

18 March 2022

General Manager
Northern Midlands Council
PO Box 156,
Longford
Tasmania 7301

Submitted via: planning@nmc.tas.gov.au

Submission against PLN-21-00339

Site	26-28 Charles Street, Cressy
Proposed development	Change of Use to Communal Residence (Accommodation for 20 Seasonal Workers)
Zone	General Residential Zone - none
Use Class	Residential – Communal Living
Development Status	Discretionary

To the Assessing Planning Officer,

We the undersigned, object to the above mentioned Development Application based on the following reasons.

Planning Merit

In the first instance, the applicant has failed to show clear assessment in their application against the Northern Midlands Interim Planning Scheme 2013. The applicant has only provided one page of justification addressing how the application will comply with very limited detail.

Review of relevant standards under Part D – General Residential Zone.

Acceptable Solutions	Performance Criteria	Non Compliance
10.3 Use Standards		
10.3.1 Amenity		
Objective To ensure that non-residential uses do not cause an unreasonable loss of amenity to adjoining and nearby residential uses.		The development is not considered to comply with the objectives of the amenity codes or the acceptance solutions and performance outcomes.
A1 If for permitted or no permit required uses.	P1 The use must not cause or be likely to cause an environmental nuisance through emissions including noise and traffic movement, smoke, odour, dust and illumination.	The development is considered to result in an unreasonable impact to the neighbouring residential uses through increased noise nuisance and unreasonable traffic movement.
A2 Commercial vehicles for discretionary uses must only operate between 7.00am and 7.00pm Monday to Friday and 8.00am to 6.00pm Saturday and Sunday.	P2 Commercial vehicle movements for discretionary uses must not unreasonably impact on the amenity of occupants of adjoining and nearby dwellings.	The approval of 12 beds will allow up to 12 persons to reside on site at any one time. This will result in significant noise impacts to direct neighbour and the greater community along Charles Street. As the applicant has indicated, the workers will <i>always</i> be picked up and dropped off to the premises by a bus. The workers will congregate outside on Charles Street early in the morning waiting for the bus. It is also noted that the bus

		stopping and starting so early in the morning will incur additional noise impacts.
10.3.2 Residential Character – Discretionary Uses		
Objective To ensure that discretionary uses support: a) the visual character of the area; and b) the local area objectives, if any.		The proposed development fails to comply with the acceptable solutions and objectives of the residential character codes. The development will not add to the visual character of the street through the proposal of vehicle parking forward of the dwelling. The existing vegetation and façade of the subject property is very pleasing to Charles Street. The added parking and hardstand area forward on the dwelling will not positively contribute to the streetscape. It will clearly show that this is not a standard dwelling and result in visual impact to the street character. The development does not include any description of the waste management. 12 workers onsite will generate a considerable amount of refuse. There is no detail about the storage of this waste or disposal.
A1 Commercial vehicles for discretionary uses must be parked within the boundary of the property	P1 No performance criteria	
A2 Goods or material storage for discretionary uses must not be stored outside in locations visible from adjacent properties, the road or public	P2 No performance criteria.	
A3 Waste material storage for discretionary uses must: a) not be visible from the road to which the lot has frontage ; and b) use self-contained receptacles designed to ensure waste does not escape to the environment.	P3 No performance criteria.	
10.4 Development Standards for Dwellings		
10.4.13.6 Location of Car Parking		
Objective a) To provide convenient parking for resident and visitor vehicles; and b) To avoid parking and traffic difficulties in the development and the neighbourhood; and c) To protect residents from vehicular noise within developments.		As noted above, the development includes parking forward of the building. It is also noted that the development will enclose an existing garage for internal use. The neighbouring property to the south is directly adjacent to the proposed parking spaces. This will cause a direct impact on the rooms directly adjacent to the boundary line including the dwellings principle private open space. The proposal is not just a standard residential use but has the potential of vehicles consistently coming and going at all hours of the day. The development does not include any measures to reduce the amenity impacts on the adjoining neighbour or the residents of Charles Street.
A1 Driveways or car parks of residential buildings (other than dwellings) must be located at least 1.5m from the windows of habitable rooms.	P1 Driveways or car parking spaces (other than for dwellings) must be designed to protect the amenity of the adjoining habitable rooms having regard to the: a) width of the driveway; and b) location of the existing dwellings; and c) number of car spaces served by the driveway; and d) need for physical screening and/or landscaping.	
A2 A garage or carport (other than for dwellings) must be located at least 5.5m from a frontage.	P2 Car parking facilities (other than for dwellings) must be: a) reasonably close and convenient to the use it serves; and b) located to minimise visual impact to the streetscape.	

Local Impact

Notwithstanding the above assessment of the Northern Midlands Interim Planning Scheme 2013, there is evidence of significant impact on the Cressy Community from similar developments in the town.

The Cressy Cabins has and is continued to be used by seasonal workers. The seasonal works continue to create an unreasonable amount of noise disturbance at all hours of the night. The workers congregate outside at early house in the morning waiting for their bus to be collected.

The bus picking them up caused **damage to Council's** infrastructure including footpaths and water pipes. The Rustic Bakehouse had also sustained serious damaged from a seasonal worker who drove a vehicle into the building causing severe structural damage.

The lack of care from the seasonal workers on the local character and the community of Cressy has been offensive and we cannot support the use which will continue to damage and impact our community atmosphere.

Council Policy

Council recently assessed and determined an application similar to the proposed development. According to the Ordinary Meeting of Council 31/01/2022, application PLN-21-0292 for a Community Residence was determined and refused. It was deemed that this application did not meet Councils requirements due to its lack of conformity to the local amenity and character. It is noted that PLN-21-0292 has similar development and intent as the subject application.

According to the Ordinary Meeting of Council 21/02/2022, item 10.4 addressed inadequate provision in the planning scheme to cater for itinerant worker accommodation with appropriate amenities and in accordance with federal government requirements. The motion was passed with Council clearly identifying that the policy around workers accommodation was lacking and the policy must change to support the local amenity and intent of the zones.

Request

Given the above assessment and review of the planning application, we request the application be refused based on the following reasons:

- The applicant has failed to demonstrate how the development complies with the Northern Midlands Interim Planning Scheme 2013.
- The development will cause a direct impact to the local amenity through additional noise nuisance and traffic conveyance.
- The existing seasonal workers who reside in Cressy have clearly shown to have caused negative impact on the local character
- Council have already addressed and identified that the existing policies are not adequate in supporting either the use of seasonal workers accommodation and the local community need

Fundamentally, the development does not comply and clearly demonstrates a lack of consideration to the surrounding local community and **Council's policy** and as such we request Council to refuse the application

Kind Regards

Rebecca & James Lees
19 Charles Street
Cressy 7302

16th March 2022

Planning Officer
Northern Midlands Council
13 Smith St
Longford TASMANIA 7301

Dears Sirs

Objection Proposed Development 26-28 Charles St Cressy (PLN-21-0339)

Dear Sir

I have noted the above mentioned proposal and object on the following grounds:

- 1) The Application is substantially deficient in detail and professional reports across the board, but importantly as to additional impact on the Community and immediate neighbourhood this development will have. A one page dialogue from an architect is hardly reminiscent of the impact this development could have to the local neighbourhood both short term and long term.
- 2) Application. The application front page suggests the application is for 20 seasonal workers, yet the brief summary from Wilkin design, states is is only for 12? Which is it?
- 3) Parking. The parking should be provided on the basis on one space per bed, not on a bedroom basis, given it is not being inhabited by a family of family like dynamic.

The assumption of buses may be the current protocol for going too and from work but cannot be guaranteed ongoing, nor does it reflect the situation where "local workers" may be employed, with each having a motor vehicle in the future.

