive duties or powers**

Nothing in this Licence is intended to prevent, is to be taken to prevent, or prevents, the free exercise by the Governor, by any member of the Executive Council, or by any Minister of the Crown, of any duties or authorities of his or her office. Any provision of this Licence that is inconsistent with this clause is of no legal effect to the extent of the inconsistency.

**18.24 Surviving provisions and termination**

- (a) The termination of this Licence does not affect or limit the operation or effect of clauses or parts of this Licence:
  - (i) that are expressed to survive the termination of this Licence;
  - (ii) that, at Law, survive the termination of this Licence; or
  - (iii) that are necessary to survive the termination of this Licence:
    - (A) to give full force and effect to the parties' respective Rights, obligations and liabilities on or after the termination of this Licence;
    - (B) to enable a party to make, enforce or defend any claims related to this Licence; or
    - (C) to give full force and effect to the operation of clause 18.24(b) or clause 18.24(c).
- (b) The termination of this Licence does not affect any claims related to, or any Rights, releases, obligations or liabilities accrued or incurred under, this Licence before the date on which this Licence is terminated.
- (c) Nothing in this clause 18.24 affects or limits the operation of another provision of this Licence which gives a party Rights, or imposes obligations on a party, on or after the termination of this Licence.

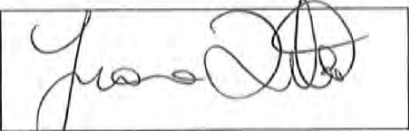
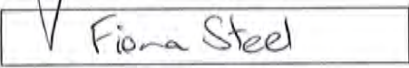
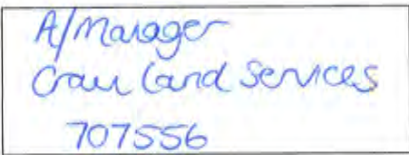

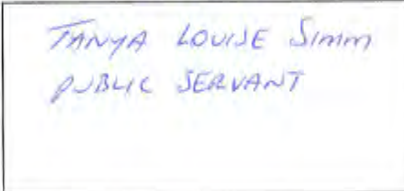
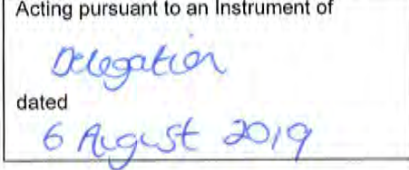


**Executed as a deed**



## Signing

### Signing by Licensor

Signed as a deed for **The Crown in Right of Tasmania** (acting through the Minister administering the *Crown Lands Act 1976* (Tas)) by the person named below in the presence of the witness named below:

Signature: →		
*Print name:		
*Position and Position Number:		Witness' signature: →   *Witness print name and position: 
Please complete:	Acting pursuant to an Instrument of  dated 	
*Use BLOCK LETTERS	*Witness print address:	

### Signing by Licensee

Executed as a deed by **Martin Neville McConnon** in the presence of the witness named below:


Signature:

→



Witness' signature:

→



\*Witness print name:

TERENCE JOHN CONNELL

\*Use BLOCK LETTERS

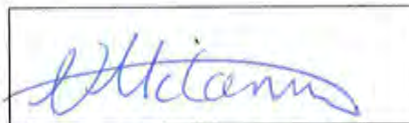
\*Witness print address:

### Signing by Licensee

Executed as a deed by **Nerinda Kathleen McConnon** in the presence of the witness named below:

Signature:

→



Witness' signature:

→



\*Witness print name:

TERENCE JOHN CONNELL

\*Use BLOCK LETTERS

\*Witness print address:

Attachment: Plan

page 31

DPIPWE | Licence | 013302-19 | sandr450.docx

## MAP OF SUBJECT AREA

### LOCALITY: Wilmores Lane, Longford



**PLAN IS FOR ILLUSTRATION  
PURPOSES ONLY**

**Licensees:** Martin Neville McConnon

Nerinda Kathleen McConnon

 Freehold property

 Licence area

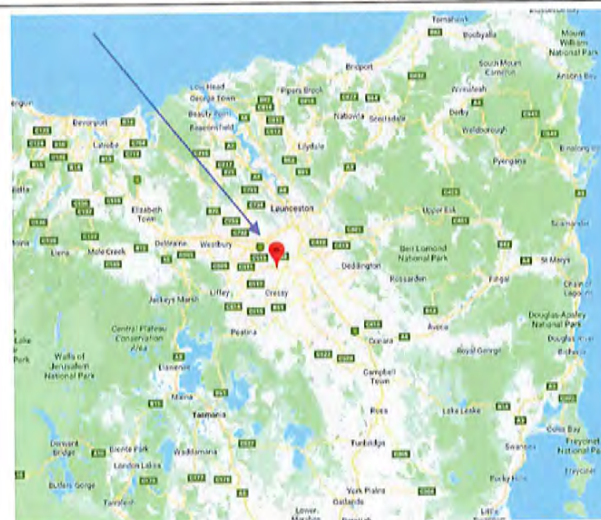
 Locality Point

**File Number: 256669**

**PID: 9749943**

**Area Estimate: +/- 7,700m<sup>2</sup>**

### Locality Plan



**Appendix C: Certificates of Title**

**RESULT OF SEARCH**

## RECORDER OF TITLES

*Issued Pursuant to the Land Titles Act 1980*

## SEARCH OF TORRENS TITLE

VOLUME 54261	FOLIO 7
EDITION 5	DATE OF ISSUE 09-Sep-2021

SEARCH DATE : 26-Sep-2021

SEARCH TIME : 10.22 PM

DESCRIPTION OF LAND

Town of LONGFORD

Lot 7 on Diagram 54261

Derivation : Whole of 40Acres 2roods gtd. to H.C.Cotton

Derived from Y15242

SCHEDULE 1

M755670 TRANSFER to MARTIN NEVILLE MCCONNON and NERINDA  
KATHLEEN MCCONNON Registered 15-Jul-2019 at noon

SCHEDULE 2

Reservations and conditions in the Crown Grant if any

E274696 MORTGAGE to Australia and New Zealand Banking Group  
Limited Registered 09-Sep-2021 at 12.01 PM

UNREGISTERED DEALINGS AND NOTATIONS

No unregistered dealings or other notations





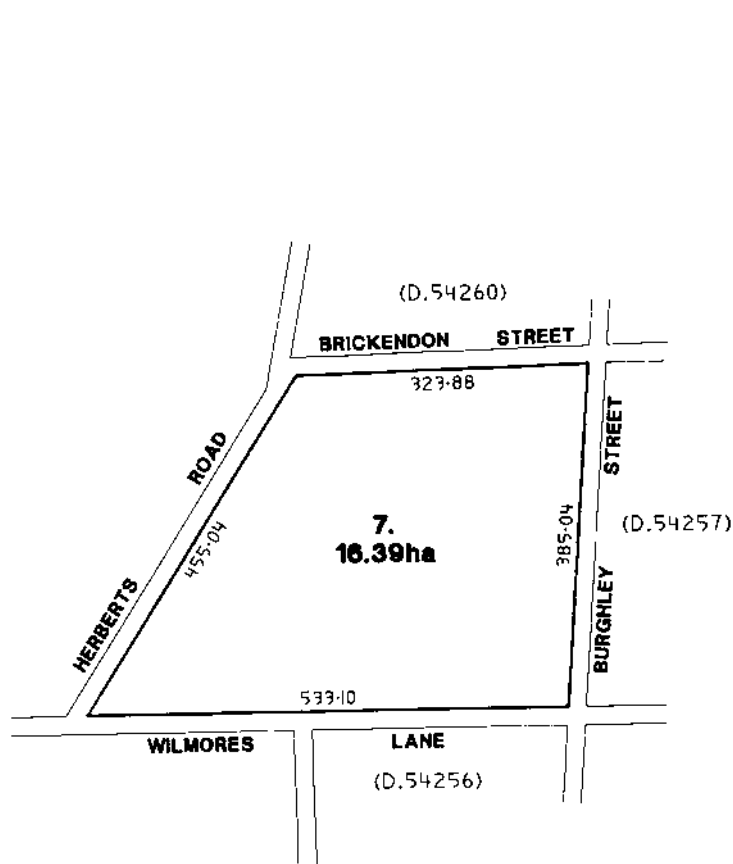
# FOLIO PLAN

RECORDER OF TITLES

Issued Pursuant to the Land Titles Act 1980



Owner: L.T.ACT 1980	PLAN OF TITLE of land situated in the <b>TOWN OF LONGFORD</b> (SEC.00) WESTMORLAND - LONGFORD COMPILED FROM A7/101L.O.	Registered Number: <b>D.54261</b>
Title Reference Y.15242	SCALE 1:5000 MEASUREMENTS IN METRES	Approved - 6 JUL 1992 <i>Michael Quinn</i> Recorder of Titles
Grantee: WHOLE OF 40.2.0 GTD. TO RUGH CALVELEY COTTON	TASHAP MUNICIPAL CODE NO. 56	LAST TASHAP UPI NO. 0749
ALL EXISTING SURVEY NUMBERS TO BE CROSS REFERENCED ON THIS PLAN		



5.6.12





## RESULT OF SEARCH

### RECORDER OF TITLES

Issued Pursuant to the Land Titles Act 1980



#### SEARCH OF TORRENS TITLE

VOLUME 54260	FOLIO 6
EDITION 3	DATE OF ISSUE 04-Oct-2021

SEARCH DATE : 03-Feb-2022

SEARCH TIME : 08.51 AM

#### DESCRIPTION OF LAND

Town of LONGFORD

Lot 6 on Diagram 54260

Derivation : Whole of Lot 3 13Acres 2roods Gtd. to H.C.Cotton

Derived from Y15242

#### SCHEDULE 1

M913529 TRANSFER to MARTIN NEVILLE MCCONNON and NERINDA  
KATHLEEN MCCONNON Registered 04-Oct-2021 at noon

#### SCHEDULE 2

Reservations and conditions in the Crown Grant if any

D4401 Transfer of the "Gas Pipeline Right" created by  
Instrument C441161 in favour of Tasmanian Gas  
Pipeline Pty Ltd Registered 02-May-2012 at noon

C299929 NOTICE of Notified Corridor under Section 15 of the  
Major Infrastructure Development Approvals Act 1999  
affecting the land therein described Registered  
24-May-2001 at noon

C441161 SUBJECT to the Gas Pipeline right set forth in  
Memorandum of Provisions No.M260 acquired by the  
Crown in accordance with the Land Acquisition Act  
1993 freed and discharged from all estates, statutory  
reservations and dedications in so far as they affect  
the said Gas Pipeline right over the land marked "Gas  
Supply Easement" shown on Plan No.137103 as passing  
through the said land within described Registered  
07-Sep-2004 at noon

C601554 Notice of Permit Corridor under Section 15 of the  
Major Infrastructure Development Approvals Act 1999  
affecting the said land within described. Registered  
12-Nov-2004 at noon

E274720 MORTGAGE to Australia and New Zealand Banking Group  
Limited Registered 04-Oct-2021 at 12.01 PM

#### UNREGISTERED DEALINGS AND NOTATIONS



## RESULT OF URDS SEARCH

RECORDER OF TITLES

*Issued Pursuant to the Land Titles Act 1980*



### UNREGISTERED DEALINGS REPORT

SEARCH DATE : 26-Sep-2021

SEARCH TIME : 10:24 pm

CT: 54260/6

M913539    PRIORITY NOTICE reserving priority for 60 days  
TRANSFER BRUCE RONALD PITT and JOHN LEONARD PITT to  
MARTIN NEVILLE MCCONNON and NERINDA KATHLEEN MCCONNON  
MORTGAGE MARTIN NEVILLE MCCONNON and NERINDA KATHLEEN  
MCCONNON to Australia and New Zealand Banking Group  
Limited    Lodged by RAE & PARTNERS(L) on 06-Aug-2021  
BP: M913539

E274720    MORTGAGE to Australia and New Zealand Banking Group  
Limited    Lodged by DYE & DURHAM (ANZ) on 06-Sep-2021  
BP: M913529

M913529    TRANSFER to MARTIN NEVILLE MCCONNON and NERINDA  
KATHLEEN MCCONNON    Lodged by DYE & DURHAM (ANZ) on  
06-Sep-2021 BP: M913529



## RESULT OF SEARCH

RECORDER OF TITLES

*Issued Pursuant to the Land Titles Act 1980*



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No unregistered dealings or other notations



# FOLIO PLAN

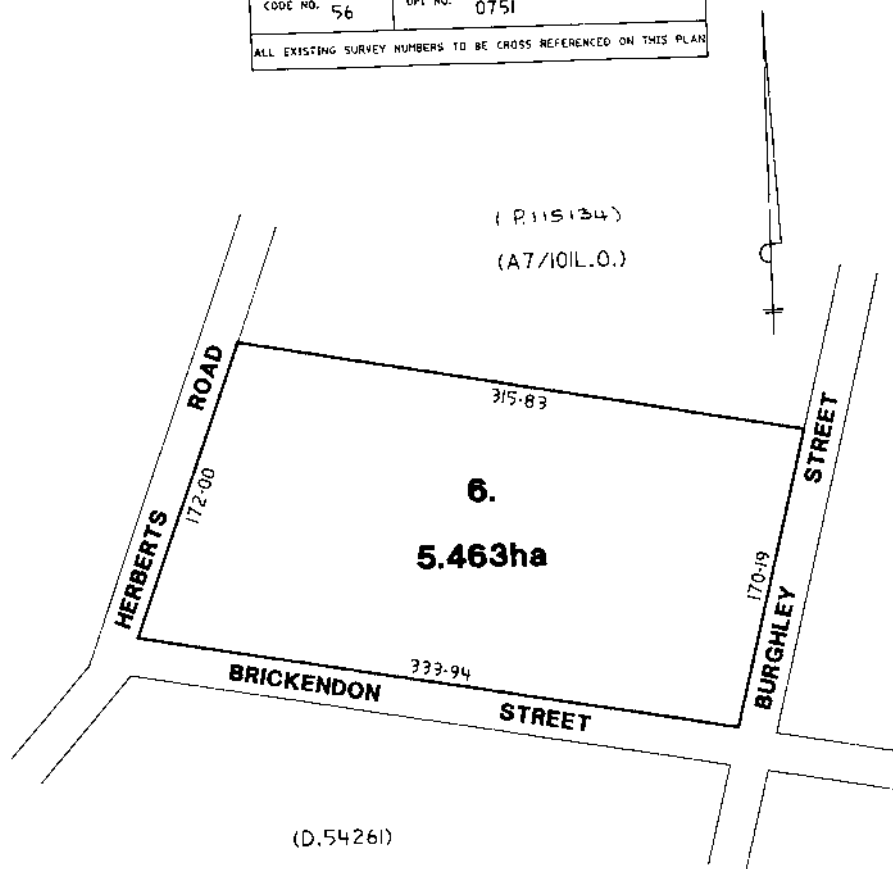
RECORDER OF TITLES

Issued Pursuant to the Land Titles Act 1980



Owner: L.T. ACT 1980	<b>PLAN OF TITLE</b> of land situated in the <b>WESTMORLAND - LONGFORD</b> <b>TOWN OF LONGFORD</b> (SEC.NN) COMPILED FROM <u>A7/101L.O.</u> SCALE 1:2500 MEASUREMENTS IN METRES	Registered Number <b>D.54260</b>
Title Reference: YJ5242		Approved: <b>-6 JUL 1992</b> <i>[Signature]</i>
Grantee: WHOLE OF LOT 3 (3-2-0 GTD. TO HUGH CALVELEY COTTON		Recorder of Titles