Further there can be no assumptions made to the continuation of the bus service, nor the long term requirements for international employees as stereotyped in the WILKIN report, and that transport to the accommodation premises by occupants, will remain on the basis that they have no vehicle. The assumption is being made solely on the stereotype of employees now and not necessarily in the future.

- 4) WILKIN design report. Given this is seasonal workers accommodation, the report makes the numerous assumptions as to the mechanics of occupancy, the type of occupants, and the behaviour of these occupants in a very narrow and self advancing manner.

The report seems to suggest that fruit pickers are limited to overseas workers, and this is not the case and may not be the case long term, as this industry grows. The recent Covid outbreak should be testament to unknown factors in the future and limitations to international travel that can cause.

The mere fact they have raised this as been the stereotype, is somewhat discriminatory in nature, and seems to make the arrogant assumption, that all fruit pickers are from lower socio economic demographics working in slave like conditions to raise money solely for their overseas families. Backpackers generally play a large role in this sector also, and when

international travel returns in earnest, the dynamic of occupants is likely to change, and with it the behaviors of those occupants, were this matter to be a genuine planning consideration, which it should not.

While this to the greater extent, some comments may be true, it certainly isn't legislated nor limited to those workers, and the fact the report goes in that direction is interesting.

Any large number of persons residing in one residence, needs proper and comprehensive discussions and consideration were it to be acceptable in any instance, but more so in an established quiet neighbourhood that has been like that for many many years.

I am somewhat miffed by the assumption that "human behaviour" should be a consideration and will prevail in all instances, and that "the last thing seasonal workers want to do is get in any trouble" should appease consideration to the local community concerns and legislated process is hardly a valid argument.

Further, why should a quiet country community "risk" the situation when they enjoy a quiet and peaceful lifestyle without this development?

Were it to be considered on a heavily conditioned basis at worst and the residence to become problematic, what recourse would the neighbours and locals have to challenge Council over such a poor decision?

We will be taking this matter to TASCAT in the event it is passed in its current format.

Regards and Thanks

Andrew McCullagh



22 March 2022

General Manager
Northern Midlands Council
PO Box 156,
Longford
Tasmania 7301

Submitted via: planning@nmc.tas.gov.au

Submission against PLN-21-00339

Site	26-28 Charles Street, Cressy
Proposed development	Change of Use to Communal Residence (Accommodation for 20 Seasonal Workers)
Zone	General Residential Zone - none
Use Class	Residential – Communal Living
Development Status	Discretionary

To the Assessing Planning Officer,

We the undersigned, object to the above mentioned Development Application based on the following reasons.

Planning Merit

In the first instance, the applicant has failed to show clear assessment in their application against the Northern Midlands Interim Planning Scheme 2013. The applicant has only provided one page of justification addressing how the application will comply with very limited detail.

Review of relevant standards under Part D – General Residential Zone.

Acceptable Solutions	Performance Criteria	Non Compliance
10.3 Use Standards		
10.3.1 Amenity		
Objective To ensure that non-residential uses do not cause an unreasonable loss of amenity to adjoining and nearby residential uses.		The development is not considered to comply with the objectives of the amenity codes or the acceptance solutions and performance outcomes.
A1 If for permitted or no permit required uses.	P1 The use must not cause or be likely to cause an environmental nuisance through emissions including noise and traffic movement, smoke, odour, dust and illumination.	The development is considered to result in an unreasonable impact to the neighbouring residential uses through increased noise nuisance and unreasonable traffic movement.
A2 Commercial vehicles for discretionary uses must only operate between 7.00am and 7.00pm Monday to Friday and 8.00am to 6.00pm Saturday and Sunday.	P2 Commercial vehicle movements for discretionary uses must not unreasonably impact on the amenity of occupants of adjoining and nearby dwellings.	The approval of 12 beds will allow up to 12 persons to reside on site at any one time. This will result in significant noise impacts to direct neighbour and the greater community along Charles Street. As the applicant has indicated, the workers will <i>always</i> be picked up and dropped off to the premises by a bus. The workers will congregate outside on Charles Street early in the morning waiting for the bus. It is also noted that the bus

		stopping and starting so early in the morning will incur additional noise impacts.
10.3.2 Residential Character – Discretionary Uses		
Objective To ensure that discretionary uses support: a) the visual character of the area; and b) the local area objectives, if any.		The proposed development fails to comply with the acceptable solutions and objectives of the residential character codes. The development will not add to the visual character of the street through the proposal of vehicle parking forward of the dwelling. The existing vegetation and façade of the subject property is very pleasing to Charles Street. The added parking and hardstand area forward on the dwelling will not positively contribute to the streetscape. It will clearly show that this is not a standard dwelling and result in visual impact to the street character. The development does not include any description of the waste management. 12 workers onsite will generate a considerable amount of refuse. There is no detail about the storage of this waste or disposal.
A1 Commercial vehicles for discretionary uses must be parked within the boundary of the property	P1 No performance criteria	
A2 Goods or material storage for discretionary uses must not be stored outside in locations visible from adjacent properties, the road or public	P2 No performance criteria.	
A3 Waste material storage for discretionary uses must: a) not be visible from the road to which the lot has frontage; and b) use self-contained receptacles designed to ensure waste does not escape to the environment.	P3 No performance criteria.	
10.4 Development Standards for Dwellings		
10.4.13.6 Location of Car Parking		
Objective a) To provide convenient parking for resident and visitor vehicles; and b) To avoid parking and traffic difficulties in the development and the neighbourhood; and c) To protect residents from vehicular noise within developments.		As noted above, the development includes parking forward of the building. It is also noted that the development will enclose an existing garage for internal use. The neighbouring property to the south is directly adjacent to the proposed parking spaces. This will cause a direct impact on the rooms directly adjacent to the boundary line including the dwellings principle private open space. The proposal is not just a standard residential use but has the potential of vehicles consistently coming and going at all hours of the day. The development does not include any measures to reduce the amenity impacts on the adjoining neighbour or the residents of Charles Street.
A1 Driveways or car parks of residential buildings (other than dwellings) must be located at least 1.5m from the windows of habitable rooms.	P1 Driveways or car parking spaces (other than for dwellings) must be designed to protect the amenity of the adjoining habitable rooms having regard to the: a) width of the driveway; and b) location of the existing dwellings; and c) number of car spaces served by the driveway; and d) need for physical screening and/or landscaping.	
A2 A garage or carport (other than for dwellings) must be located at least 5.5m from a frontage.	P2 Car parking facilities (other than for dwellings) must be: a) reasonably close and convenient to the use it serves; and b) located to minimise visual impact to the streetscape.	

Local Impact

Notwithstanding the above assessment of the Northern Midlands Interim Planning Scheme 2013, there is evidence of significant impact on the Cressy Community from similar developments in the town.

The Cressy Cabins has and is continued to be used by seasonal workers. The seasonal works continue to create an unreasonable amount of noise disturbance at all hours of the night. The workers congregate outside at early house in the morning waiting for their bus to be collected.

The bus picking them up caused **damage to Council's** infrastructure including footpaths and water pipes. The Rustic Bakehouse had also sustained serious damaged from a seasonal worker who drove a vehicle into the building causing severe structural damage.

The lack of care from the seasonal workers on the local character and the community of Cressy has been offensive and we cannot support the use which will continue to damage and impact our community atmosphere.

Council Policy

Council recently assessed and determined an application similar to the proposed development. According to the Ordinary Meeting of Council 31/01/2022, application PLN-21-0292 for a Community Residence was determined and refused. It was deemed that this application did not meet **Council's** requirements due to its lack of conformity to the local amenity and character. It is noted that PLN-21-0292 has similar development and intent as the subject application.

According to the Ordinary Meeting of Council 21/02/2022, item 10.4 addressed inadequate provision in the planning scheme to cater for itinerant worker accommodation with appropriate amenities and in accordance with federal government requirements. The motion was passed with Council clearly identifying that the policy around workers accommodation was lacking and the policy must change to support the local amenity and intent of the zones.