TASHAP MUNICIPAL CODE NO. 56	LAST TASHAP UPD NO. 0751
ALL EXISTING SURVEY NUMBERS TO BE CROSS REFERENCED ON THIS PLAN	



5.04-  
2.5-92



## RESULT OF SEARCH

### RECORDER OF TITLES

*Issued Pursuant to the Land Titles Act 1980*



#### SEARCH OF TORRENS TITLE

VOLUME 137103	FOLIO 3
EDITION 1	DATE OF ISSUE 10-Oct-2002

SEARCH DATE : 26-Sep-2021

SEARCH TIME : 10.30 PM

#### DESCRIPTION OF LAND

Parish of LONGFORD Land District of WESTMORLAND  
 Lot 3 on Plan 137103 (Section 27A of the Land Titles Act.)  
 Derivation : Whole of Lot 3 on Plan 137103 Gtd. to The Crown

#### SCHEDULE 1

C397010 APPLICATION: THE CROWN

#### SCHEDULE 2

Reservations and conditions in the Crown Grant if any  
 SUBJECT to the Gas Pipeline right set forth in Memorandum of  
 Provisions No. M225 for DEI Holdings Tasmania Pty Ltd  
 over the land marked "Gas Supply Easement" shown on  
 the said Plan as passing through the said land within  
 described

C949760 CHANGE OF NAME to Tasmanian Gas Pipeline Easement Pty  
 Ltd as relates to the gas pipeline easement.  
 Registered 17-Jan-2012 at noon

#### UNREGISTERED DEALINGS AND NOTATIONS

No unregistered dealings or other notations

## FOLIO PLAN

RECORDER OF TITLES

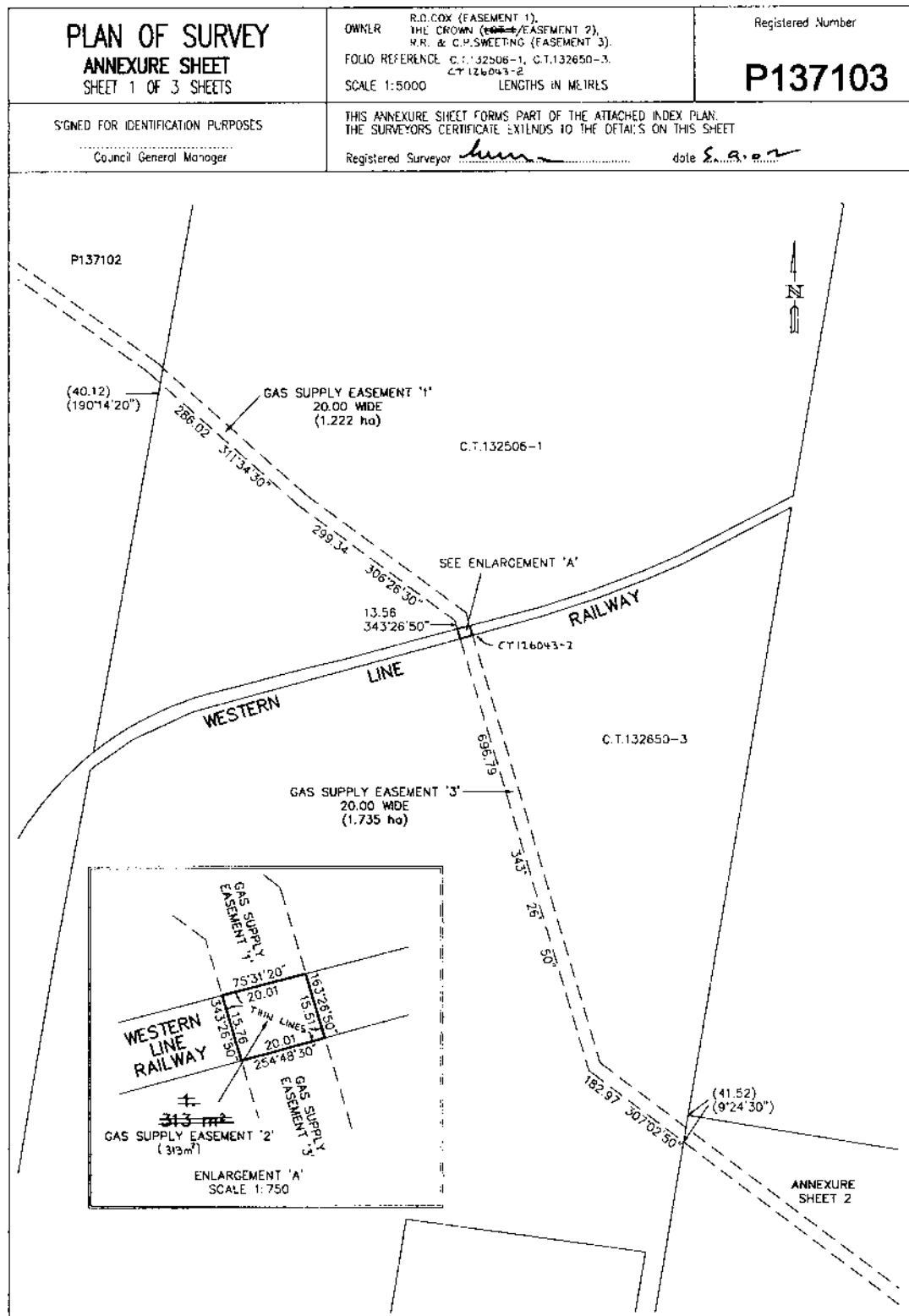
Issued Pursuant to the Land Titles Act 1980

<b>PLAN OF SURVEY</b> BY SURVEYOR G.J. WALKER G.J. WALKER & CO PTY. LTD. LOCATION LAND DISTRICT OF WESTMORLAND. PARISH OF LONGFORD. SCALE 1:10,000 LENGTHS IN METRES. SOUTHERN SECTION			Registered Number  <b>P137103</b>
OWNER R.D. COX THE CROWN  R.R. & C.P. SWEETING G.A. & R. BENNETT R.J. & C. CHUGG L.D. PITT	FOLIO REFERENCE C.T.132506-1 C.T.126043-2  C.T.132650-3 C.T.38686-4 C.T.119416-1 C.T.54260-6	LOT/EASEMENT No. EASEMENT 1. <del>LOT 1</del> EASEMENT 2. LOT 2/EASEMENT 6. LOT 3/EASEMENT 8. EASEMENT 3. EASEMENT 4. EASEMENT 5. EASEMENT 7.	APPROVED EFFECTIVE FROM 10 <sup>TH</sup> OCT. 2002  Recorder of Titles  ALL LOTS & EASEMENTS DEPICTED HEREON FALL ENTIRELY WITHIN PLAN OF ACCESS CORRIDOR CPR 5452 
MAPSHEET MUNICIPAL CODE No. 123	LAST GPI No.	SEE PLAN: FOR SURVEY NOTES P137103	ALL EXISTING SURVEY NUMBERS TO BE CROSS REFERENCED ON THIS PLAN
ALL CONNECTING DISTANCES EXTEND TO THAT SIDE OF THE EASEMENT DEFINED BY BEARING & DISTANCE HEREON UNLESS OTHERWISE SHOWN			

# FOLIO PLAN

RECORDER OF TITLES

Issued Pursuant to the Land Titles Act 1980

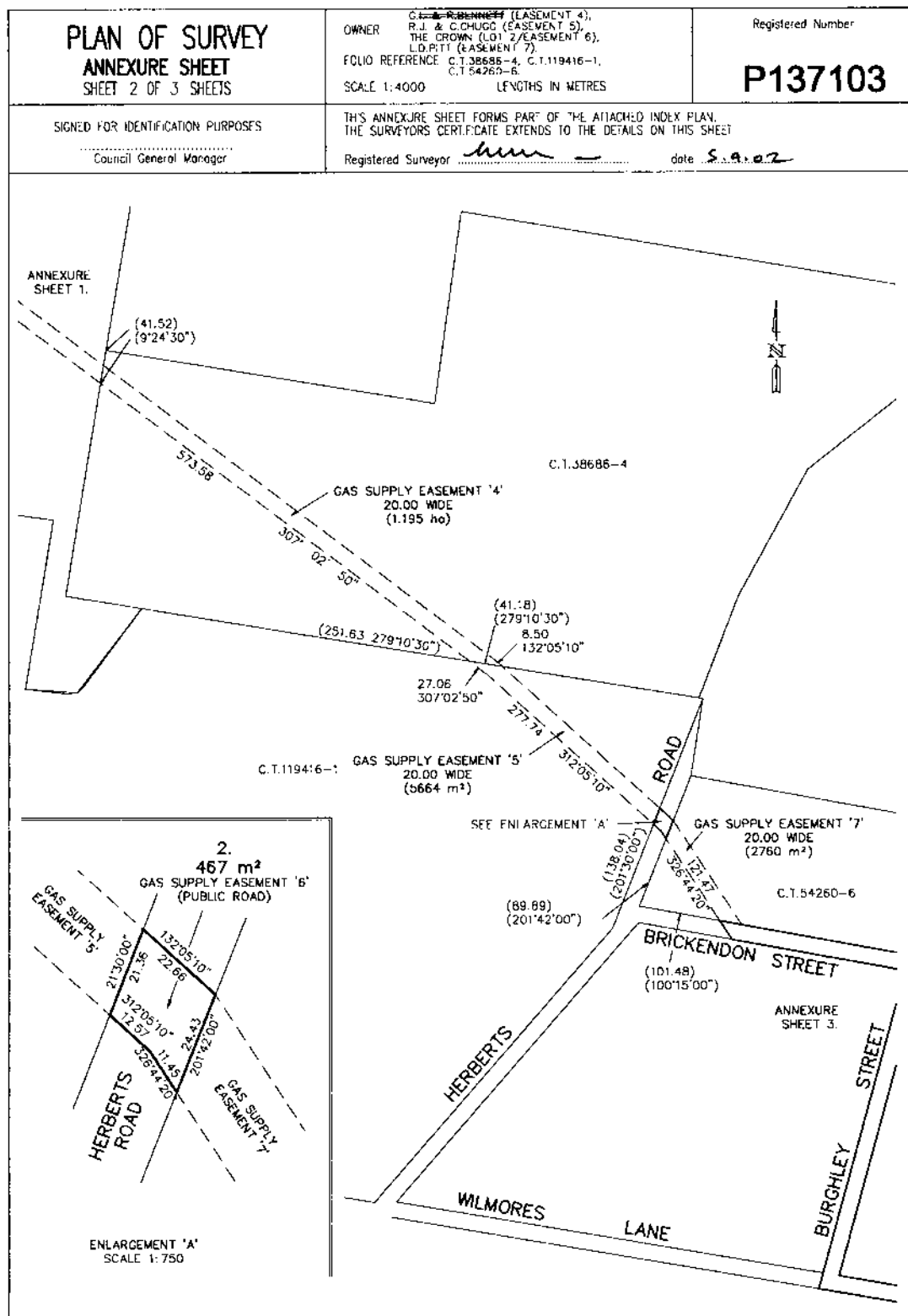




## FOLIO PLAN

RECORDER OF TITLES

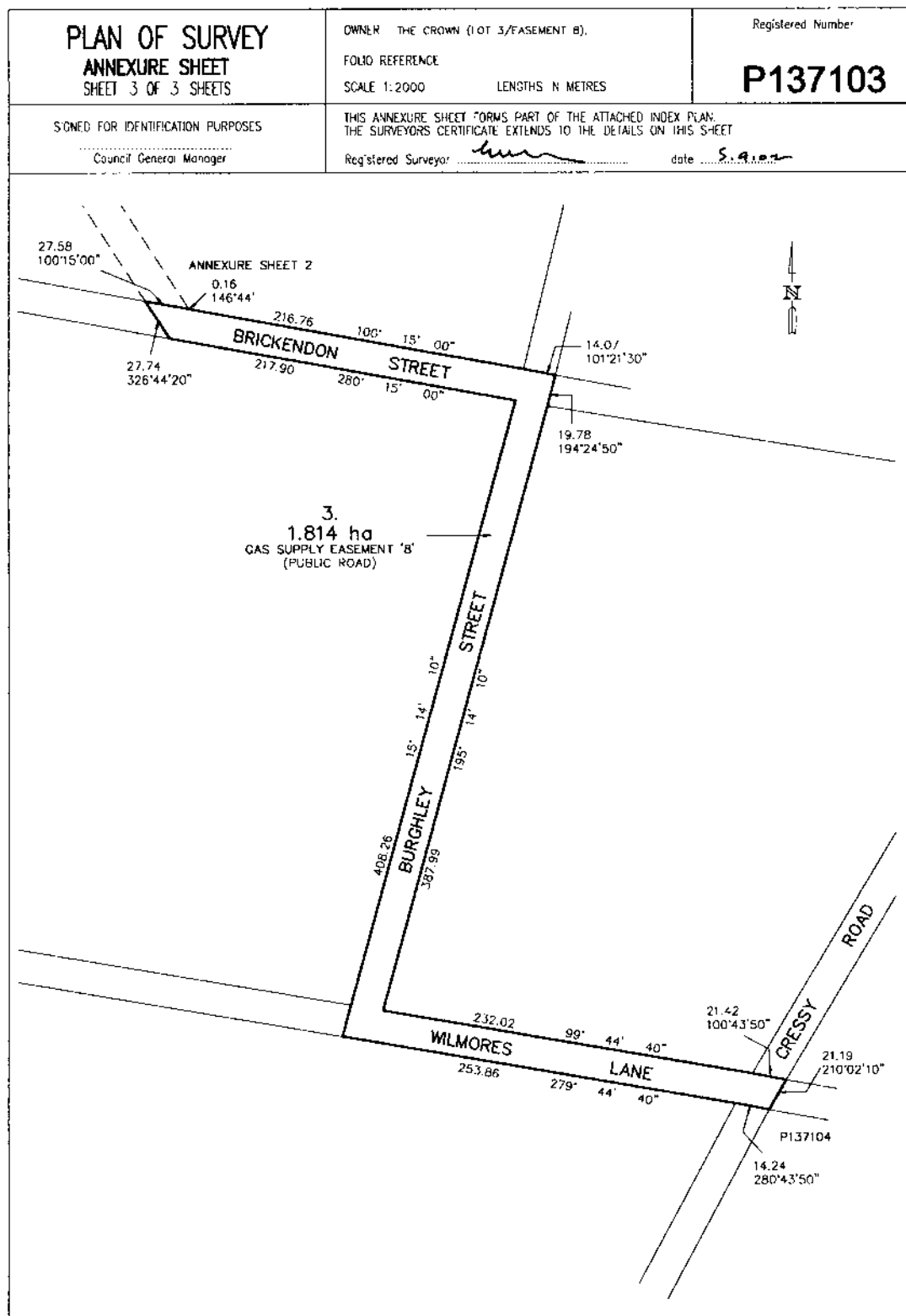
Issued Pursuant to the Land Titles Act 1980