Request

Given the above assessment and review of the planning application, we request the application be refused based on the following reasons:

- The applicant has failed to demonstrate how the development complies with the Northern Midlands Interim Planning Scheme 2013.
- The development will cause a direct impact to the local amenity through additional noise nuisance and traffic conveyance.
- The existing seasonal workers who reside in Cressy have clearly shown to have caused negative impact on the local character
- Council have already addressed and identified that the existing policies are not adequate in supporting either the use of seasonal workers accommodation and the local community need

Fundamentally, the development does not comply and clearly demonstrates a lack of consideration to the surrounding local community and **Council's policy** and as such we request Council to refuse the application

Kind Regards

Yvonne Airey

Karen Jenkins

From:
Sent: Tuesday, 22 March 2022 12:57 PM
To: NMC Planning
Subject: In reference: PLN-21-0339

Importance: High

Follow Up Flag: Follow up
Flag Status: Completed

To whom it may concern.

I am writing to lodge my objection to the proposed development as a resident of two properties in the affected area, please view below points which I will expand on:

1. Social Licence

Is This development socially acceptable or legitimate? I don't think it is, this application is in a residential zone. Your Council has asked each household to pay residential rates and therefore residential means a property for a resident and/or its family to live in a likeminded area. This development does not come under those terms. The owner of the property is not a resident nor are the paying customers residents. This really should be classed as a business where this project should be placed in a business zone or the customers should be placed on the fruit picking lands where they work, not in a family orientated designated area where I have invested in, under those terms. It is these terms that Midlands Council has zoned and any change to those terms is/should be under a review board for possible breach and disregard to the residents that have abided by these terms since inception.

2. Property Values

When property values fall, will the Council subsidise or compensate the loss to the many residents in the area? It is/has been documented in such cases.

3. Drinking/drug problems or social disregard of residents

What guarantee has the DA applicant given to Council and the residents for such issues which are apparent in other areas of fruit picker accommodation of this size? Are there any noise limits or curfews in place? How will the transport access be allocated? Will there be buses lined up in our quiet residential street like other sites? Will there be 20 cars lined up in front of our streets?

4. Security/psychological impacts

What measures has the applicant or Council taken to ensure the residents will be safe? Will the paying customers (\$200 a week per picker to the owner) have a police check done both locally and internationally to legitimise their suitability to be living in a residential zoned area? How can the applicant and/or Council assist or guarantee any impacts to the elderly in the area? I note that many pickers cook in their bedrooms, what fire management has the applicant issued?

5. Infrastructure

Has the council taken the appropriate steps to ensure sewerage and the like will be adequate for this application? I feel having over 20 people on this site will create extra strain to the infrastructure(sewer,rubbish,vermin,waste,heating) and in turn rates will be increased to accommodate. Should the applicant of this DA present reports: 1. Traffic report 2. Bushfire report as the surrounding area is prone 3. Soil and water management plan etc etc?

I am against this development. I did not buy in the area to ultimately live next to a business project WHERE THE APPLICANT WILL MAKE Redacted - not relevant to determining an application for a permjt. AND THE REST OF THE RESIDENTS SUFFER, I bought and want to live in an area that is residential, quiet, peaceful and stress free.

I note that this application has a large landholding included, which is excessive, not simply one house/resident that wants to assist a few visitors from time to time. Two streets in the residential zone will be affected.

This development is a business development that is not socially acceptable and Midlands Council should not even be considering this. Who is the applicant by the way? Is the applicant a business person or simply cares little about the area and its integrity as a strong united and peaceful residential zone.

If the development does go ahead and things change to a negative due to the above issues I have raised, then I will have no option to seek actions available to me, and I have faith that the residents will be united.

Midlands Council has a responsibility to abide by what the majority of residents in a residential zone expect, not what one business owner wants due to greed. Greed is acceptable in a business setting, not a family one.

Best regards

Anthony Waring PH:

The General Manager

PO Box 156

LONGFORD TAS 7301

Date: 21st MARCH 2022.

I, MRS YVONNE AIREY wish to make a representation to planning application number:
PLAN-21-0339 on the following grounds:

- ADDITIONAL NOISE
- ADDITIONAL TRAFFIC
- THE HOUSE IS NOT ADEQUATE IN
X SUPPORTING THAT MANY OCCUPANTS.

Yours sincerely

y l airey

MRS Y. AIREY

Email: NONE

Address: 17 CHARLES ST CRESSY 7302

Contact Number: [REDACTED]

I AM 93 YEARS OLD AND HAVE LIVED IN
CHARLES ST CRESSY FOR OVER 50 YEARS.

Date: 23. 3. 12.....

I, HELEN WILLIAMS wish to make a representation to planning application number:
PLN-21-00339 on the following grounds:

- The excessive AMOUNT OF PEOPLE LIVING IN ONE HOUSEHOLD
 - Rubbish — one BIN per HOUSEHOLD — where would RUBBISH END UP.
 - WHILST I DON'T LIVE NEAR THIS ADDRESS, I have been told
 - ⚡ Backpackers CAN BE QUITE NOISEY AT TIMES.
- * WILL DEVALUE houses in Cressy with so many BACKPACKERS
Living here — (in Residential
properties
- Yours sincerely

Helena Williams

Address: 89 MAIN ST Cressy 7302

20th March 2022

General Manager

Northern Midlands Council

PO Box 156

Longford Tasmania 7301

Submission against PLN-21-00339

Site- 26/28 Charles street Cressy

Proposed development- Change of use to communal Residence (accommodation for 20 Seasonal workers)

Zone- General residential zone- none

Use Class- Residential communal Living

Development status- Discretionary

To the assessing Planning Officer,

I have noted the above-mentioned proposal and object on the following grounds-

- The application suggests the proposal is to accommodate 20 seasonal workers yet the brief summary from Wilkin design states it is for a maximum of 12 pickers as per the requirements of the NNC, which is it 12 or 20? If the application is approved what is stopping the applicant allowing 20 Seasonal workers to move in to the property as this is the number approved?
- The application suggests that the Seasonal workers will ALWAYS travel by bus to go to and from work, again how can this be guaranteed? Will the manager of the property only approve of workers willing to travel by bus live at the property?
- The application suggests that 5 parking spaces are adequate on the basis of 1 space per bedroom or 2 spaces per 3 bedrooms plus 1 visitor but as this is not the normal Family dynamic or a normal residential home the Parking should be provided on the basis one space per bed as there is no Guarantee the seasonal workers will share a vehicle and not own 1 vehicle each.
- The application suggests that seasonal workers are not 'Party people' and the last thing seasonal workers want to do is get into any 'trouble' this is yet to be seen by the Community of Cressy, the seasonal workers currently residing in Cressy continue to create an unreasonable amount of noise all hours on the night with loud music, congregating on the streets weather that be why waiting for the busses early hours of the morning or late in to the night for whatever reason.
- The application states that the last thing seasonal workers want to do is get into any trouble so it can be easily argued that this type of use is generally a lot quieter than a lot of average families or rental properties is hard to believe as putting 12-20 people in 1 house and expecting that all will get along and live quietly with no disruption is incredibly unlikely, as all young adult are entitled to have fun and enjoy there free time it is expected to be noise but the middle of a quiet residential street in not the place to have this amount of people living in one house.
- The current Bus system taking seasonal workers to and from work have been an issue in the Cressy community as seen so far as well, Causing damage to council infrastructure including foot paths and waterpipes, and power poles. The rustic Bakery also sustained serious damage from a seasonal worker who drove a vehicle into the building causing servers structural damage.