**FOLIO PLAN**

RECORDER OF TITLES

Issued Pursuant to the Land Titles Act 1980



**Appendix D: Proposal Plans**



**DRAWING SCHEDULE**

A00	COVER PAGE
A01	LOCALITY PLAN
A02	SITE PLAN #1
A03	SITE PLAN #2
A04	ELEVATIONS #1
A05	ELEVATIONS #2
A06	3D VIEWS

**PROJECT INFORMATION**

BUILDING DESIGNER:	GRANT JAMES PFEIFFER
ACCREDITATION No:	CC2211T
LAND TITLE REFERENCE NUMBER:	54261/7 & 54260/6
PROPOSED CONTAINER DOMES:	560.0 m <sup>2</sup>
PROPOSED SHED EXTENSION	36.0 m <sup>2</sup>
DESIGN WIND SPEED:	N3
SOIL CLASSIFICATION:	UNKNOWN
CLIMATE ZONE:	7
BUSHFIRE-PRONE BAL RATING:	N/A
ALPINE AREA:	N/A
CORROSION ENVIRONMENT:	LOW
FLOODING:	UNKNOWN
LANDSLIP:	NO
DISPERSIVE SOILS:	UNKNOWN
SALINE SOILS:	UNKNOWN
SAND DUNES:	NO
MINE SUBSIDENCE:	NO
LANDFILL:	NO
GROUND LEVELS:	REFER PLAN
ORG LEVEL	N/A

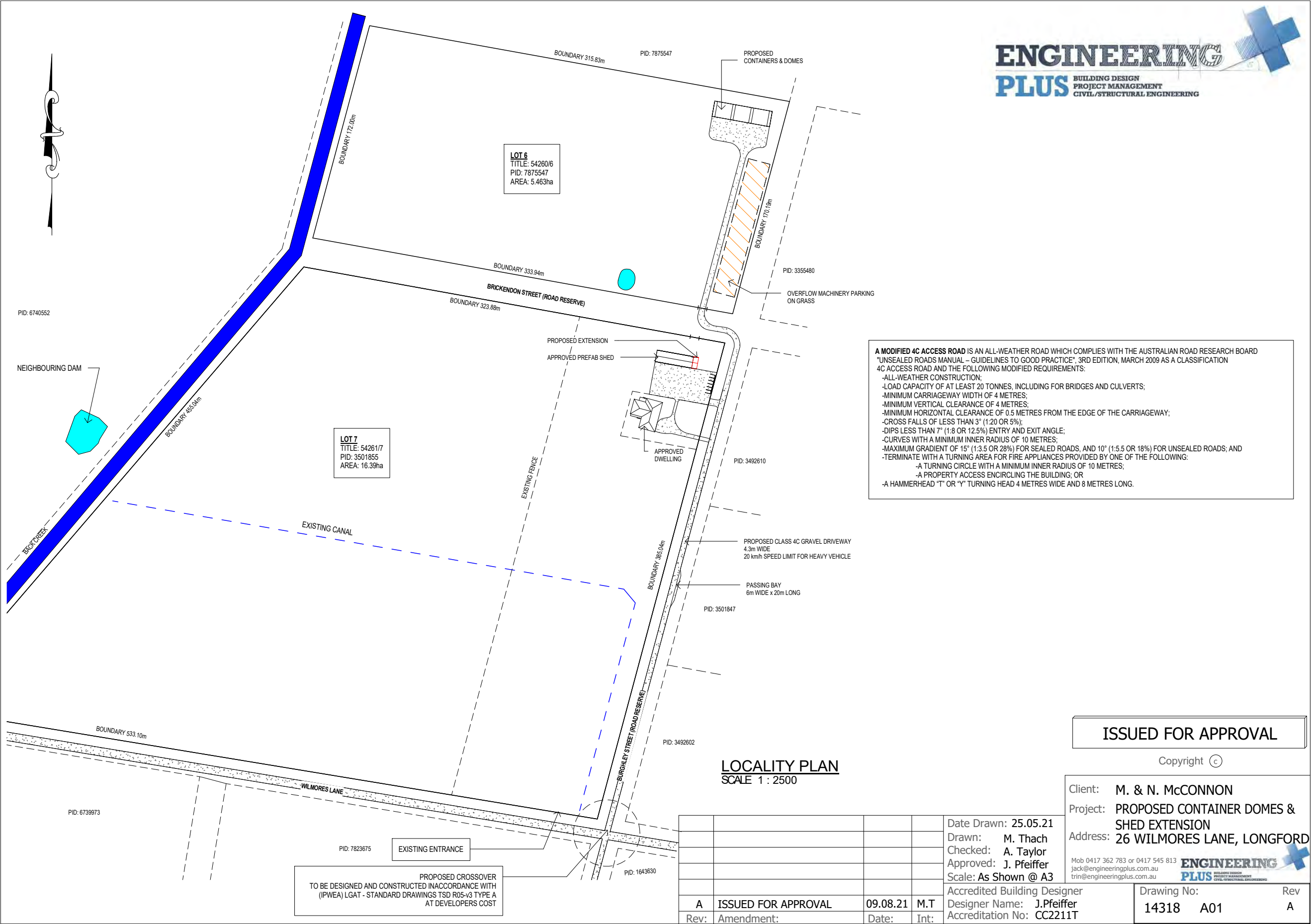
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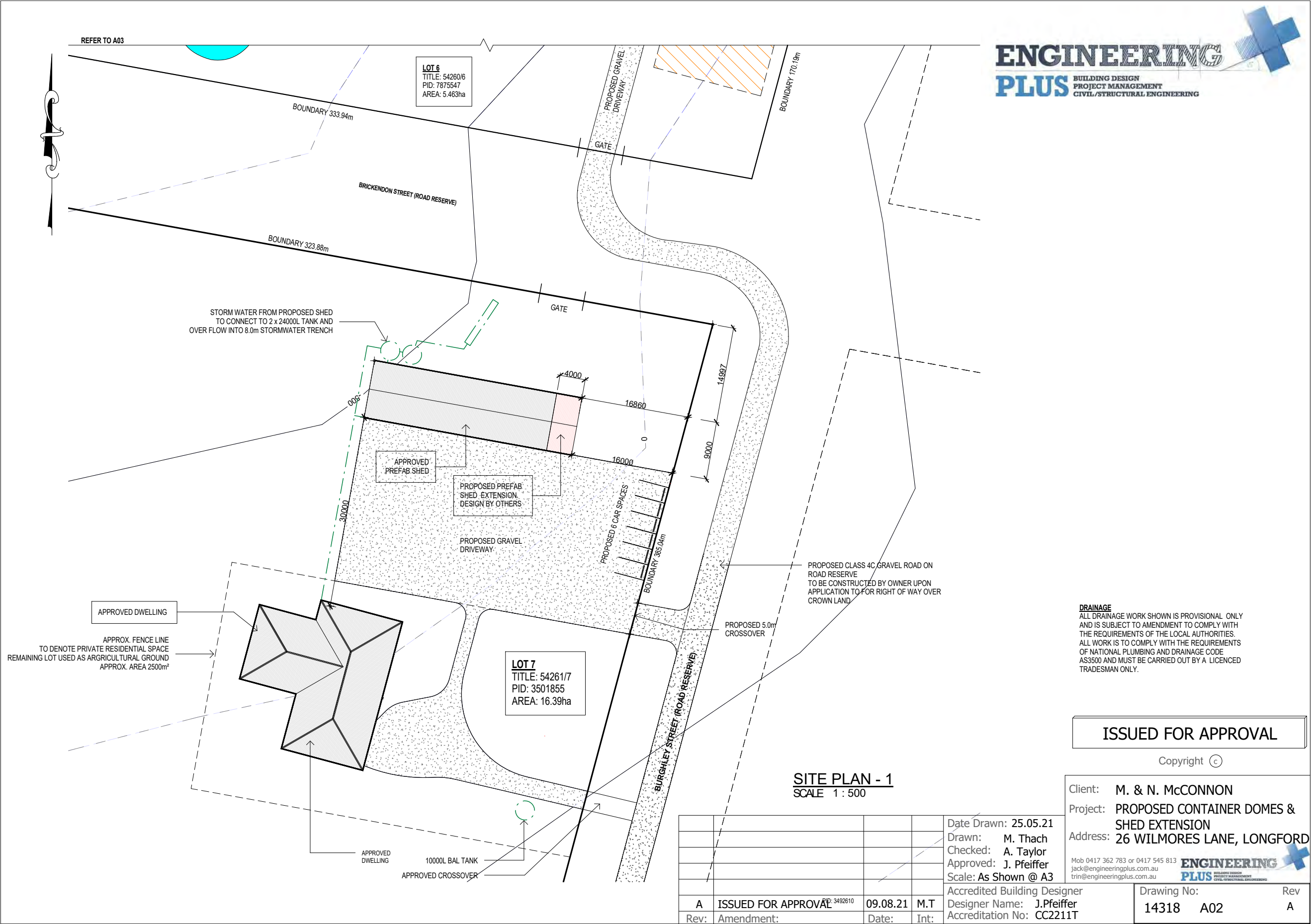
M & N McCONNON 26 WILMORES LANE & 86 BURGHLEY ST,  
LONGFORD

NORTHERN MIDLANDS COUNCIL

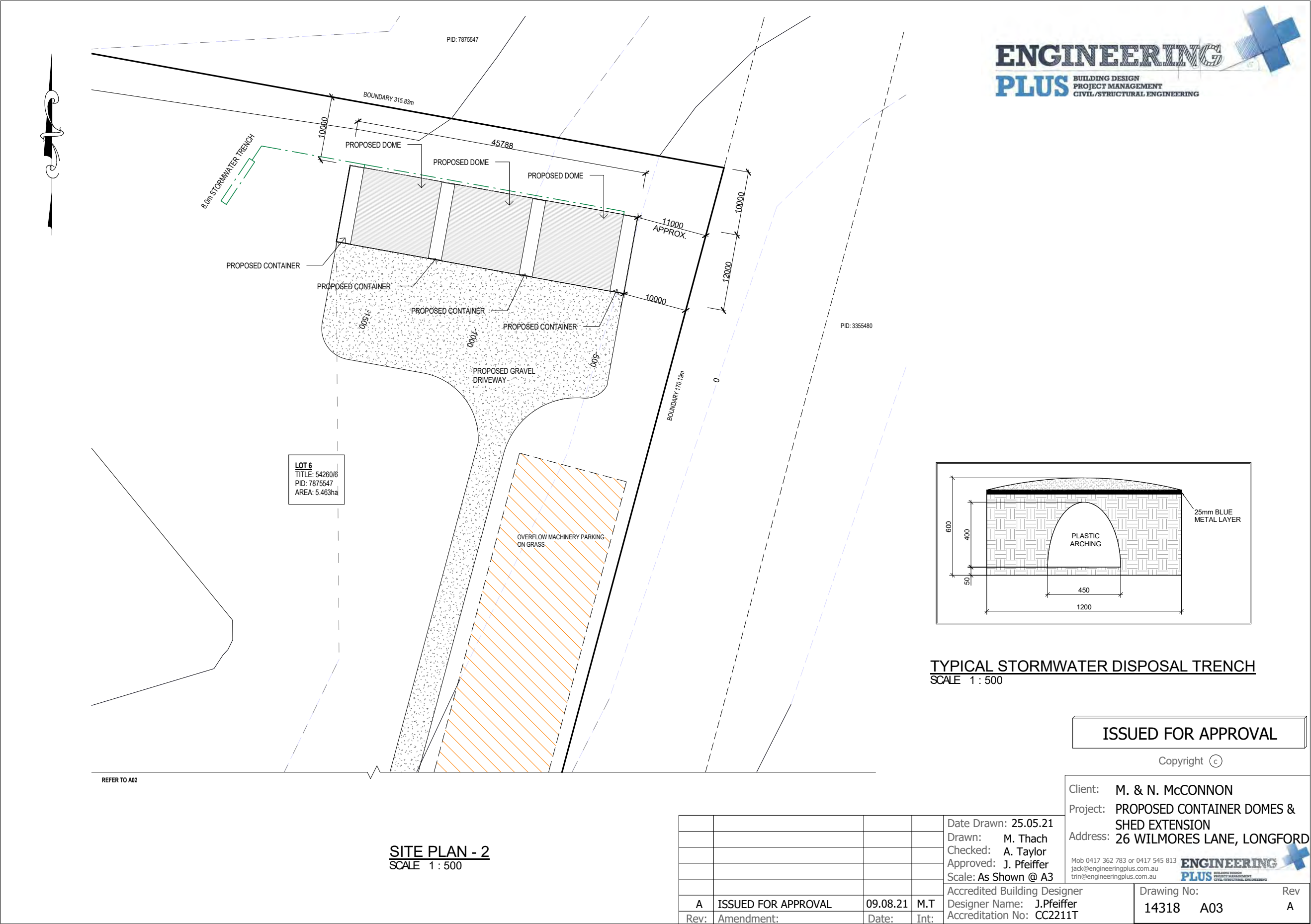
**ISSUED FOR CONSTRUCTION**

81 Elizabeth Street, Launceston, Tasmania 7250 [jack@engineeringplus.com.au](mailto:jack@engineeringplus.com.au), [trin@engineeringplus.com.au](mailto:trin@engineeringplus.com.au)  
Jack 0417 362 783 or Trin 0417 545 813