- Charles street dose not have a foot path with adding an extra 12-20 residents to the street with the extra busses and vehicles that will come this will put direct impact on the many families walking children to and from the school located at the end of the street.
- The busses used contribute to atmospheric and noise pollution caused by poor vehicle maintenance and age clearly shown by the many Broken down busses parked at a property on the main road of Cressy used by seasonal workers., using more fuel and emitting excessive exhaust.
- The Application also fails to include any description of waste management. 12-20 workers onsite will generate a considerable amount of refuse. There is no detail about the storage of this waste disposal.

Given the above assessment and review of the planning application we request the application be refused for the lack of consideration to the surrounding local community.

Kind regards

Michael & Katelyn McCarthy

The General Manager
PO Box 156
LONGFORD TAS 7301

NORTHERN MIDLANDS COUNCIL									
File No.									
Property									
Attachments									
REC'D 25 MAR 2022									
GM									
PLN									
PRM									
CSM									
WM									
HR									
HL									

Q 1:59 pm

Date: 25.3.2022

I, ROY BURTON wish to make a representation to planning application number:
PLN-21-00339 on the following grounds:

- I RESIDE AT 113 MAIN ST CRESSY AND HAVE PICKERS UNITS
- NEXT TO ME AT 117A MAIN ST. I CONSTANTLY HAVE TO PUT
- UP WITH EXTREMELY LOUD MUSIC SOMETIMES TILL 3 AM.
- THE BUS LEAVES AT 6 AM. DOORS BANGING PEOPLE SHOUTING AND HORNS BLASTING. MY SLEEP IS SEVERELY IMPAIRED

Yours sincerely

ROY BURTON R. BURTON

Email:

Address: 113 MAIN ST CRESSY

Contact Number: ...

The General Manager
PO Box 156
LONGFORD TAS 7301

NORTHERN MIDLANDS COUNCIL									
File No.									
Property									
Attachments									
REC'D 15 MAR 2022									
GM				PLN					
EDM				BLD					
CCM				MYR					
MM				FA					
HL									

@ 1:59pm

Date: 25-3-2022

I, TONI BURTON wish to make a representation to planning application number:
PLN-21-00339 on the following grounds:

- 2 TOILETS AND 2 SHOWERS FOR 20 PICKERS. ITS
- INHUMANE. THEY WILL BE URINATING OUTSIDE AS
- THEY DO AT THE RINGWOOD HOTEL PICKERS UNITS.
- ITS ALL ABOUT 'FAT CATS' LINING THEIR OWN RICH POCKETS
AT THE EXPENSE OF DESPERATE WORKERS

Yours sincerely

 T. BURTON

Email:

Address: 113 MAIN ST CRESSY TAS

Contact Number:

To The General Manager
Northern Midlands Council

Submission against PLN-21-0339.

NORTHERN MIDLANDS COUNCIL					
File No					
Property					
Attachments					
RECD 24 MAR 2022					
CA	LA	PLN	LA	LA	LA
CDM		BLD			
		MYR			
		EA			

21 March 2022

Reference Number PLN-21-0339 To change residential property 26-28 Charles Street Cressy to Communal accommodation for 20 seasonal workers.

To whom it may concern.

My name is Natalie Smith, I live next door at 24 Charles Street with my husband. Would you want this next door to you? There are a number of issues with this proposal for us.

1. Privacy. It is excessive people in one dwelling not to mention friends visiting. The developer has also cut down 95% of the trees on the fence line that were providing privacy between the two properties. I realize that they were on their side of the fence, but it has now left complete visibility into our home and into theirs. There are already issues with the other Cressy sites for their disturbance. We purchased this property for the quiet country location, not to live next to a hostel.
2. Noise. This is a residential property in a quiet residential street. 20 seasonal workers can't help but make excessive noise. Proposal states a maximum of 12 people with beds laid out for 12 as per requirements of the NNC but else where it says 20. So a discrepancy there. More than a family for which the house was designed. There are so many families out there desperately looking for a home, somewhere to send their kids to school with the Cressy school is just around the corner. It seems like a cash grab from investors. Its also stated that noise would be at a minimum, less than an average rental family. How could this possibly be? You have even almost doubled the amount of people from 12 to 20. Also coming and going at all hours. These people commune and drink outside a great deal and there fore noise will be a huge issue. It is at other locations in Cressy and Longford.
3. I believe it will decrease the value of our property should we decide to sell, having this as a neighbour. That is a huge concern. This is a commercial business venture that shouldn't be carried out in a quiet residential street. Its why people move to Cressy for a quiet lifestyle. Surely investors should find somewhere to house pickers onsite at the farms or somewhere specifically designed for their ventures. Not in a residential street.

There is no mention of waste management as 20 workers would generate a considerable amount of refuse. The application has failed to demonstrate how the development complies with the Northern Midlands Council Interim Planning Scheme 2013.

There is a disregard for the locals especially directly affected neighbours. This will impact our community greatly. There is strong community concern for this going ahead. You only have to read Cressy Community Face Book page for your feedback.

The development demonstrates a lack of consideration to the local community and fears of what will be done with the land behind this property in future planning. Maybe an independent survey should be done to assess the impact this has on locals and businesses in the area. General feedback is not favorable and should be considered. Local business refusing them for their disruptive action and disregard to property.

We strongly reject to this application and hope council refuse this application and hope it doesn't reflect a conflict of interest with any council members in passing this application.

Tim and Natalie Smith

24 March 2022

General Manager
Northern Midlands Council
PO Box 156,
Longford
Tasmania 7301

Submitted via: planning@nmc.tas.gov.au

Submission against PLN-21-00339

Site	26-28 Charles Street, Cressy
Proposed development	Change of Use to Communal Residence (Accommodation for 20 Seasonal Workers)
Zone	General Residential Zone - none
Use Class	Residential – Communal Living
Development Status	Discretionary

To the Assessing Planning Officer,

We the undersigned, object to the above mentioned Development Application based on the following reasons.

Planning Merit

In the first instance, the applicant has failed to show clear assessment in their application against the Northern Midlands Interim Planning Scheme 2013. The applicant has only provided one page of justification addressing how the application will comply with very limited detail.

Review of relevant standards under Part D – General Residential Zone.

10.3 Use Standards		
10.3.1 Amenity		
Objective To ensure that non-residential uses do not cause an unreasonable loss of amenity to adjoining and nearby residential uses.		The development is not considered to comply with the objectives of the amenity codes or the acceptance solutions and performance outcomes.
A1 If for permitted or no permit required uses.	P1 The use must not cause or be likely to cause an environmental nuisance through emissions including noise and traffic movement, smoke, odour, dust and illumination.	The development is considered to result in an unreasonable impact to the neighbouring residential uses through increased noise nuisance and unreasonable traffic movement.
A2 Commercial vehicles for discretionary uses must only operate between 7.00am and 7.00pm Monday to Friday and 8.00am to 6.00pm Saturday and Sunday.	P2 Commercial vehicle movements for discretionary uses must not unreasonably impact on the amenity of occupants of adjoining and nearby dwellings.	The approval of 12 beds will allow up to 12 persons to reside on site at any one time. This will result in significant noise impacts to direct neighbour and the greater community along Charles Street. As the applicant has indicated, the workers will <i>always</i> be picked up and dropped off to the premises by a bus. The workers will congregate outside on Charles Street early in the morning waiting for the bus. It is also noted that the bus

		stopping and starting so early in the morning will incur additional noise impacts.
10.3.2 Residential Character – Discretionary Uses		
Objective To ensure that discretionary uses support: a) the visual character of the area; and b) the local area objectives, if any.		The proposed development fails to comply with the acceptable solutions and objectives of the residential character codes. The development will not add to the visual character of the street through the proposal of vehicle parking forward of the dwelling. The existing vegetation and façade of the subject property is very pleasing to Charles Street. The added parking and hardstand area forward on the dwelling will not positively contribute to the streetscape. It will clearly show that this is not a standard dwelling and result in visual impact to the street character. The development does not include any description of the waste management. 12 workers onsite will generate a considerable amount of refuse. There is no detail about the storage of this waste or disposal.
A1 Commercial vehicles for discretionary uses must be parked within the boundary of the property	P1 No performance criteria	
A2 Goods or material storage for discretionary uses must not be stored outside in locations visible from adjacent properties, the road or public	P2 No performance criteria.	
A3 Waste material storage for discretionary uses must: a) not be visible from the road to which the lot has frontage ; and b) use self-contained receptacles designed to ensure waste does not escape to the environment.	P3 No performance criteria.	
10.4 Development Standards for Dwellings		
10.4.13.6 Location of Car Parking		
Objective a) To provide convenient parking for resident and visitor vehicles; and b) To avoid parking and traffic difficulties in the development and the neighbourhood; and c) To protect residents from vehicular noise within developments.		As noted above, the development includes parking forward of the building. It is also noted that the development will enclose an existing garage for internal use. The neighbouring property to the south is directly adjacent to the proposed parking spaces. This will cause a direct impact on the rooms directly adjacent to the boundary line including the dwellings principle private open space. The proposal is not just a standard residential use but has the potential of vehicles consistently coming and going at all hours of the day. The development does not include any measures to reduce the amenity impacts on the adjoining neighbour or the residents of Charles Street.
A1 Driveways or car parks of residential buildings (other than dwellings) must be located at least 1.5m from the windows of habitable rooms.	P1 Driveways or car parking spaces (other than for dwellings) must be designed to protect the amenity of the adjoining habitable rooms having regard to the: a) width of the driveway; and b) location of the existing dwellings; and c) number of car spaces served by the driveway; and d) need for physical screening and/or landscaping.	
A2 A garage or carport (other than for dwellings) must be located at least 5.5m from a frontage.	P2 Car parking facilities (other than for dwellings) must be: a) reasonably close and convenient to the use it serves; and b) located to minimise visual impact to the streetscape.	

Local Impact

There is evidence of significant impact on the Cressy Community from similar developments in the town.

The Cressy Cabins and Ringwood Hotel has and is continued to be used by seasonal workers. The seasonal workers continue to create an unreasonable amount of noise disturbance at all hours of the night. The workers congregate outside at early hours of the morning waiting for their bus to be collected.

The bus picking them up from the Cabins **caused damage to Council's infrastructure including footpaths and water pipes**. The Rustic Bakehouse had also sustained serious damage from a seasonal worker who drove a vehicle into the building causing severe structural damage.

The lack of care from the seasonal workers on the local character and the community of Cressy has been offensive and we cannot support the use which will continue to damage and impact our community atmosphere.

Council Policy

Council recently assessed and determined an application similar to the proposed development. According to the Ordinary Meeting of Council 31/01/2022, application PLN-21-0292 for a Community Residence was determined and refused. It was deemed that this application did not meet Councils requirements due to its lack of conformity to the local amenity and character. It is noted that PLN-21-0292 has similar development and intent as the subject application.

According to the Ordinary Meeting of Council 21/02/2022, item 10.4 addressed inadequate provision in the planning scheme to cater for itinerant worker accommodation with appropriate amenities and in accordance with federal government requirements. The motion was passed with Council clearly identifying that the policy around workers accommodation was lacking and the policy must change to support the local amenity and intent of the zones.

Request

Given the above assessment and review of the planning application, we request the application be refused based on the following reasons:.

- The development will cause a direct impact to the local amenity through additional noise nuisance and traffic conveyance.
- The existing seasonal workers who reside in Cressy have clearly shown to have caused negative impact on the local character
- The extra vehicle traffic and inexperienced drivers at our already busy intersection of Church and Charles Streets.
- The safety of our children walking to and from school without footpaths and the extra foot traffic on our streets.

The development clearly demonstrates a lack of consideration to the surrounding local community and as such we request Council to refuse the application.

Kind Regards
Andrea and Simon McGee

Karen Jenkins

From:
Sent: Sunday, 27 March 2022 2:48 PM
To: NMC Planning
Subject: Ref: PLN-21-0339 26-28 Charles Street Cressy

Follow Up Flag: Follow up
Flag Status: Completed

Attn: Planning Department

In relation to the above planning application, I am concerned that the application refers to accommodation for 20 pickers whereas upon reading the details, the application documentation refers to a maximum accommodation for 12 people. The house only contains 2 toilets (one separate and one in one of the 2 bathrooms) and even for 12 people this would seem difficult for the pickers but if there were 20 people living in the house it would create a terrible situation for the workers trying to shower and toilet all at the same time.

I note that there is quite a bit of space at the rear of the house with some existing sheds. It would be my suggestion that an extra shower/toilet area be created here for the comfort of the pickers.

I understand that many local residents feel that this application is completely inappropriate, placing so many people in a single house and I agree, if the owners feel it is acceptable to jam 20 people in this house with so few sanitary facilities. We need people in the area to do the work and to provide them with accommodation, but I think it is up to Council to ensure that their stay here is safe and comfortable and that these workers are not exploited.

Yours sincerely
Lyndy Pinner
2 Church Street,
Cressy

27 March 2022

General Manager
Northern Midlands Council
PO Box 156,
Longford
Tasmania 7301

Submitted via: planning@nmc.tas.gov.au

Submission against PLN-21-00339

Site	26-28 Charles Street, Cressy
Proposed development	Change of Use to Communal Residence (Accommodation for 20 Seasonal Workers)
Zone	General Residential Zone - none
Use Class	Residential – Communal Living
Development Status	Discretionary

To the Assessing Planning Officer,

We have just put an offer in on our little dream home in Charles St Cressy and am angry to hear that such a beautiful little street and town could be used for communal living. To think of the cars, the buses, the noise really disheartens us and our reasons for buying in the town.

Hearing of this proposal has questioned whether we continue with our purchase and upsets us to know of the loss of value to a place we are yet to move into.

Because of this we submit my application for objection to the above mentioned proposal.

We the undersigned, object to the above mentioned Development Application based on the following reasons.

Planning Merit

In the first instance, the applicant has failed to show clear assessment in their application against the Northern Midlands Interim Planning Scheme 2013. The applicant has only provided one page of justification addressing how the application will comply with very limited detail.

Review of relevant standards under Part D – General Residential Zone.

Acceptable Solutions	Performance Criteria	Non Compliance
10.3 Use Standards		
10.3.1 Amenity		
Objective To ensure that non-residential uses do not cause an unreasonable loss of amenity to adjoining and nearby residential uses.		The development is not considered to comply with the objectives of the amenity codes or the acceptance solutions and performance outcomes.
A1 If for permitted or no permit required uses.	P1 The use must not cause or be likely to cause an environmental nuisance through emissions including noise and traffic movement, smoke, odour, dust and illumination.	The development is considered to result in an unreasonably impact to the neighbouring residential uses through increased noise nuisance and unreasonable traffic movement.