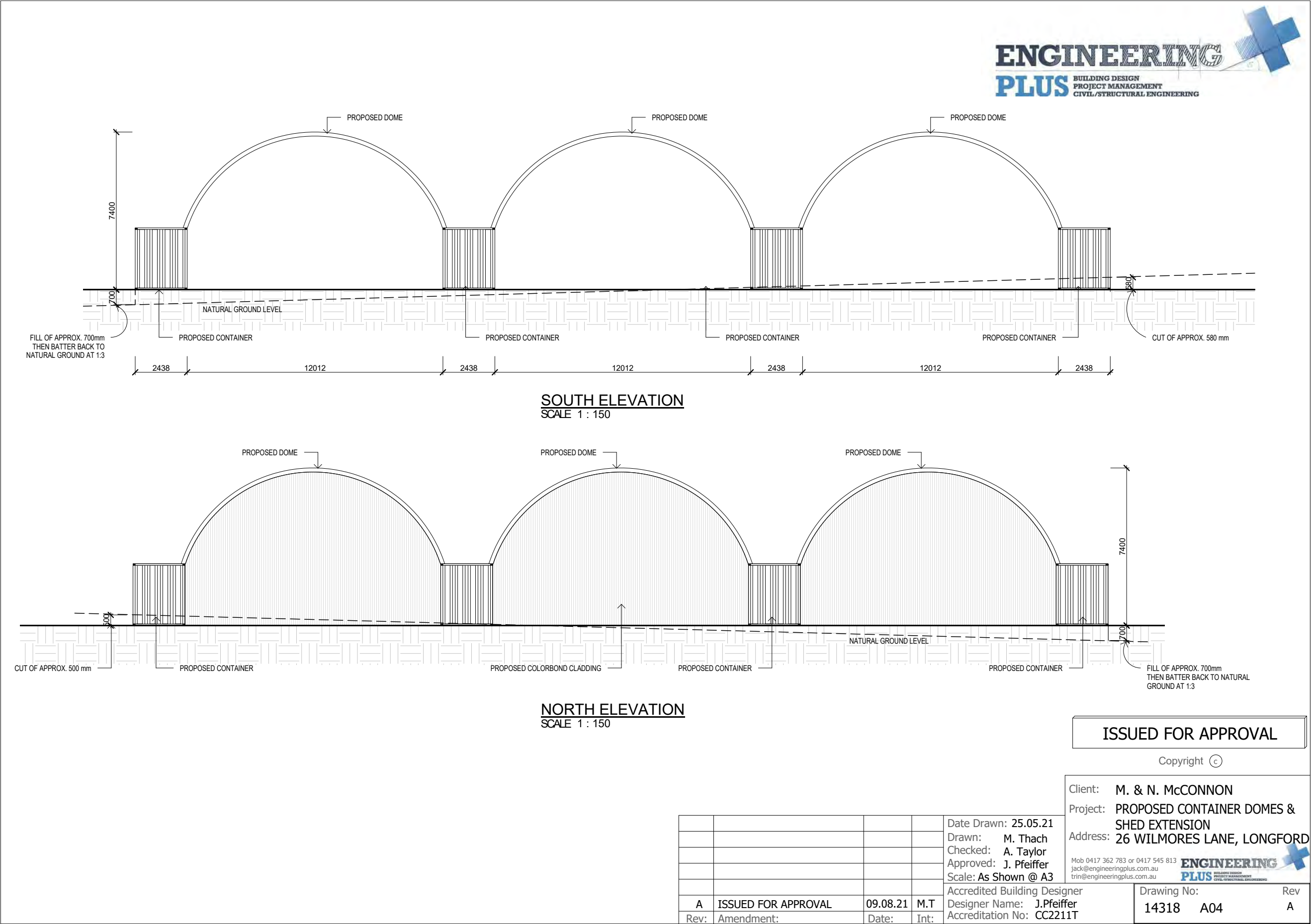


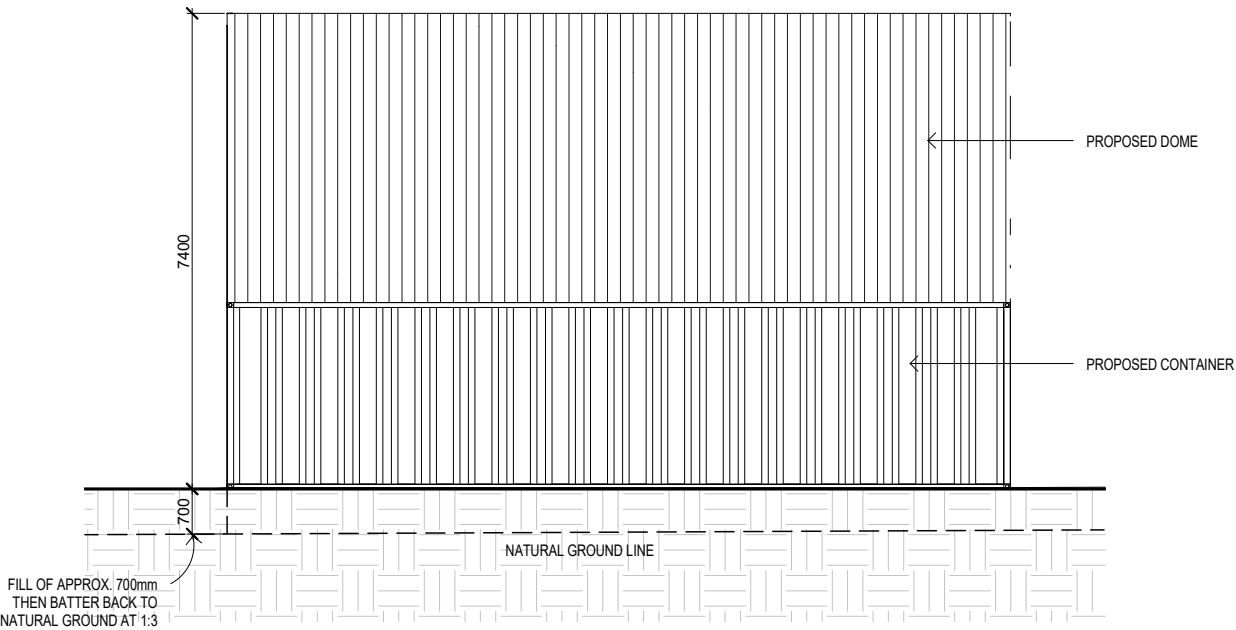




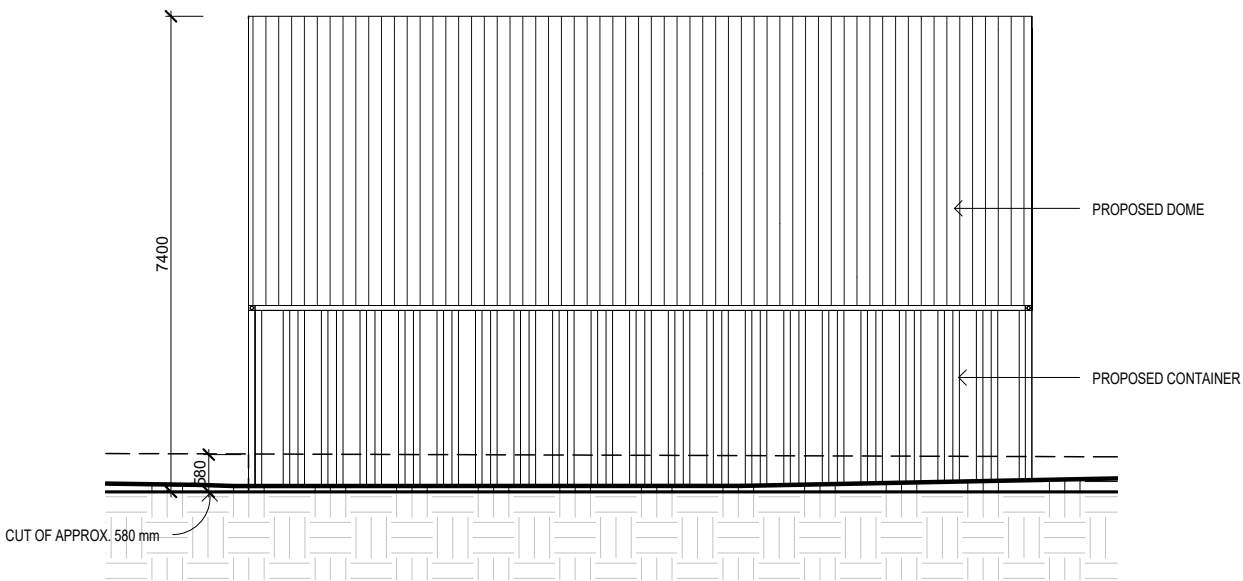








WEST ELEVATION  
SCALE 1 : 100



EAST ELEVATION  
SCALE 1 : 100

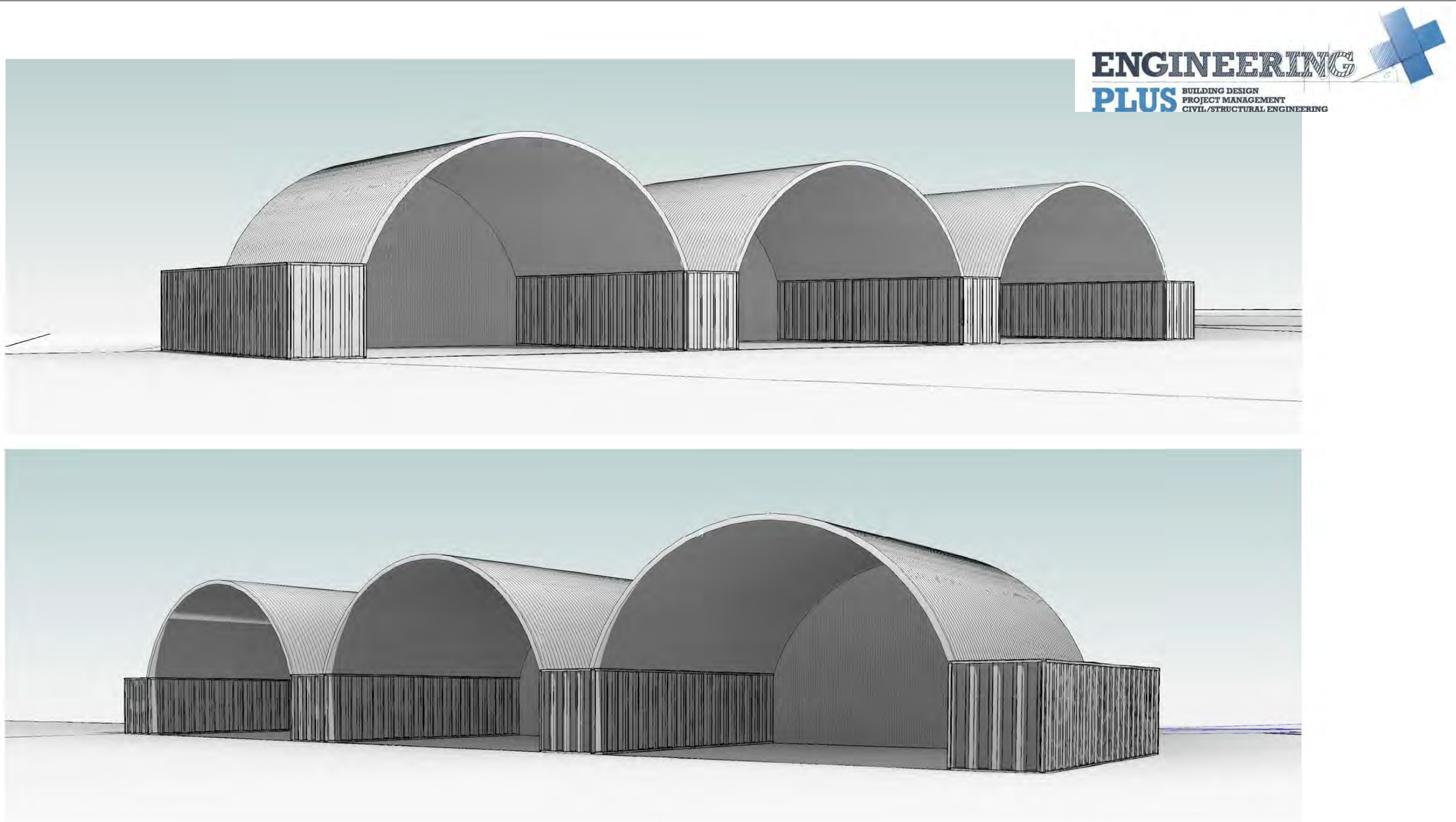
ISSUED FOR APPROVAL

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Client: M. & N. McCONNON  
Project: PROPOSED CONTAINER DOMES & SHED EXTENSION  
Address: 26 WILMORES LANE, LONGFORD  
Mob 0417 362 783 or 0417 545 813  
jack@engineeringplus.com.au  
trin@engineeringplus.com.au



				Date Drawn: 25.05.21	
				Drawn: M. Thach	
				Checked: A. Taylor	
				Approved: J. Pfeiffer	
				Scale: As Shown @ A3	
				Accredited Building Designer	
				Designer Name: J.Pfeiffer	
				Accreditation No: CC2211T	
A	ISSUED FOR APPROVAL	09.08.21	M.T	Drawing No: 14318 A05	Rev A
Rev:	Amendment:	Date:	Int:		



ISSUED FOR APPROVAL

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Client: M. & N. McCONNON  
Project: PROPOSED CONTAINER DOMES & SHED EXTENSION  
Address: 26 WILMORES LANE, LONGFORD  
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jack@engineeringplus.com.au  
trin@engineeringplus.com.au



				Date Drawn: 25.05.21
				Drawn: M. Thach
				Checked: A. Taylor
				Approved: J. Pfeiffer
				Scale: As Shown @ A3
				Accredited Building Designer
				Designer Name: J.Pfeiffer
				Accreditation No: CC2211T
A	ISSUED FOR APPROVAL	09.08.21	M.T	
Rev:	Amendment:	Date:	Int:	

Drawing No: 14318 A06  
Rev A

**FRONT ELEVATION**

**REAR ELEVATION**

**RIGHT ELEVATION**

**LEFT ELEVATION**

**QUOTATION NO.LEG110297-2**

**QUOTATION FOR**  
**MARTY MCCONNOR**  
**EXTENSION TO EXISTING BUILDING**

<b>KIT MATERIALS AS DETAILED</b>	<b>\$7,710.00</b>
<b>FORM 55 (IF REQUIRED)</b>	<b>\$770.00</b>
<b>TOTAL</b>	<b>\$8,480.00</b>

GST OF \$700.91 INCLUDED IN THE ABOVE AMOUNT

QUOTE VALID FOR 14 DAYS FROM THE 23/12/2020. SUBJECT TO ACCEPTANCE OF OUR TRADING TERMS AND CONDITIONS OF SALE.

PLEASE REFER TO PAGE 2 FOR INCLUSION SPECIFICATIONS, PRODUCT AND COMPONENT INFORMATION

Assumed Design Loadings  
Region A to Terrain Category 2.0  
Regional Wind Speed - 45 m/s / Design Wind Speed - 45 m/s  
Internal Pressure Coefficient +0.2 to +0.7

We only use industry leading Australian Manufacturers

**Tasmania's Best Value Garages & Sheds**

23 DALMATION CRT LEGANA TAS 7277  
PH: 1800 750 649 FAX: 1800 750 649  
ANY SHED, ANY SIZE  
Furm PEB Software Concepts Software Version 10.23

PAGE 1 OF 2

All our buildings are made from BlueScope® materials

W									
BAY 1	BAY 2	BAY 3	BAY 4	BAY 5	BAY 6	BAY 7	BAY 8	BAY 9	
4000	4000	4000	4000	4000	3000	3000	3000	4000	
RD	RD	RD	P	W					

**FLOOR PLAN**

**QUOTATION NO.LEG110297-2**  
**QUOTATION FOR**  
**MARTY MCCONNON**  
**EXTENSION TO EXISTING BUILDING**

EXTENSION TO EXISTING SHED  
 ROOF: 0.42 BMT (0.47 TCT) TRIMDEK - MONUMENT  
 WALLS: 0.42 BMT (0.47 TCT) TRIMDEK - IRONSTONE  
 CORNERS: FLASHINGS SUPPLIED  
 GUTTER: HI-FRONT QUAD GUTTER - MONUMENT  
 DOWNPIPE: 100x50 RECT. - IRONSTONE  
 VERTICAL WALL CLADDING  
 NEW GIRTS TO EXISTING RH BAYS 6-8  
 SHEETING TO EXISTING RH BAYS 6-8  
 4000 EXTENSION TO REAR OF EXISTING BUILDING  
 NEW REAR GABLE WALL OPEN  
 TOPHAT PURLINS/GIRTS WITH C100 EAVES  
 DELIVERY CHARGE: DELIVERY TO SITE INCLUDED

**SHED CORP**  
**TASMANIA**  
*Tasmania's Best Value Garages & Sheds*  
 23 DALMATION CRT LEGANA TAS 7277  
 PH: 1800 750 649 FAX:1800 750 649  
 ANY SHED, ANY SIZE

Furn PEB Software Concepts Software Version 10.23

**Appendix E: Noise Survey Report**

## **Newton Safety & Consulting Services**



**McConnon Ag Contracting**  
**26 Wilmores Lane**  
**Longford**

**Noise Exposure Monitoring**

**22nd June 2021**



## Introduction

Newton Safety & Consulting Services was engaged by McConnon Ag Contracting, to undertake noise monitoring at 26 Wilmores Lane Longford within the yard area & background noise adjacent to the address.

It is understood that McConnon Ag Contracting wish to determine the level of noise exposure to surrounding properties from the site, in order to adopt appropriate control measures to limit these exposures to levels below the Exposure Standard.

Area noise monitoring were conducted during day working hours on 22nd June 2021. As far as practicable noise measurements were taken over representative time periods during normal operations.

This report documents the results of monitoring performed on 22nd June 2021.

## Method

### Area Noise

Area noise level measurements were conducted using a Rion N-L32 Sound Level Meter With Nata certification till 24/8/2022, Digitec Sound Meter DSM1, and Guest Electronics M28 Sound Data logger were also used as back monitors over the distance of 240 meters from the house. Noise levels were measured at approximately 1500mm height during normal operations. The Rion NL-32 & Guest M28 units were calibrated prior to monitoring period with their own Sound Calibrators.

## Definitions

Throughout this report, reference will be made to parameters associated with noise measurement. They are defined as: **Decibel (dB)** is the unit for measuring sound levels.

**Exposure standard for noise** is defined in the *Work Health and Safety Regulations 2012* as an  $L_{Aeq,8h}$  of 85 dB(A) or an  $L_{C,peak}$  of 140 dB(C). There are two parts to the exposure standard for noise because noise can either cause gradual hearing loss over a period of time or be so loud that it causes immediate hearing loss.

**$L_{Aeq,8h}$**  means the eight hour equivalent continuous A-weighted sound pressure level in decibels, referenced to 20 micropascals, determined in accordance with *AS/NZS 1269.1*. This is related to the total amount of noise energy a person is exposed to in the course of their working day. It takes account of both the noise level and the length of time the person is exposed to it. An unacceptable risk of hearing loss occurs at  $L_{Aeq,8h}$  values above 85 dB(A).

**$L_{C,peak}$**  means the C-weighted peak sound pressure level in decibels, referenced to 20 micropascals, determined in accordance with *AS/NZS 1269.1*. It usually relates to loud, sudden noises such as a gunshot or hammering.  $L_{C,peak}$  values above 140 dB(C) can cause immediate damage to hearing.

## Results and Discussion

### Area & Background Noise Survey

Results of area noise measurements are displayed in Table 3 and discussed below.

**Table 3: Area Noise Survey – 22nd June 2021**

Location / Task	Measurement Position	Duration (hh:mm)	L <sub>Aeqt</sub> dB(A)	L <sub>Peak</sub> dB(C)
Test point 1@ level with Neighbouring House as per test plan. (minimal activity)	1.5 Metre Height	5;00	48.8	90.8
Test point 2, 120 metres from house	1.5 Metre Height	04:00	45	90.56
Test point 3, 240 metres from house	1.5 Metre Height	05.00	62.8	106.1
Background noise at test point 1 @18.10	1.5 Metre Height	00:15	46.2	85.6

All locations monitored in the Area Noise Survey on 22 June 2021 and subsequent results are listed in Table 3. The conditions monitored were as a above normal day for movement along this section of road,

The L<sub>Cpeak</sub> noise levels were recorded up to 106 dB(A) on the day of monitoring. It was observed that testing of Harvesting machines were carried out on this day at **test point 3**, but levels reduced a **test point 2**, but then increased due to road noise from trucks on both Wilmores road & Cressy roads as observed during the test period as show in **test point 1** results .

### Conclusion

Under the conditions assessed, all readings were normalised to average levels to give a better window of observation for the noise exposure levels.

The results indicate that the readings were below the 50 Db standard for environmental background noise over the day at Test point 1, and that all testing was carried out from 10.00am through to 18.15pm.

All Background noise taken for the area were low on average as shown in table 3, as stated earlier some of the peaks would have come from traffic passing on both Cressy Road & Wilmore Road as trucks flow along both roads at a rate of one truck every 10-15 minutes as this was noted during the observations and testing period on the day.

Weather condition on the day varied from NW through to SW light breeze on the day and normal prevailing wind is from these directions through the year on review of past BOM observations.

During the test period large vehicle movements were as follows.

- 1 Truck drove out @ 10:49 & returned @ 11:35,
- 2 2 Harvesters & lead vehicle Driving out from lane @ 12:12 & returned @ 12:29,
- 3 Truck & trailer drove out @ 12:56 & returned @ 14:17.

This is “**Not**” normal traffic flow over a standard day, but done to provide information for sound levels produced & Dust sampling that was being conducted on the day, I have also attached Appendix A being standard guide for permissible hours of use of machinery.

### Brief Note about McConnon Ag Activities:

Being seasonal work there is not much traffic on the 26 Wilmore lane outside of the period from mid-December to the end of April and come the second half of April work drops off significantly.

Basically once the 7 Harvesters leave the property anywhere between mid-December to the beginning of January, they will generally not return until April sometime. They may return due to breakdown repairs or clean up between crop types, or once or twice as they move around the Northern Midlands between jobs.

The trucks operate around the same period as they are used to support the movement of grain away from the Harvesters. Occasionally they will operate outside this period if a client requires a job to be done.

The trucks are housed at our property over night during the season and will generally leave the yard sometime between 6am – 10am and return between varying times in the later part of the day or evening. These times can vary significantly depending on job scheduling or if there is inclement weather they may sit in the yard idle for up to a week.

Throughout the season we also have the fuel truck refuelling at least once a week but generally this will happen sometime between 7am – 5pm Monday to Friday.

For the rest of the year (May – November) McConnon Ag Contracting park all the gear go into care & maintenance during May might involve a couple of employees on site for 1-2 weeks helping with clean downs and then a mechanic on site for 2-3 weeks pulling machines apart. From around September onwards we start reassembling machines which couple include a couple of mechanics and a couple of employees onsite reassembling machines.

**Signed:**

**Peter Newton**

## Appendix A

### Permissible Hours of Use

The [Noise Regulations](#) include the following Permissible Hours of Use\* for various types of machinery used on residential premises, including residential construction sites.

Machinery cannot be used outside the Permissible Hours of Use if it can be heard, or is likely to be heard, within a habitable room in another home (e.g. in a living room or a bedroom).

Type	Permissible Hours of Use
Lawnmowers and other power garden maintenance equipment	Monday to Friday: 7 am to 8 pm Saturday: 9 am to 8 pm Sunday and Public Holidays: 10 am to 8 pm
Chainsaws (Note: may be used for domestic garden maintenance on only one day in any 7 consecutive days)	Monday to Friday: 7 am to 6 pm Saturday: 9 am to 6 pm Sunday and Public Holidays: 10 am to 6 pm
Musical instruments and sound amplifying equipment	Monday to Thursday: 7 am to 10 pm Friday: 7 am to midnight Saturday: 9 am to midnight Sunday and Public Holidays: 10 am to 10 pm
Motor vehicles, motor vessels & outboard motors (unless moving in and out of premises)	Monday to Friday: 7 am to 6 pm Saturday: 9 am to 6 pm Sunday and Public Holidays: 10 am to 6 pm
Portable apparatus (e.g. power and percussion tools, compressors, pumps, generators and cement mixers)	Monday to Friday 7 am to 6 pm Saturday: 9 am to 6 pm Sunday and Public Holidays: 10 am to 6 pm
Mobile machinery, forklift trucks and industrial motor vehicles (e.g. tractors, graders, rollers & cranes)	Monday to Friday: 7 am to 6 pm Saturday: 8 am to 6 pm Sunday and Public Holidays: 10 am to 6 pm

**Note:** This Appendix refers to domestic housing location, not rural location which 26 Wilmore Lane is located at.

***Disclaimer:***

This report has been prepared in accordance with the scope provided by McConnon Ag Contracting. No responsibility will be accepted for misleading, false or non-disclosure of information presented during or after the assessment.

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SAMPLE PLAN for 26 Wilmores Lane , Longford.





**Appendix F: Dust and Silica Exposure Assessment**



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## **Occupational Dust & Silica Exposure Assessment Air Monitoring**

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McConnon Ag  
Contracting, 26  
Wilmores Lane,  
Longford

---

**Project No: 7908**

---



ABN: 97 107 517 144  
74 Minna Road  
Heybridge TAS 7316  
Ph: (03) 6431 2999

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PO Box 651  
Burnie TAS 7320  
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## Document Control

Prepared & Published by: ES&D  
 Version: Final  
 File: 7908  
 Contact: Rod Cooper  
 Phone No:  
 Prepared For: Marty McConnon

Version:			Date:
DRAFT 1	Peter Newton	ES&D	25/6/2021
REVIEW	Rod Cooper	ES&D	5/7/2021
FINAL	Rod Cooper	ES&D	11/7/2021

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<b>5</b>	<b>Methodology.....</b>	<b>5</b>
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## **1 Introduction**

Environmental Service and Design (ES&D) have conducted a dust and silica exposure assessment of 26 Wilmores Lane, Longford (Property ID 3501855, Title Ref. 54261/7 ). 26 Wilmores Lane is currently occupied by McConnon Ag Contracting.

Sampling was conducted by Newton Safety Consulting Services with the objective to look at a worse case scenario with dry laneways and excessive traffic. The assessment was conducted 22<sup>nd</sup> of June 2021.

## 2 Site Activity Description

General Operations occur with movements of machinery as they exit from site during harvesting season & return on occasions for maintenance or repair over the summer to the site. During the autumn period machinery goes into care & maintenance / shutdown through the winter period. For the majority of the year traffic onto and off of the property at 26 Wilmores Lane (being McConnon Ag Contracting) is very low.

## 3 Health Hazards

A risk assessment conducted on site activities found that there is acceptable risk to receptors on or off the site. Even so silica dust from road gravel could be seen as risk and so it was assessed, being no other dust risk exists. Depending on the level of exposure, the inhalation of silica may cause diseases such as silicosis, lung cancer, bronchitis, emphysema and kidney disease (Safe Work Australia, 2019). General nuisance dust loadings have guidelines and is sampled as an 8 hour average. We must stress that silica exposure has never been seen as a health concern in open space such as the site under investigation. The DustTrack unit measures instant dust levels to determine peak dust emissions when heavy equipment passes. This assessment is about assessing peak impacts that could occur to show that the risks are insignificant.

## 4 Exposure Standards

The National Exposure Standards are included in Table 1 in the results sections below. They are a time weighted average airborne concentration of a particular substance permitted over an eight-hour working day and a 5-day working week. Adjustments may be required where work shifts exceed 8-hours or for greater than a 5-day working week.

## 5 Methodology

2 air pumps were fitted with SKC cyclone samplers containing a pre-weighed 25mm PVC filter. They were set to 2.2 L/min and ran for 6 hours. Sampling was undertaken during a day of general gravel road use, 22/6/2021. Sampling was conducted in accordance with AS/NZS 2985-2009 Workplace atmospheres – Method for sampling and gravimetric determination of respirable dust.

Static samples were positioned beside the fence at 26 Wilmores Lane on the property drive for background reading being Pumps 1 & 2, both were placed 5 metres from the gravelled roadside adjacent to the property shown in Figure 1 & Appendix 1 which shows locations of sample pumps.

Dust Trak unit was also used within this zone for a duration period of 4 hours recording low levels during this period by machine & visual checks on the day. Bureau of Meteorology wind data for the location closest to Longford, Launceston Airport, shows that the most common and strongest wind direction in Autumn is Southerly, Westerly and North Westerly during the day. The Dust Trak unit was there to pick up any silica or dust particles leaving the sites road edge. Even so in this case it suffices as a background based on the results. Appendix 2 shows the sampling locations. Appendix 3 shows the workings for the day.



**Figure 1: Pump locations**

7860 26 Wilmores Lane air monitoring

## 6 Results

Table 1 shows the sample pump results compared to Safe Work Australia's workplace exposure standards for airborne contaminants 2018 over a Time Weighted Average (TWA). Results were given in mg/filter and corrected to  $\text{mg}/\text{m}^3$  based on run time and pump speed. NATA certification is shown in Appendix 3.

**Table 1 – Exposure standards and results**

Analyte	LOR (mg/filter )	Pump 1 ( $\text{mg}/\text{m}^3$ )	Pump 2 ( $\text{mg}/\text{m}^3$ )	Dust Trak ( $\text{mg}/\text{m}^3$ )	Exposure Standard (TWA) $\text{mg}/\text{m}^3$
Respirable dust	0.01	<b>&lt;0.012</b>		<b>0.015</b>	<b>3</b>
Crystalline silica (respirable dust)	0.01		<b>&lt;0.012</b>		<b>0.02</b>

*Note: LOR = the laboratory's limit of reporting. Bold indicates a value over the LOR, and bold and red indicates a value that exceeds the exposure standard.*

**Calculation** Pumps set on 2.2 L/m for 6 hours = 720L.  
**Lab results were <10 ug thus 0.01mg/720L.**  
**Thus <0.012 mg/m<sup>3</sup>**

## 7 Discussion and Conclusion

Table 1 shows that the background filter (pump 1) collected low to no silica or dust, the stationary filter (filter 2) was also below detection limits and well below the exposure standard and the personal respirable dust sample was 90% of the OEL. Based on this data, the following can be concluded:

- The respirable dust and silica leaving site was negligible.
- Even with excessive use the dust impacts are not detectable.
- Activity on the site does not and is not likely to create nuisance.

It was also observed that the road near the drive to McConnon Ag Contracting is used by normal traffic being Cemetery Road, had vehicles over it during the test period and there is no speed limit within this road. The road being gravel would contribute significantly to the dust within the area. Several other businesses nearby also have the capacity to generate significant dust levels in the area.

The findings are that the risk assessment of a worse case scenario found absolutely no risk to health or the environment from day to day activity on the site. Observations were that there are several other businesses in the immediate area that would create similar dust impacts and so at worst, activity on the site would be considered normal background activity.

It is possible that in the middle of summer on warm windy days that dust could be generated on all of the sites in the area, but this would be visual and would not cause increased risk.

We recommend that based on the dust assessment that no management measures need to be imposed and the site is suitable for its intended use.



Rod Cooper.



CEnvP Site Contamination Specialist



## References

Workplace Exposure Standards for Airborne Contaminants, Safe Work Australia, 2018

<https://www.safeworkaustralia.gov.au/silica> (accessed 25/6/2021)

Bureau of Meteorology wind speed and direction data,

[http://www.bom.gov.au/climate/averages/wind/selection\\_map.shtml](http://www.bom.gov.au/climate/averages/wind/selection_map.shtml) (accessed 22/6/2021)

## • Limitations

ES&D has prepared this report in accordance with the care and thoroughness of the consulting professions. It was based on accepted practices and standards at the time it was prepared. No other warranty, expressed or implied, is made as to the professional advice included in this report. It is prepared in accordance with the scope of work and for the purpose outlined.

This report was prepared during June 2021 and is based on the conditions encountered and information reviewed at the time of preparation. ES&D disclaims the responsibility for any changes that may have occurred after this time.

This report should be read in full. No responsibility is accepted for any use of any part of this report in any other context or for any other purpose or by third parties. This report does not purport to give legal advice.

Subsurface conditions can vary across a site and cannot be explicitly defined by these investigations. It is unlikely therefore that the results and estimations expressed in this report will represent the extreme conditions within the site.

The information in this report is accurate at the date of issue and is in accordance with conditions at the site at the dates sampled.

This document and the information contained herein should only be regarded as validly representing the site conditions at the time of the investigation unless otherwise explicitly stated in a preceding section of the report.

No warranty or guarantee of property conditions is given or intended.