A2 Commercial vehicles for discretionary uses must only operate between 7.00am and 7.00pm Monday to Friday and 8.00am to 6.00pm Saturday and Sunday.	P2 Commercial vehicle movements for discretionary uses must not unreasonably impact on the amenity of occupants of adjoining and nearby dwellings.	<p>The approval of 12 beds will allow up to 12 persons to reside on site at any one time. This will result in significant noise impacts to direct neighbour and the greater community along Charles Street.</p> <p>As the applicant has indicated, the workers will <i>always</i> be picked up and dropped off to the premises by a bus. The workers will congregate outside on Charles Street early in the morning waiting for the bus. It is also noted that the bus stopping and starting so early in the morning will incur additional noise impacts.</p>
10.3.2 Residential Character – Discretionary Uses		
<p>Objective To ensure that discretionary uses support: a) the visual character of the area; and b) the local area objectives, if any.</p>		<p>The proposed development fails to comply with the acceptable solutions and objectives of the residential character codes. The development will not add to the visual character of the street through the proposal of vehicle parking forward of the dwelling.</p> <p>The existing vegetation and façade of the subject property is very pleasing to Charles Street. The added parking and hardstand area forward on the dwelling will not positively contribute to the streetscape. It will clearly show that this is not a standard dwelling and result in visual impact to the street character.</p> <p>The development does not include any description of the waste management. 12 workers onsite will generate a considerable amount of refuse. There is no detail about the storage of this waste or disposal.</p>
A1 Commercial vehicles for discretionary uses must be parked within the boundary of the property	P1 No performance criteria	
A2 Goods or material storage for discretionary uses must not be stored outside in locations visible from adjacent properties, the road or public	P2 No performance criteria.	
A3 Waste material storage for discretionary uses must: a) not be visible from the road to which the lot has frontage ; and b) use self-contained receptacles designed to ensure waste does not escape to the environment.	P3 No performance criteria.	
10.4 Development Standards for Dwellings		
10.4.13.6 Location of Car Parking		
<p>Objective a) To provide convenient parking for resident and visitor vehicles; and b) To avoid parking and traffic difficulties in the development and the neighbourhood; and c) To protect residents from vehicular noise within developments.</p>		<p>As noted above, the development includes parking forward of the building. It is also noted that the development will enclose an existing garage for internal use.</p> <p>The neighbouring property to the south is directly adjacent to the proposed parking spaces. This will cause a direct impact on the rooms directly adjacent to the boundary line including the dwellings principle private open space.</p> <p>The proposal is not just a standard residential use but has the potential of vehicles consistently coming and going at all hours of the day.</p>
A1 Driveways or car parks of residential buildings (other than dwellings) must be located at least 1.5m from the windows of habitable rooms.	<p>P1 Driveways or car parking spaces (other than for dwellings) must be designed to protect the amenity of the adjoining habitable rooms having regard to the: a) width of the driveway; and b) location of the existing dwellings; and c) number of car spaces served by the driveway; and</p>	

	d) need for physical screening and/or landscaping.	The development does not include any measures to reduce the amenity impacts on the adjoining neighbour or the residents of Charles Street.
A2 A garage or carport (other than for dwellings) must be located at least 5.5m from a frontage.	P2 Car parking facilities (other than for dwellings) must be: a) reasonably close and convenient to the use it serves; and b) located to minimise visual impact to the streetscape.	

Local Impact

Notwithstanding the above assessment of the Northern Midlands Interim Planning Scheme 2013, there is evidence of significant impact on the Cressy Community from similar developments in the town.

The Cressy Cabins has and is continued to be used by seasonal workers. The seasonal works continue to create an unreasonable amount of noise disturbance at all hours of the night. The workers congregate outside at early house in the morning waiting for their bus to be collected.

The bus picking them up caused damage to Council's infrastructure including footpaths and water pipes. The Rustic Bakehouse had also sustained serious damaged from a seasonal worker who drove a vehicle into the building causing severe structural damage.

The lack of care from the seasonal workers on the local character and the community of Cressy has been offensive and we cannot support the use which will continue to damage and impact our community atmosphere.

Council Policy

Council recently assessed and determined an application similar to the proposed development. According to the Ordinary Meeting of Council 31/01/2022, application PLN-21-0292 for a Community Residence was determined and refused. It was deemed that this application did not meet Councils requirements due to its lack of conformity to the local amenity and character. It is noted that PLN-21-0292 has similar development and intent as the subject application.

According to the Ordinary Meeting of Council 21/02/2022, item 10.4 addressed inadequate provision in the planning scheme to cater for itinerant worker accommodation with appropriate amenities and in accordance with federal government requirements. The motion was passed with Council clearly identifying that the policy around workers accommodation was lacking and the policy must change to support the local amenity and intent of the zones.

Request

Given the above assessment and review of the planning application, we request the application be refused based on the following reasons:

- The applicant has failed to demonstrate how the development complies with the Northern Midlands Interim Planning Scheme 2013.
- The development will cause a direct impact to the local amenity through additional noise nuisance and traffic conveyance.
- The existing seasonal workers who reside in Cressy have clearly shown to have caused negative impact on the local character
- Council have already addressed and identified that the existing policies are not adequate in supporting either the use of seasonal workers accommodation and the local community need

Fundamentally, the development does not comply and clearly demonstrates a lack of consideration to the surrounding local community and Council's policy and as such we request Council to refuse the application

Kind Regards

Ross and Patrice Woodland

27 March 2022

General Manager
Northern Midlands Council
PO Box 156,
Longford
Tasmania 7301

Submitted via: planning@nmc.tas.gov.au

Submission against PLN-21-00339

Site	26-28 Charles Street, Cressy
Proposed development	Change of Use to Communal Residence (Accommodation for 20 Seasonal Workers)
Zone	General Residential Zone - none
Use Class	Residential – Communal Living
Development Status	Discretionary

To the Assessing Planning Officer,

I the undersigned, object to the above mentioned Development Application based on the following reasons.

Planning Merit

In the first instance, the applicant has failed to show clear assessment in their application against the Northern Midlands Interim Planning Scheme 2013. The applicant has only provided one page of justification addressing how the application will comply with very limited detail.

Review of relevant standards under Part D – General Residential Zone.

Acceptable Solutions	Performance Criteria	Non Compliance
10.3 Use Standards		
10.3.1 Amenity		
Objective To ensure that non-residential uses do not cause an unreasonable loss of amenity to adjoining and nearby residential uses.		The development is not considered to comply with the objectives of the amenity codes or the acceptance solutions and performance outcomes.
A1 If for permitted or no permit required uses.	P1 The use must not cause or be likely to cause an environmental nuisance through emissions including noise and traffic movement, smoke, odour, dust and illumination.	The development is considered to result in an unreasonable impact to the neighbouring residential uses through increased noise nuisance and unreasonable traffic movement.
A2 Commercial vehicles for discretionary uses must only operate between 7.00am and 7.00pm Monday to Friday and 8.00am to 6.00pm Saturday and Sunday.	P2 Commercial vehicle movements for discretionary uses must not unreasonably impact on the amenity of occupants of adjoining and nearby dwellings.	The approval of 12 beds will allow up to 12 persons to reside on site at any one time. This will result in significant noise impacts to direct neighbour and the greater community along Charles Street. As the applicant has indicated, the workers will <i>always</i> be picked up and dropped off to the premises by a bus. The workers will congregate outside on Charles Street early in the morning waiting for the bus. It is also noted that the bus

		stopping and starting so early in the morning will incur additional noise impacts.
10.3.2 Residential Character – Discretionary Uses		
Objective To ensure that discretionary uses support: a) the visual character of the area; and b) the local area objectives, if any.		The proposed development fails to comply with the acceptable solutions and objectives of the residential character codes. The development will not add to the visual character of the street through the proposal of vehicle parking forward of the dwelling. The existing vegetation and façade of the subject property is very pleasing to Charles Street. The added parking and hardstand area forward on the dwelling will not positively contribute to the streetscape. It will clearly show that this is not a standard dwelling and result in visual impact to the street character. The development does not include any description of the waste management. 12 workers onsite will generate a considerable amount of refuse. There is no detail about the storage of this waste or disposal.
A1 Commercial vehicles for discretionary uses must be parked within the boundary of the property	P1 No performance criteria	
A2 Goods or material storage for discretionary uses must not be stored outside in locations visible from adjacent properties, the road or public	P2 No performance criteria.	
A3 Waste material storage for discretionary uses must: a) not be visible from the road to which the lot has frontage ; and b) use self-contained receptacles designed to ensure waste does not escape to the environment.	P3 No performance criteria.	
10.4 Development Standards for Dwellings		
10.4.13.6 Location of Car Parking		
Objective a) To provide convenient parking for resident and visitor vehicles; and b) To avoid parking and traffic difficulties in the development and the neighbourhood; and c) To protect residents from vehicular noise within developments.		As noted above, the development includes parking forward of the building. It is also noted that the development will enclose an existing garage for internal use. The neighbouring property to the south is directly adjacent to the proposed parking spaces. This will cause a direct impact on the rooms directly adjacent to the boundary line including the dwellings principle private open space. The proposal is not just a standard residential use but has the potential of vehicles consistently coming and going at all hours of the day. The development does not include any measures to reduce the amenity impacts on the adjoining neighbour or the residents of Charles Street.
A1 Driveways or car parks of residential buildings (other than dwellings) must be located at least 1.5m from the windows of habitable rooms.	P1 Driveways or car parking spaces (other than for dwellings) must be designed to protect the amenity of the adjoining habitable rooms having regard to the: a) width of the driveway; and b) location of the existing dwellings; and c) number of car spaces served by the driveway; and d) need for physical screening and/or landscaping.	
A2 A garage or carport (other than for dwellings) must be located at least 5.5m from a frontage.	P2 Car parking facilities (other than for dwellings) must be: a) reasonably close and convenient to the use it serves; and b) located to minimise visual impact to the streetscape.	