## Appendix 1 – Sample Points

Adjacent to House



Location for sample pumps near fence line



7860 26 Wilmores Lane air monitoring

## Appendix 2 – Working & Weather Conditions



Harvester & Truck Movements as part of tests



Passing Truck in day

TUESDAY	22/06/2021	Weather Observation						
Time(AEST)	Temp(°C)	Feels Like(°C)	Humidity (%)	Wind Direction	Wind Speed(km/hr) (m/sec)	Wind Gust(km/hr) (m/sec)	Pressure (hPa)	Rainfall since 9 am (mm)
5:00 PM	7.9	6.1	94	SSW	6.7	6.7	1027.8	0
4:58 PM	7.9	6.1	94	SSW	6.7	7.4	1027.8	0
4:30 PM	8.6	6.7	92	S	7.4	9.5	1027.9	0
4:00 PM	9.2	7.5	90	SSE	6.7	7.4	1027.9	0
3:30 PM	10	9.1	86	W	2.1	7.4	1027.8	0
3:00 PM	10	7.1	88	W	13.7	15.8	1028.2	0
2:30 PM	9.5	6.5	88	WSW	13.7	15.8	1028.2	0
2:00 PM	10.1	7.5	86	SW	11.6	13.7	1028.3	0
1:30 PM	10.5	8.7	85	SSW	7.4	9.5	1028.4	0
1:00 PM	9.6	7.4	90	S	9.5	11.6	1028.7	0
12:30 PM	9.4	7.2	90	SSW	9.5	11.6	1029.4	0
12:00 PM	9.3	7.4	89	SSW	7.4	9.5	1029.9	0
11:53 AM	9.5	7.7	90	SSW	7.4	9.5	1030	0
11:34 AM	9.4	7.7	93	S	7.4	11.6	1030.4	0
11:30 AM	9.1	7.2	91	S	7.4	9.5	1030.4	0
11:00 AM	8.2	6.4	97	S	7.4	9.5	1030.8	0
10:58 AM	7.8	5.9	98	SSW	7.4	9.5	1030.8	0
10:30 AM	7.2	5.2	99	SSW	7.4	11.6	1031.1	0
10:19 AM	6.9	4.5	99	SSW	9.5	13.7	1031.2	0
10:05 AM	7	5	99	S	7.4	11.6	1031.2	0
10:00 AM	6.7	5.2	99	SSE	4.2	7.4	1031.1	0
9:30 AM	6.4	4.8	99	SW	4.2	7.4	1030.7	0
9:00 AM	4.9	3.7	98	CALM	0.0	0.0	1030.8	0.2

Tuesday Forecast

7860 26 Wilmores Lane air monitoring

### Appendix 3 – ALS results

7860 26 Wilmores Lane air monitoring



## CERTIFICATE OF ANALYSIS

<b>Work Order</b>	<b>: EN2105472</b>	<b>Page</b>	<b>: 1 of 2</b>
<b>Client</b>	<b>: ENVIRONMENTAL SERVICE AND DESIGN PTY LTD</b>	<b>Laboratory</b>	<b>: Environmental Division Newcastle</b>
<b>Contact</b>	<b>: MR ROD COOPER</b>	<b>Contact</b>	<b>: Shirley LeCornu</b>
<b>Address</b>	<b>: 80 MINNA ROAD PO BOX 651 HEYBRIDGE TASMANIA, AUSTRALIA 7316</b>	<b>Address</b>	<b>: 5/585 Maitland Road Mayfield West NSW Australia 2304</b>
<b>Telephone</b>	<b>: +61 03 6431 2999</b>	<b>Telephone</b>	<b>: +6138549 9630</b>
<b>Project</b>	<b>: 7860 Newton Respirable Silica and Noise Assessment</b>	<b>Date Samples Received</b>	<b>: 25-Jun-2021 09:05</b>
<b>Order number</b>	<b>: ----</b>	<b>Date Analysis Commenced</b>	<b>: 25-Jun-2021</b>
<b>C-O-C number</b>	<b>: ----</b>	<b>Issue Date</b>	<b>: 25-Jun-2021 17:03</b>
<b>Sampler</b>	<b>: ROD COOPER</b>		
<b>Site</b>	<b>: ----</b>		
<b>Quote number</b>	<b>: EN/222</b>		
<b>No. of samples received</b>	<b>: 2</b>		
<b>No. of samples analysed</b>	<b>: 2</b>		



This report supersedes any previous report(s) with this reference. Results apply to the sample(s) as submitted, unless the sampling was conducted by ALS. This document shall not be reproduced, except in full.

This Certificate of Analysis contains the following information:

- General Comments
- Analytical Results

**Additional information pertinent to this report will be found in the following separate attachments: Quality Control Report, QA/QC Compliance Assessment to assist with Quality Review and Sample Receipt Notification.**

### Signatories

This document has been electronically signed by the authorized signatories below. Electronic signing is carried out in compliance with procedures specified in 21 CFR Part 11.

<i>Signatories</i>	<i>Position</i>	<i>Accreditation Category</i>
Zoran Grozdanovski	Laboratory Operator	Newcastle - Inorganics, Mayfield West, NSW

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Page : 2 of 2  
 Work Order : EN2105472  
 Client : ENVIRONMENTAL SERVICE AND DESIGN PTY LTD  
 Project : 7860 Newton Respirable Silica and Noise Assessment



### General Comments

The analytical procedures used by ALS have been developed from established internationally recognised procedures such as those published by the USEPA, APHA, AS and NEPM. In house developed procedures are fully validated and are often at the client request.

Where moisture determination has been performed, results are reported on a dry weight basis.

Where a reported less than (<) result is higher than the LOR, this may be due to primary sample extract/digestate dilution and/or insufficient sample for analysis.

Where the LOR of a reported result differs from standard LOR, this may be due to high moisture content, insufficient sample (reduced weight employed) or matrix interference.

When sampling time information is not provided by the client, sampling dates are shown without a time component. In these instances, the time component has been assumed by the laboratory for processing purposes.

Where a result is required to meet compliance limits the associated uncertainty must be considered. Refer to the ALS Contact for details.

Key : CAS Number = CAS registry number from database maintained by Chemical Abstracts Services. The Chemical Abstracts Service is a division of the American Chemical Society.  
 LOR = Limit of reporting  
 ^ = This result is computed from individual analyte detections at or above the level of reporting  
 ø = ALS is not NATA accredited for these tests.  
 ~ = Indicates an estimated value.

- Respirable Crystalline Silica analysed and reported in accordance with Airborne Dust Licence no. MLA 201800893 under the NSW Work Health and Safety (Mines and Petroleum Sites) Regulation 2014 where applicable.
- EA202: Sampling was not conducted by ALS and may not fall under accredited methods for sampling of respirable dusts. Particulates outside the respirable dust definitions under AS2985 and ISO 7708 have the potential to introduce a bias. Results should be scrutinised accordingly.

### Analytical Results

Sub-Matrix: FILTERS  
 (Matrix: AIR)

				Sample ID				
				PVC2518811 PVC2518811	PVC2518810 PVC2518810	----	----	----
				Sampling date / time	22-Jun-2021 00:00	22-Jun-2021 00:00	----	----
Compound	CAS Number	LOR	Unit	EN2105472-001	EN2105472-002	-----	-----	-----
				Result	Result	----	----	----
<b>EA202: Crystalline Silica in Airborne Dusts</b>								
Respirable Crystalline Silica	----	10	µg/filter	<10	----	----	----	----
Crystalline Silica	----	10	µg/filter	----	<10	----	----	----



## QUALITY CONTROL REPORT

<b>Work Order</b>	<b>: EN2105472</b>	<b>Page</b>	<b>: 1 of 3</b>
<b>Client</b>	<b>: ENVIRONMENTAL SERVICE AND DESIGN PTY LTD</b>	<b>Laboratory</b>	<b>: Environmental Division Newcastle</b>
<b>Contact</b>	<b>: MR ROD COOPER</b>	<b>Contact</b>	<b>: Shirley LeCornu</b>
<b>Address</b>	<b>: 80 MINNA ROAD PO BOX 651 HEYBRIDGE TASMANIA, AUSTRALIA 7316</b>	<b>Address</b>	<b>: 5/585 Maitland Road Mayfield West NSW Australia 2304</b>
<b>Telephone</b>	<b>: +61 03 6431 2999</b>	<b>Telephone</b>	<b>: +6138549 9630</b>
<b>Project</b>	<b>: 7860 Newton Respirable Silica and Noise Assessment</b>	<b>Date Samples Received</b>	<b>: 25-Jun-2021</b>
<b>Order number</b>	<b>: ----</b>	<b>Date Analysis Commenced</b>	<b>: 25-Jun-2021</b>
<b>C-O-C number</b>	<b>: ----</b>	<b>Issue Date</b>	<b>: 25-Jun-2021</b>
<b>Sampler</b>	<b>: ROD COOPER</b>		
<b>Site</b>	<b>: ----</b>		
<b>Quote number</b>	<b>: EN/222</b>		
<b>No. of samples received</b>	<b>: 2</b>		
<b>No. of samples analysed</b>	<b>: 2</b>		



This report supersedes any previous report(s) with this reference. Results apply to the sample(s) as submitted, unless the sampling was conducted by ALS. This document shall not be reproduced, except in full.

This Quality Control Report contains the following information:

- Laboratory Duplicate (DUP) Report; Relative Percentage Difference (RPD) and Acceptance Limits
- Method Blank (MB) and Laboratory Control Spike (LCS) Report; Recovery and Acceptance Limits
- Matrix Spike (MS) Report; Recovery and Acceptance Limits

### Signatories

This document has been electronically signed by the authorized signatories below. Electronic signing is carried out in compliance with procedures specified in 21 CFR Part 11.

<i>Signatories</i>	<i>Position</i>	<i>Accreditation Category</i>
Zoran Grozdanovski	Laboratory Operator	Newcastle - Inorganics, Mayfield West, NSW

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 Work Order : EN2105472  
 Client : ENVIRONMENTAL SERVICE AND DESIGN PTY LTD  
 Project : 7860 Newton Respirable Silica and Noise Assessment



### General Comments

The analytical procedures used by ALS have been developed from established internationally recognised procedures such as those published by the USEPA, APHA, AS and NEPM. In house developed procedures are fully validated and are often at the client request.

Where moisture determination has been performed, results are reported on a dry weight basis.

Where a reported less than (<) result is higher than the LOR, this may be due to primary sample extract/digestate dilution and/or insufficient sample for analysis. Where the LOR of a reported result differs from standard LOR, this may be due to high

Key :            Anonymous = Refers to samples which are not specifically part of this work order but formed part of the QC process lot  
                   CAS Number = CAS registry number from database maintained by Chemical Abstracts Services. The Chemical Abstracts Service is a division of the American Chemical Society.  
                   LOR = Limit of reporting  
                   RPD = Relative Percentage Difference  
                   # = Indicates failed QC

### Laboratory Duplicate (DUP) Report

The quality control term Laboratory Duplicate refers to a randomly selected intralaboratory split. Laboratory duplicates provide information regarding method precision and sample heterogeneity. The permitted ranges for the Relative Percent Deviation (RPD) of Laboratory Duplicates are specified in ALS Method QWI-EN/38 and are dependent on the magnitude of results in comparison to the level of reporting: Result < 10 times LOR: No Limit; Result between 10 and 20 times LOR: 0% - 50%; Result > 20 times LOR: 0% - 20%.

- **No Laboratory Duplicate (DUP) Results are required to be reported.**

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### Method Blank (MB) and Laboratory Control Sample (LCS) Report

The quality control term Method / Laboratory Blank refers to an analyte free matrix to which all reagents are added in the same volumes or proportions as used in standard sample preparation. The purpose of this QC parameter is to monitor potential laboratory contamination. The quality control term Laboratory Control Sample (LCS) refers to a certified reference material, or a known interference free matrix spiked with target analytes. The purpose of this QC parameter is to monitor method precision and accuracy independent of sample matrix. Dynamic Recovery Limits are based on statistical evaluation of processed LCS.

Sub-Matrix: AIR

Sub-Matrix: AIR				Method Blank (MB) Report	Laboratory Control Spike (LCS) Report			
					Spike Concentration	Spike Recovery (%)	Acceptable Limits (%)	
Method: Compound	CAS Number	LOR	Unit			LCS	Low	High
EA202: Crystalline Silica in Airborne Dusts (QCLot: 3758265)								
EA202: Respirable Crystalline Silica	----	10	µg/filter	<10	500 µg/filter	104	80.0	120
EA202: Crystalline Silica	----	10	µg/filter	<10	500 µg/filter	104	80.0	120

### Matrix Spike (MS) Report

The quality control term Matrix Spike (MS) refers to an intralaboratory split sample spiked with a representative set of target analytes. The purpose of this QC parameter is to monitor potential matrix effects on analyte recoveries. Static Recovery Limits as per laboratory Data Quality Objectives (DQOs). Ideal recovery ranges stated may be waived in the event of sample matrix interference.

- No Matrix Spike (MS) or Matrix Spike Duplicate (MSD) Results are required to be reported.



## QA/QC Compliance Assessment to assist with Quality Review

Work Order	: EN2105472	Page	: 1 of 4
Client	: ENVIRONMENTAL SERVICE AND DESIGN PTY LTD	Laboratory	: Environmental Division Newcastle
Contact	: MR ROD COOPER	Telephone	: +6138549 9630
Project	: 7860 Newton Respirable Silica and Noise Assessment	Date Samples Received	: 25-Jun-2021
Site	: ---	Issue Date	: 25-Jun-2021
Sampler	: ROD COOPER	No. of samples received	: 2
Order number	: ---	No. of samples analysed	: 2

This report is automatically generated by the ALS LIMS through interpretation of the ALS Quality Control Report and several Quality Assurance parameters measured by ALS. This automated reporting highlights any non-conformances, facilitates faster and more accurate data validation and is designed to assist internal expert and external Auditor review. Many components of this report contribute to the overall DQO assessment and reporting for guideline compliance.

Brief method summaries and references are also provided to assist in traceability.

### Summary of Outliers

#### Outliers : Quality Control Samples

This report highlights outliers flagged in the Quality Control (QC) Report.

- NO Method Blank value outliers occur.
- NO Duplicate outliers occur.
- NO Laboratory Control outliers occur.
- NO Matrix Spike outliers occur.
- For all regular sample matrices, NO surrogate recovery outliers occur.

#### Outliers : Analysis Holding Time Compliance

- NO Analysis Holding Time Outliers exist.

#### Outliers : Frequency of Quality Control Samples

- NO Quality Control Sample Frequency Outliers exist.

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 Project : 7860 Newton Respirable Silica and Noise Assessment



### Analysis Holding Time Compliance

If samples are identified below as having been analysed or extracted outside of recommended holding times, this should be taken into consideration when interpreting results.

This report summarizes extraction / preparation and analysis times and compares each with ALS recommended holding times (referencing USEPA SW 846, APHA, AS and NEPM) based on the sample container provided. Dates reported represent first date of extraction or analysis and preclude subsequent dilutions and reruns. A listing of breaches (if any) is provided herein.

Holding time for leachate methods (e.g. TCLP) vary according to the analytes reported. Assessment compares the leach date with the shortest analyte holding time for the equivalent soil method. These are: organics 14 days, mercury 28 days & other metals 180 days. A recorded breach does not guarantee a breach for all non-volatile parameters.

Holding times for VOC in soils vary according to analytes of interest. Vinyl Chloride and Styrene holding time is 7 days; others 14 days. A recorded breach does not guarantee a breach for all VOC analytes and should be verified in case the reported breach is a false positive or Vinyl Chloride and Styrene are not key analytes of interest/concern.

Matrix: **AIR**

Evaluation: **x** = Holding time breach ; **✓** = Within holding time.

Method		Sample Date	Extraction / Preparation			Analysis		
Container / Client Sample ID(s)			Date extracted	Due for extraction	Evaluation	Date analysed	Due for analysis	Evaluation
EA202: Crystalline Silica in Airborne Dusts								
PVC Filter (EA202)								
PVC2518811 - PVC2518811, PVC2518810 - PVC2518810		22-Jun-2021	----	----	----	25-Jun-2021	19-Dec-2021	✓

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### Quality Control Parameter Frequency Compliance

The following report summarises the frequency of laboratory QC samples analysed within the analytical lot(s) in which the submitted sample(s) was(were) processed. Actual rate should be greater than or equal to the expected rate. A listing of breaches is provided in the Summary of Outliers.

Matrix: **AIR**

Evaluation: ✖ = Quality Control frequency not within specification ; ✔ = Quality Control frequency within specification.

Quality Control Sample Type		Count		Rate (%)			Quality Control Specification
Analytical Methods	Method	QC	Regular	Actual	Expected	Evaluation	
Laboratory Control Samples (LCS)							
Crystalline Silica in Respirable Airborne Dusts	EA202	2	2	100.00	10.00	✔	NEPM 2013 B3 & ALS QC Standard
Method Blanks (MB)							
Crystalline Silica in Respirable Airborne Dusts	EA202	1	2	50.00	5.00	✔	NEPM 2013 B3 & ALS QC Standard

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### **Brief Method Summaries**

The analytical procedures used by the Environmental Division have been developed from established internationally recognized procedures such as those published by the US EPA, APHA, AS and NEPM. In house developed procedures are employed in the absence of documented standards or by client request. The following report provides brief descriptions of the analytical procedures employed for results reported in the Certificate of Analysis. Sources from which ALS methods have been developed are provided within the Method Descriptions.

Analytical Methods	Method	Matrix	Method Descriptions
Crystalline Silica in Respirable Airborne Dusts	EA202	AIR	In house: Referenced to MDHS 101 and NHMRC Crystalline Silica in Respirable Airborne Dusts Direct-on-filter analyses by infrared spectroscopy

**Appendix G: Traffic Impact Statement**



## Traffic Impact Statement (TIS)

M McConnon – Ag Services Development  
(NEW HV ACCESS)  
26 Wilmores Lane, Longford, Tasmania

---

Author: Andrew Howell,  
BEng(Hons), MEngSci

Aug 2021

#### Document History and Status

Rev	Date	Revision Details
A	29/08/2021	TIS Draft for Comment
B	14/09/2021	TIS for Comment/Council Review

#### Distribution of Copies

Rev	Quantity	Issued To
A	1	Client
B	2	Council, Client

Author: Andrew Howell, BEng (Hons) - UTAS, MEngSci - UNSW  
Client: Martin McConnon  
Project: Wilmores Lane AG Services Development (NEW HV ACCESS)  
Subject: 'TIS report'  
Document Report / Statement  
Job No. A2031

## Contents

### 1. Introduction

- Background & Project Scope
- Objectives
- Subject Site Location
- Information Sources & References
- Planning Scheme Aspects

### 2. Existing Conditions

- Transport Network
- Road Conditions & Road Safety Performance

### 3. Proposed Development

- Site Development
- Traffic Generation & Distribution

### 4. Traffic Impacts

- Access/Junctions / Sight Distances
- Surrounding Road Network Impacts
- Parking Assessment
- Road Safety & Traffic Service
- Pedestrian and Cyclist impacts / Public Transport
- Summary of Assessment against Planning Scheme E4 – Road and Railway Assets Code

### 5. TIS Conclusions

- Limitations

## Appendices

- A Proposed Development Plan
- B LGAT/IPWEA Standard Drawing – Heavy Vehicle Access

## 1. Introduction

A new development is proposed for the existing site at 26 Wilmores Lane, Longford, to incorporate an Agricultural Harvesting Contracting business, with potential for storing up to 8-10 agricultural heavy vehicle harvesters/windrowers on the site during some extended seasonal periods when not in use off site during harvest season, and with operation of several heavy vehicle trucks and several light vehicles generally operational from the site daily mainly associated with the truck access (typically harvesters etc. stored out on site during harvesting season).

This business activity would complement the proposed single dwelling on the site which has been approved but not constructed.

*This report is based on an update of previous work at this site - an original TIA for the site was undertaken in 2018 for the developer, to assess the site access for a single residence development proposed by Martin McConnon. The previous TIA found no issues with the new access, with excellent visibility and road geometry creating no apparent issues for traffic service or safety.*

The general layout of the development on the site is as per *APPENDIX 1 – Proposed Development Plan*, and refer Fig 1.1 and 1.2 – Area / Access Plans

### 1.1 Background & Project Scope

Planning requirements suggest that a TIA or similar would be required to be undertaken to assess traffic impacts and any issues arising. Based on the low traffic generation of a single dwelling and heavy vehicles proposed to be stored on the site, the generally open location and sound access following onsite inspection, a reduced format Traffic Impact Statement (TIS) is provided to assess the development at this time. A full TIA could be completed if required but is not believed warranted at this time.

The below report addresses traffic related aspects and attempts to identify and comment on any potential impacts affecting, or arising from, the development.

### 1.2 Objectives

The key objectives of this report are:

- Review of the existing road physical characteristics in the vicinity of the site(s).
- Review of existing traffic conditions.
- Describe the development with regards to arrangements for access, including any implications for traffic efficiency, safety, and amenity.

### 1.3 Subject Site Location

The subject site considered is 26 Wilmores Lane, Longford, currently accessed directly off Wilmores Lane, a rural road with the default 100 km/hr speed limit. A new property access to Wilmores Lane was provided for the original single dwelling in 2018, which provides suitable access to the site generally in accordance with previous recommendations, noting that the access is still to be sealed to the boundary.

Wilmores Lane is a Northern Midlands Council (NMC) Road, currently sealed outside the subject site.

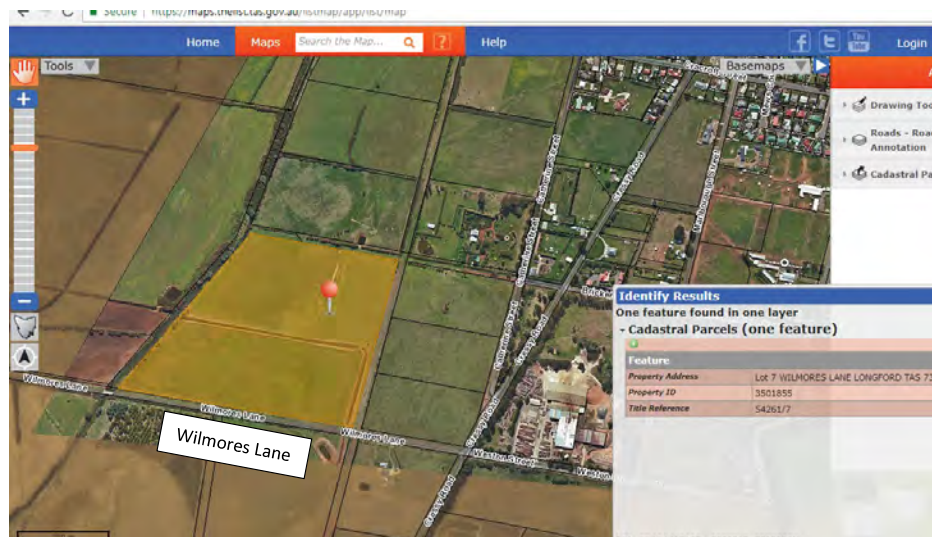


Fig 1.1 – Locality Plan /Area of site (Existing Image from [www.THELIST.tas.gov.au](http://www.THELIST.tas.gov.au))



Fig 1.2 – Site (zoom), and proposed access options (Existing Image from [www.THELIST.tas.gov.au](http://www.THELIST.tas.gov.au))

#### 1.4 Information Sources & References

The author has been provided with relevant information on the development, including preliminary plans prepared for development application stages. These details provide an outline of the proposed works, and indicate that generally the development proposes little significant change to existing traffic arrangements for the wider network (no significant traffic increase beyond the immediate site zone).

The report has also reviewed publicly available information including [www.THELIST.tas.gov.au](http://www.THELIST.tas.gov.au) and online mapping and street-image tools to ascertain any obvious issues relating to the development. The author has a 20-year history of the site area generally, and an updated physical site inspection was undertaken on 30<sup>th</sup> August 2021.

The report has utilized the DIER (now Department of State Growth or DSG) document “Traffic Impact Assessment (TIA) Guidelines” in the preparation of this report.

Further referenced documents include:

- DSG Tasmanian State Road Hierarchy
- NMC Interim Planning Scheme 2013 - Specifically, E4 Road and Rail Assets Code
- AUSTROADS Publications (various)
- Australian Standards, including specifically AS2890-Off Street Parking

### **1.5 Planning Scheme Aspects**

The Planning scheme applicable is the Northern Midlands Council Interim Planning Scheme 2013  
The current zoning for the land and surrounding area is believed to be **26.0 – RURAL RESOURCE**.  
The Road and Rail Assets Code (E4) from the planning scheme applies.

## 2. Existing Conditions

### 2.1 Transport Network

Wilmores Lane is a link road from the Cressy Main Road to Bishopsbourne Road, and is built to rural road construction standards. The speed limit is not sign posted so defaults to the rural 100km/hr, and the proposed new access is directly to Wilmores Lane, however via the Crown Road Reserve for the extension of Burghley Street. External authority approval for such licence access is understood to have previously been sought for the single residence development in 2018.

Wilmores Lane is an NMC administered road, suggested as a "Link Road" under the LGAT Local Government road hierarchy (Rural Roads – a Link Road is noted as traffic volumes between 100-300 VPD), based on general functionality/dimensions etc. The road is built generally to a rural road standard, with a sealed surface, no centre lines (inadequate width generally), limited shoulder/verge, and table drains adjacent. Side Streets such as the Burghley Street junction to the immediate south of the proposed access, are gravel (refer Fig 4.1c)

The existing access was upgraded in 2018 to meet current NMC IPWEA/LGAT standards, however is not yet sealed to the boundary, understood to be whilst the current renewed development application is being pursued.

Sight distance at the site is ample, with sound vertical and horizontal alignment, and further sight distance up Burghley Street to the South is also available, due to street alignment.

### 2.2 Road Conditions & Road Safety Performance

Generally, the road network in this area appears to function satisfactorily, and provides adequate carriageway width and surface consistency. Sight distances in all directions at this proposed access location area are appropriate with wide visibility available in all directions.

As a rural road there are no footpaths or kerb and channel outside the development location, and no changes to these aspects by the proposed development

Due to change in traffic use for the proposed access, the new access must be constructed to NMC (IPWEA/LGAT) standards TSDR05-v3 "Truck Access to Rural Properties Type A" to ensure a compliant access is created. Safe Intersection Sight Distance (SISD) can be achieved for this access.

Based on the relatively small traffic numbers additionally generated by the development (assumed 26 VPD assumed, inc 6 VPD being HV) compared to the wider network, capacity of the surrounding transport network is not considered an issue.



### 3. Proposed Development

#### 3.1 Site Development / Traffic Generation

The development as proposed includes an Agricultural Harvesting Contracting Business, to complement the existing residential dwelling on the site.

Generation anticipated covers two proposed scenarios which reflect the harvesting seasons.

Large equipment is typically stored at the site for extended period during the off season with reduced activity generally.

During the peak season the harvesting equipment is used and stored off site, but the support equipment including trucks is used more frequently as well, to and from the subject site.

Peak season arrangements included:

- Approx. 7-8 VPD assumed from a single residential dwelling (approved but not yet constructed)
- 8-12 VPD from contractor staff vehicles
- 4-6 HV movements per day average

Off season arrangements included:

- Approx. 7-8 VPD assumed from a single residential dwelling (approved but not yet constructed)
- 8-10 VPD from contractor staff vehicles
- 2-3 HV movements per day average

**On these assumptions, a total 26 VPD, inc 6 HV is likely traffic generation anticipated.**

This is not significant in the context of the NMC road network or the traffic volumes on Wilmores Lane.

The existing property access arrangement is direct to Wilmores Lane.

The junction of the access to Wilmores Lane appears sound for existing heavy vehicle use (*refer Sect 4.1 ACCESS*), but requires some modifications to be able to meet necessary LGAT-IPWEA standards to increase some key dimensions – however sound driveway grades, widths, and drainage arrangements all appear suitable, and the existing road network can accommodate the relatively small additional number of vehicle movements arising from this development.

#### 3.2 Traffic Generation & Distribution

N.A. – Minor generation only in context of NMC and wider network.

## 4. Traffic Impacts

### 4.1 Access/Junctions – Sight Distances

Based on the details provided, it is likely that the property access option as exists can with some minor modifications be constructed to satisfactorily cater for the development as proposed, provided such upgrade is completed to IPWEA/LGAT standards – refer TSDR R05.v3.

Current access specifics are as follows:

- Width of driveway between headwalls = 14m approx.
- Existing driveway culvert 6m off road edge
- Existing Gate Location = 9m off road edge - needs to be pushed further back
- Existing Gate Arrangement = double farm gate approx 9.25m wide
- Standard Municipal headwalls provided – complies as greater than 3.20m off road edge.

Upgrades required to meet TSD R05-V3 include:

- Existing driveway width at road edge requires extension to meet (space to do so appears available)
- Gate requires relocation further off road edge to accommodate vehicle parking off the road to open the gate – refer Note 2 and table on TSD R05-v3 for vehicle lengths required, suggest min 20m

*NB. It is assumed the previous External Authority approval to use the Reserved Road has been received, and any permit from NMC should confirm this is required and evidence of same provided as part of DA approvals.*

The proposed access to Wilmores Lane has been assessed for sight distance based on site inspection, as well as undertaking distance checks from aerial photos and mapping/image tools and on this basis, are deemed satisfactory, based on the information reviewed, as per previous assessment (2018 report and revisited by updated site inspection)

SISD in excess of 240m is available to the EAST, where the junction of Wilmores Lane and Cressy Road is located. SISD in excess of 750m is available to the West, to the crest of the hill in the distance.

With site specific consideration and review of Austroads and Australian Standards requirements, this sight distance is determined satisfactory.

Clause E4.7.4 of the Planning Scheme notes that sight distance for accesses for Acceptable Solution A1 must comply with Safe Intersection Sight Distance (SISD) from table E4.7.4.

For an 85% speed of 100 km/hr this SISD is nominally 250m for speed limit > 60 km/hr.

Based on above analysis, E4.7.4 is met by A1. Sight distances can be deemed satisfactory for proposed access as proposed, with upgrade of access to NMC HV access standard.



Fig 4.1a – View from proposed new access to the EAST– approximate



Fig 4.1b – View from proposed new access to the WEST– approximate



Fig 4.1c – View from proposed new access towards the South – up Burghley Street approx..

#### 4.2 Surrounding Road Network Impacts

Due to the likely small volume of additional traffic generated from the development, assessment of additional road network parameters beyond the site are outside the formal remit of this report, however volumes are not considered material and would have limited to no impact on the wider network.