Local Impact

Notwithstanding the above assessment of the Northern Midlands Interim Planning Scheme 2013, there is evidence of significant impact on the Cressy Community from similar developments in the town.

The Cressy Cabins has and is continued to be used by seasonal workers. The seasonal works continue to create an unreasonable amount of noise disturbance at all hours of the night. The workers congregate outside at early house in the morning waiting for their bus to be collected.

The bus picking them up caused damage to Council's infrastructure including footpaths and water pipes. The Rustic Bakehouse had also sustained serious damaged from a seasonal worker who drove a vehicle into the building causing severe structural damage.

A property at 25 Main Street Cressy, is also now being rented out to seasonal workers. Previously this was a 3 bedroom residence with minimal impact on the community, for the weekends of 19th March and 26th March 2020 we have experienced considerable noise and smoke pollution emanating from this property resulting in the Tas Police being called at 10:17pm on Sunday 26th March 2020 to seek them to desist from the noise and smoke.

The lack of care from the seasonal workers on the local character and the community of Cressy has been offensive and we cannot support the use which will continue to damage and impact our community atmosphere.

Council Policy

Council recently assessed and determined an application similar to the proposed development. According to the Ordinary Meeting of Council 31/01/2022, application PLN-21-0292 for a Community Residence was determined and refused. It was deemed that this application did not meet Councils requirements due to its lack of conformity to the local amenity and character. It is noted that PLN-21-0292 has similar development and intent as the subject application.

According to the Ordinary Meeting of Council 21/02/2022, item 10.4 addressed inadequate provision in the planning scheme to cater for itinerant worker accommodation with appropriate amenities and in accordance with federal government requirements. The motion was passed with Council clearly identifying that the policy around workers accommodation was lacking and the policy must change to support the local amenity and intent of the zones.

Request

Given the above assessment and review of the planning application, we request the application be refused based on the following reasons:

- The applicant has failed to demonstrate how the development complies with the Northern Midlands Interim Planning Scheme 2013.
- The development will cause a direct impact to the local amenity through additional noise nuisance and traffic conveyance.
- The impact on the local infrastructure for ther increased water, sewerage and road usage.
- The existing seasonal workers who reside in Cressy have clearly shown to have caused negative impact on the local character
- Council have already addressed and identified that the existing policies are not adequate in supporting either the use of seasonal workers accommodation and the local community need

Fundamentally, the development does not comply and clearly demonstrates a lack of consideration to the surrounding local community and Council's policy and as such we request Council to refuse the application

Kind Regards

John Richards
4 Jetson Court, Cressy Tas 7302

Jacqueline Gray, on behalf of my children:
Cameron Gray, Ebonee Puethe, Simon Gray, Jessica Gray
72 Catherine Street,
Longford TAS 7301

Simon Bingley, on behalf of my children:
Caitlin Bingley and Makala Bingley
68 Hobhouse Street.
Longford TAS 7301

27 March 2022

General Manager, Northern Midlands Council
PO Box 156, Longford TAS 7301

Submitted via: planning@nmc.tas.gov.au

SUBMISSION - OBJECTION AGAINST PLN-21-00339

Site	26-28 Charles Street, Cressy
Proposed development	Change of Use to Communal Residence (Accommodation for 20 Seasonal Workers)
Zone	General Residential Zone – none
Use Class	Residential – Communal Living
Development Status	Discretionary

To Northern Midlands Council,

We the undersigned, strongly object to the above-mentioned Development Application.

We all wish to lodge our formal objection to the above proposal given the fact that myself and my fiancé just purchased a block of land at 19 Murfett Street in Cressy to build our "forever home". My fiancé and myself purchased the land due to the rural outlook and quite country town and then this application to put Accommodation for 20 Seasonal Workers, 2 fences over our back fence! We look over our fence directly to the house and into their backyard.

I don't know how you could actually think that this would be an appropriate accommodation for anyone. How many of the current Councilors would accept a job that would put them in a 4-bedroom home sharing with up to 5 strangers in a bedroom and sharing 2 bathrooms between 20 people?

If all the current Northern Midlands Councilors agree to move in and live with the Seasonal workers and share a bedroom with 4 or 5 strangers and 1 bathroom with 10 others then we will agree to approve the application.

If no councilors will live like this in share arrangements, then we understand you don't want this and we don't want this in our backyards, and let us see how many of you would let this be approved in your backyards.

JMGray and SJBingley OBJECTION AGAINST PLN-21-00339

- Page 1 | 5

Honestly, where does this fit in with common human decency and human rights in this country. Even as families currently, all of us have our own bedrooms and have multiple bathrooms for a single family living together.

Cressy is known as a quite rural location and a small country town. This has been disturbed by the current level of season workers at the Ringwood Hotel, Cressy Cabins and other residential properties that house them.

We have had late nights at the block where we can hear these workers, their loud music and voices from our property in Murfett Street.

These seasonal workers are seen throughout the town and the increased vehicle traffic that has been caused by these workers is noticeable.

Their presence in this town is massive, they are everywhere; walking around the streets, in our local establishments and driving around:

- They are not friendly and have no respect,
- They do not make eye contact or say hello,
- They do not respect the road rules,
- They do not act like all other locals do as in a normal country town.

We refer to the submission letter from Wilkin Design that was submitted with the application, which we will point out is a pathetic 1-page letter, and would like to address complete untruths stated in the letter:

- "It is also of note that pickers ***always***, use a bus to go back and forward to work so traditionally do not require many spaces." - honestly – YOU as councilors must know that this is completely untrue! These workers have cars everywhere both here in Cressy and Longford.
- "In summary the application is for a maximum of twelve pickers as per the requirements of the NCC" – why is the application actually for 20 Seasonal Worker? Surely as a council this has to be a major red flag, why is the application for 20, but they are saying 12 on the application?
- "... the pickers come here to work long hours, save money and go back to their families. They are generally not party people." – Honestly – have any of you, the councilors on the Northern Midlands Council have seen these "seasonal workers" in action???? The drinking and partying goes on every night of the week.

We would then draw your attention to the developer, Ian Gonninon, also a councilor on the Northern Midlands Council!

Redacted - not relevant to determining an application for a permit.

How on earth can any of you justify that this application is the best interest of the Cressy community or the Northern Midlands Council.

We are all for Seasonal Workers and the need for them in our area, but how about house them on the farms they work on. The farms also have the land that can house the workers they require.

Similar to the Hydro and the accommodation they provided for their workers on their sites back in the day. They provide "on-site" accommodation for their own workers on their own properties in what was termed "donga's" which where 1 bed, 1-bathroom rooms which is certainly acceptable.