Heavy Vehicles are frequent users of the nearby Cressy Road as the nearest higher priority road link, and the proximity to this link is considered reasonable for small numbers of HV traffic

#### 4.3 Parking Assessment

GENERAL COMMENTS ONLY (*Formal design by others – Engineering Plus*)

Based on the nature of the rural site and the layout as proposed (formal design undertaken by Engineering Plus – comments of a general nature only), there appears few issues which could affect parking capacity on the site, or ability to provide a compliant layout with generally flat grades and easily accessed turning space for large vehicles on any hardstand parking area as required. Agricultural harvesting equipment is also designed to be parked and stored on grassed zones, which appears reasonable.

Based on the low numbers of vehicles movements (subject to separate bushfire requirements – BY OTHERS), for general operations the road widths and layout as shown, including passing bay on the main entry stretch to the site, appears to cater for heavy vehicle and light vehicle traffic as necessary on this wide and open site. No additional requirements from a traffic perspective are considered necessary, beyond the upgrade to the main site access to achieve LGAT-IPWEA Heavy Vehicles access standards.

#### 4.4 Road Safety & Traffic Service

Based on the sight distances above being considered appropriate for the road environment, with regard to Planning Scheme Acceptable Solution A1 being deemed met, road safety appears to not be compromised by the development works proposed.

Traffic service for the proposed development is adequately provided with the existing infrastructure (capacity, turning gaps, etc.), based on the small traffic volumes anticipated overall.

#### 4.5 Pedestrians, Cyclist impacts, Public Transport

Currently there is no pedestrian access and no formal cycle access near to the site, and no changes are proposed or required. Taxis can service the site. Buses appear to service the general area. No specific changes are proposed.

#### 4.6 Summary of Assessment against Planning Scheme E4 – Road and Railway Assets Code

Item	Comment/Criteria Met
E4.6.1 – Use of Road or Rail Infrastructure	A1 – <b>NOT APPLICABLE</b> (not Cat 1 or 2) A2 – <b>NOT APPLICABLE</b> (Not <60km/hr) A3 – <b>NOT MET</b> – Use increase >10% likely P3 - <b>COMPLIES</b> ((a) and (b) N/A; (c) is deemed acceptable - refer comments Sections 4.1 - 4.4 etc.)
E4.7.1 – Development on and adjacent to Existing & Future Arterial Roads and Railways	A1 – <b>NOT APPLICABLE</b> (no works/key items proposed within 50m of Cat 1 or 2 Roads or Railways)
E4.7.2 – Management of Road Accesses and Junctions	A1 – <b>NOT APPLICABLE</b> (>60km/hr)  A2 – <b>NOT MET</b> (>60 km/hr)  P2 For limited access roads and roads with a speed limit of more than 60km/h: a) access to a category 1 road or limited access road must only be via an existing access or junction or the development must provide a significant social and economic benefit to the State or region; - <b>MET, NOT CATEGORY 1 or LAR</b> and b) any increase in use of an existing access or junction or development of a new access or junction to a limited access road or a category 1, 2 or 3 road must be dependent on the site for its unique resources, characteristics or locational attributes and an alternate site or access to a category 4 or 5 road is not practicable; - <b>MET, NOT CATEGORY 1,2,3</b> and c) an access or junction which is increased in use or is a new access or junction must be designed and located to maintain an adequate level of safety and efficiency for all road users. – <b>COMPLIES – REFER ABOVE NOTES INC SECTIONS 4.1-4.4</b>
E4.7.3 – Management of Rail Level Crossings	<b>NOT APPLICABLE</b>
E4.7.4 – Sight Distances at Accesses, Junctions and Level Crossings	A1 Sight distances at a) an access or junction must comply with the Safe Intersection Sight Distance shown in Table E4.7.4; - <b>CAN COMPLY</b> and b) rail level crossings must comply with AS1742.7 Manual of uniform traffic control devices - Railway crossings, Standards Association of Australia; - <b>NOT APPLICABLE</b> or - c) If the access is a temporary access, the written consent of the relevant authority has been obtained. – <b>DEEMED MET (NOT A TEMPORARY ACCESS / EXTERNAL AUTHORITY LICENCE BEING SOUGHT)</b>

**Conclusion: Requirements for E4 are met.**

## 5. TIS Conclusions

This TIS has investigated the potential impacts from the development of the site as proposed.

Key findings of this TIA are as follows:

- That the proposed access location to service the development as proposed with an upgrade of the access to IPWEA/LGAT and NMC standards (TSD R05-V3) and with general arrangements as per the proposed concept layout can likely to meet the requirements to service the development and to be able to cater for traffic as proposed.
- Only a small increase in traffic arising from the development is anticipated - traffic service is adequately provided for by the road arrangements as proposed, in order to service the development,
- Sight distances for the proposed property access is deemed to comply with the planning scheme E4.7.4 Acceptable Solution A1, with adequate SISD able to be achieved based on an specific assessment of the site
- Other Planning Scheme Requirements under Code E4 are met as noted.

It is concluded based on the above assessment of available information that traffic aspects associated with the development are likely to meet the requirements for Traffic Safety and Service in line with the Northern Midlands Interim Planning Scheme 2013 requirements.

### Limitations

*This TIS has been completed based on information provided by the client and available in the public domain, additional information beyond this has not been considered.*

*Based on the nature of the development, this TIS has considered the access and operational aspects for this development only, and has not considered in detail the wider impacts beyond the site (upstream network impacts), this being outside the scope of this report.*

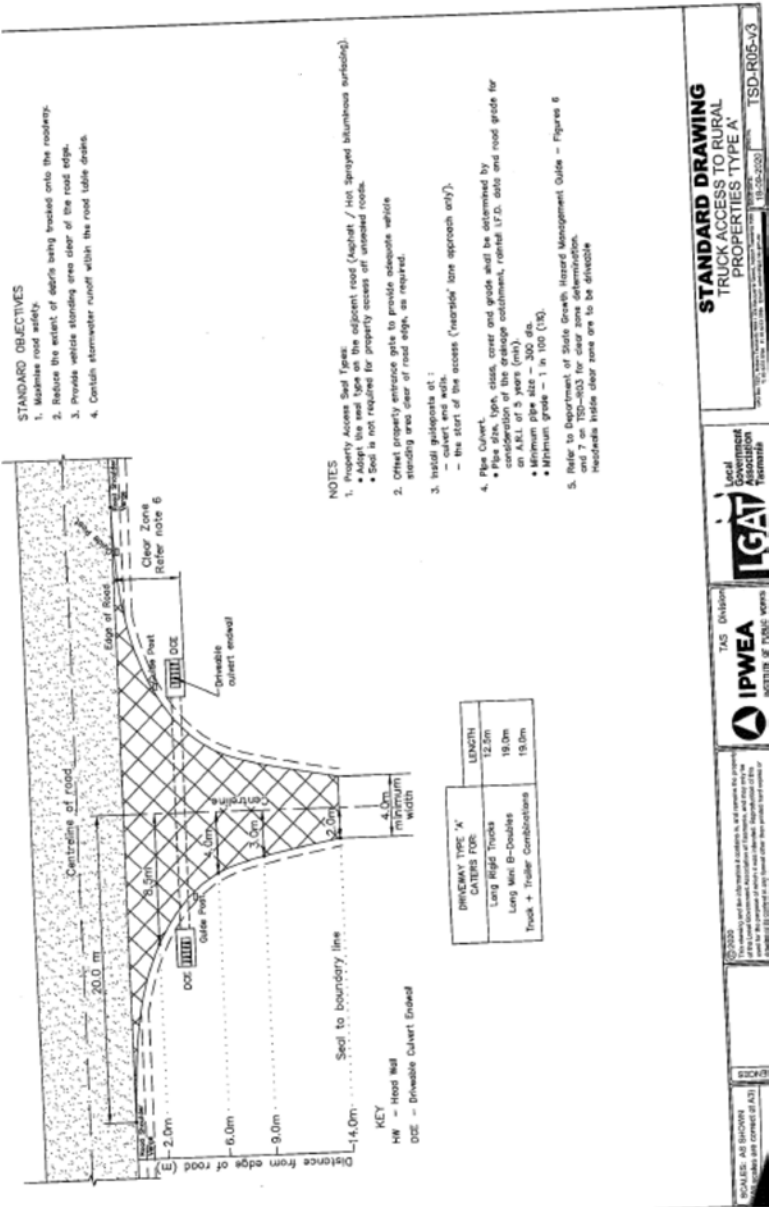
*Any subsequent changes to configuration or arrangements relating to the development which may impact on the content or recommendations of this report must be reviewed and approved by the author.*





APPENDIX B

TSDR05-v3 – LGAT/IPWEA Standard Drawing for Heavy Vehicle Access



## APPENDIX C

### PROPONENT NOTES - ACTIVITY SUMMARY

*We are running a Agricultural Harvest Contracting business which currently consists of 7 John Deere Combine Harvesters, , 2 Trucks (1 Truck and Dog combination and 1 Prime Mover with 2 interchangeable Trailers). We have 4 Toyota Utilities (2 of which are our daily vehicles, the other two for use by throughout our season) and 4 cars which are used for our backpack workers during the season. Possible future expansion might include 2 windrow machines and another medium rigid truck but this isn't confirmed..*

*As our work is seasonal generally there is not much traffic outside of the period from mid-December to the end of April and come the second half of April work drops off significantly. At this point in time we have up to 12 casual employees for the Harvest season, plus my wife and myself.*

*Basically once the 7 Harvesters have left the property anywhere between mid-December to the beginning of January they will generally not return until April sometime. They may return for break down repairs, or once or twice as they move around the Northern Midlands between jobs. Also from March onwards if convenient we may bring a machine back occasionally for a change of crop clean down.*

*At this point in time our trucks only operate around the same period as they are used to support the movement of grain away from the Harvesters. Occasionally they will operate outside this period if a client requires a job to be done.*

*The trucks are housed at our property over night during the season and will generally leave the yard sometime between 6am – 10am and return between 6pm – 11pm. These times can vary significantly depending on job scheduling and weather, meaning some times they may return and then leave during the middle of the day or if there is inclement weather they may sit in the yard idle for up to a week.*

*With our light vehicles and employees these movements happen through out the day generally between 6am – 11pm but again generally not a lot of movement throughout the middle of the day. The exception to this may be if our employee conducting our fuel run he may start anywhere from 4am onwards.*

*Through out the season we also have the fuel truck refuelling at least once a week but generally this will happen sometime between 7am – 5pm Monday to Friday.*

*For the rest of the year (May – November) we basically park all of our gear up and we are in maintenance mode which during May might involve a couple of employees on site for 1-2 weeks helping with clean downs and then a mechanic on site for 2-3 weeks pulling machines apart. From around September onwards we start reassembling machines which couple include a couple of mechanics and a couple of employees onsite reassembling machines.*

**Appendix H: Economic Impact Statement**



**ABN - 77 637 421 080**  
1A Wilson Street, Cressy Tasmania 7302  
Marty

McConnon Agricultural Contracting is a local family owned Contract Harvesting, Windrowing and Cartage business, which is run by Martin and Nerinda McConnon.  
Our Fleet comprises of seven John Deere Combine Harvesters, two Windrowers and three trucks. Ninety percent of our work is completed within the Northern Midlands Municipality servicing up to 60 clients for the Harvesting season.  
The harvest timeframe is typically weather dependant but predominantly runs from mid/late December until mid/late April.  
Each year we harvest over 3000 hectares of Cereals and small seeds comprising of wheat, barley, oats, beans, chicory, canola, grass seed, clover seed, carrot seed, linseed, beet seed, radish seed, cabbage seed and Hemp.  
The total crop value being approximately between 14-16 Million dollars in value.

McConnon Ag employs 12 casual staff for the period of the harvest season, with at least half of the people being local and the others who rent and reside local for the period of the harvest season, spending their money in the local community on rent, groceries and essential supplies.

The clientele McConnon Ag deal with have been using us as a preferred contractor since we commenced in December 2019, as they did the previous long term owner of the Harvesting business in which Martin ran for them 6 years prior to taking it over.

As there is a short window in harvesting the crops once they are ready, the management of the machines is paramount in keeping things rolling, to harvest the clients crops maximising returns on their investments, being the crop in the ground.

The potential flow on effect of McConnon Agricultural Contracting not being able to operate at maximum capacity, would certainly without a doubt effect not only the clients vested interests, but other industry stakeholders who hold an important role in the Agricultural Sector.

**From:** "TasWater Development Mailbox" <Development@taswater.com.au>  
**Sent:** Fri, 4 Feb 2022 13:51:06 +1100  
**To:** "NMC Planning" <planning@nmc.tas.gov.au>  
**Subject:** RE: Referral to TasWater – NORTH - PLN-21-0276; 26 Wilmores Lane, 86 Burghley Street and Crown Land, Longford

Dear Sir/Madam

Pursuant to the Water and Sewerage Industry Act 2008 (TAS) Section 56P(1) TasWater has assessed the application for the above mentioned permit and has determined that the proposed development does not require a submission from TasWater.

If you have any queries, please contact me.

Melissa Newell  
Assessment Officer

F 1300 862 066  
M 0457 084 607  
A GPO Box 1393, Hobart TAS 7001  
36-42 Charles Street, Launceston, TAS 7250  
E [melissa.newell@taswater.com.au](mailto:melissa.newell@taswater.com.au)  
W <http://www.taswater.com.au/>

Have I been helpful? Please provide feedback by clicking [here](#).



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**From:** NMC Planning <planning@nmc.tas.gov.au>  
**Sent:** Wednesday, 2 February 2022 12:05 PM  
**To:** TasWater Development Mailbox <Development@taswater.com.au>  
**Subject:** Referral to TasWater – NORTH - PLN-21-0276; 26 Wilmores Lane, 86 Burghley Street and Crown Land, Longford

Good afternoon

Please see attached referral for your action.  
It would be appreciated if you would be able to complete your assessment as soon as practicable.

Kind regards  
Karen

Karen Jenkins

Administration Officer - Community & Development |  
Northern Midlands Council  
Council Office, 13 Smith Street (PO Box 156), Longford Tasmania  
7301

T: (03) 6397 7303 | F: (03) 6397 7331  
E: [karen.jenkins@nmc.tas.gov.au](mailto:karen.jenkins@nmc.tas.gov.au) | W:  
[www.northernmidlands.tas.gov.au](http://www.northernmidlands.tas.gov.au)



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**REFERRAL OF DEVELOPMENT APPLICATION PLN-21-0276 TO WORKS & INFRASTRUCTURE DEPARTMENT**

**Property/Subdivision No:** 114000.0551

**Date:** 2 February 2022

**Applicant:** Rebecca Green & Associates

**Proposal:** Draft Amendment 03/2021 - Site specific qualification to include Storage (if a Contractors Yard) as a permitted use in the Rural Resource Zone, if only on folios of the Register 54261/7 and 54260/6. In conjunction with an Section 43A applicaiton for permit for part change of use to Storage, extension to existing shed and container and domes.

**Location:** 26 Wilmores Lane, 86 Burghley Street and Crown Land, Longford

W&I referral PLN-21-0276, 26 Wilmores Lane, 86 Burghley Street and Crown Land, Longford

Planning admin: W&I fees paid.

**WORKS & INFRASTRUCTURE DEPARTMENT CONDITIONS**

**W.2 Access (Rural)**

- a) A driveway crossover and hotmix sealed apron must be constructed from the edge of the Road to the property boundary in accordance with Council standard drawing TSD R03.
- b) Access works must not commence until an application for vehicular crossing has been approved by Council.

*Jonathan Galbraith (Engineering Officer)*

*Date: 3/2/22*