We are all in complete objection to this sort of change of zoning in our community streets.

JM Gray and SJBingley OBJECTION AGAINST PLN-21-00339

- Page 2 | 5

We further include the information we have been provided from a Town Planner who has reviewed the application regarding the planning Merit.

Planning Merit

In the first instance, the applicant has failed to show clear assessment in their application against the Northern Midlands Interim Planning Scheme 2013. The applicant has only provided one page of justification addressing how the application will comply with very limited detail.

Review of relevant standards under Part D – General Residential Zone.

Acceptable Solutions	Performance Criteria	Non Compliance
10.3 Use Standards		
10.3.1 Amenity		
Objective To ensure that non-residential uses do not cause an unreasonable loss of amenity to adjoining and nearby residential uses.		The development is not considered to comply with the objectives of the amenity codes or the acceptance solutions and performance outcomes.
A1 If for permitted or no permit required uses.	P1 The use must not cause or be likely to cause an environmental nuisance through emissions including noise and traffic movement, smoke, odour, dust and illumination.	The development is considered to result in an unreasonable impact to the neighbouring residential uses through increased noise nuisance and unreasonable traffic movement.
A2 Commercial vehicles for discretionary uses must only operate between 7.00am and 7.00pm Monday to Friday and 8.00am to 6.00pm Saturday and Sunday.	P2 Commercial vehicle movements for discretionary uses must not unreasonably impact on the amenity of occupants of adjoining and nearby dwellings.	The approval of 12 beds will allow up to 12 persons to reside on site at any one time. This will result in significant noise impacts to direct neighbour and the greater community along Charles Street. As the applicant has indicated, the workers will always be picked up and dropped off to the premises by a bus. The workers will congregate outside on Charles Street early in the morning waiting for the bus. It is also noted that the bus stopping and starting so early in the morning will incur additional noise impacts.
10.3.2 Residential Character – Discretionary Uses		
Objective To ensure that discretionary uses support: a) the visual character of the area; and b) the local area objectives, if any.		The proposed development fails to comply with the acceptable solutions and objectives of the residential character codes. The development will not add to the visual character of the street through the proposal of vehicle parking forward of the dwelling.
A1 Commercial vehicles for discretionary uses must be parked within the boundary of the property	P1 No performance criteria	The existing vegetation and façade of the subject property is very pleasing to Charles Street. The added parking and hardstand area forward on the dwelling will not positively contribute to the streetscape. It will clearly
A2 Goods or material storage for discretionary uses must not be stored outside in locations visible	P2 No performance criteria.	

JMGray and SJBingley OBJECTION AGAINST PLN-21-00339

- Page 3|5

from adjacent properties, the road or public		show that this is not a standard dwelling and result in visual impact to the street character.
A3 Waste material storage for discretionary uses must: a) not be visible from the road to which the lot has frontage; and b) use self-contained receptacles designed to ensure waste does not escape to the environment.	P3 No performance criteria.	The development does not include any description of the waste management. 12 workers onsite will generate a considerable amount of refuse. There is no detail about the storage of this waste or disposal.
10.4 Development Standards for Dwellings		
10.4.13.6 Location of Car Parking		
Objective a) To provide convenient parking for resident and visitor vehicles; and b) To avoid parking and traffic difficulties in the development and the neighbourhood; and c) To protect residents from vehicular noise within developments.		As noted above, the development includes parking forward of the building. It is also noted that the development will enclose an existing garage for internal use.
A1 Driveways or car parks of residential buildings (other than dwellings) must be located at least 1.5m from the windows of habitable rooms.	P1 Driveways or car parking spaces (other than for dwellings) must be designed to protect the amenity of the adjoining habitable rooms having regard to the: a) width of the driveway; and b) location of the existing dwellings; and c) number of car spaces served by the driveway; and d) need for physical screening and/or landscaping.	The neighbouring property to the south is directly adjacent to the proposed parking spaces. This will cause a direct impact on the rooms directly adjacent to the boundary line including the dwellings principle private open space.
A2 A garage or carport (other than for dwellings) must be located at least 5.5m from a frontage.	P2 Car parking facilities (other than for dwellings) must be: a) reasonably close and convenient to the use it serves; and b) located to minimise visual impact to the streetscape.	The proposal is not just a standard residential use but has the potential of vehicles consistently coming and going at all hours of the day. The development does not include any measures to reduce the amenity impacts on the adjoining neighbour or the residents of Charles Street.

Local Impact

Notwithstanding the above assessment of the Northern Midlands Interim Planning Scheme 2013, there is evidence of significant impact on the Cressy Community from similar developments in the town.

The Cressy Cabins has and is continued to be used by seasonal workers. The seasonal works continue to create an unreasonable amount of noise disturbance at all hours of the night. The workers congregate outside at early house in the morning waiting for their bus to be collected.

The bus picking them up caused damage to Council's infrastructure including footpaths and water pipes. The Rustic Bakehouse had also sustained serious damaged from a seasonal worker who drove a vehicle into the building causing severe structural damage.

JM Gray and SJBingley OBJECTION AGAINST PLN-21-00339

- Page 4|5

The lack of care from the seasonal workers on the local character and the community of Cressy has been offensive and we cannot support the use which will continue to damage and impact our community atmosphere.

Council Policy

Council recently assessed and determined an application similar to the proposed development. According to the Ordinary Meeting of Council 31/01/2022, application PLN-21-0292 for a Community Residence was determined and refused. It was deemed that this application did not meet Councils requirements due to its lack of conformity to the local amenity and character. It is noted that PLN-21-0292 has similar development and intent as the subject application.

According to the Ordinary Meeting of Council 21/02/2022, item 10.4 addressed inadequate provision in the planning scheme to cater for itinerant worker accommodation with appropriate amenities and in accordance with federal government requirements. The motion was passed with Council clearly identifying that the policy around workers accommodation was lacking and the policy must change to support the local amenity and intent of the zones.

Request

Given the above assessment and review of the planning application, we request the application be refused based on the following reasons:

- The applicant has failed to demonstrate how the development complies with the Northern Midlands Interim Planning Scheme 2013.
- The development will cause a direct impact to the local amenity through additional noise nuisance and traffic conveyance.
- The existing seasonal workers who reside in Cressy have clearly shown to have caused negative impact on the local character
- Council have already addressed and identified that the existing policies are not adequate in supporting either the use of seasonal workers accommodation and the local community need

Fundamentally, the development does not comply and clearly demonstrates a lack of consideration to the surrounding local community and Council's policy and as such we request Council to refuse the application.

Again, we stress our complete objection to this application.

Signed



Jacqueline Gray – on behalf of my children

And Simon Bingley – on behalf of my children

JMGray and SJBingley OBJECTION AGAINST PLN-21-00339

- Page 5|5

Karen Jenkins

From:
Sent: Monday, 28 March 2022 1:48 PM
To: NMC Planning
Subject: Fwd: PLN-21-0339 26-28 CHARLES STREET CRESSY

To whom it may concern,

In regards to the Planning application for 26-28 Charles Street Cressy

As a resident of Charles Street particularly close to the house.

I **strongly object** to the planning application submitted

The noise coming from the house will be quite loud and travel along the street. This will be extremely frustrating as there are quite a few people living in the street who start work quite early

There will be more cars and transport entering and exiting the house and street causing safety issues for kids to cross safely and walk home from school safely.

With accommodation already at 25 Main Street and the Ringwood Hotel there is already enough noise and carry on (yelling loudly, music etc.) without adding any more of these accommodation houses for the seasonal workers.

Redacted - not relevant to determining an application for a permit.

If Burlington Berries wish to employ overseas seasonal workers they should accommodate them on site. Housing them on site would cause less noise and disruption to all residents of Cressy.

What once was a lovely quiet town is beginning to fill up with seasonal workers who do not contribute to the town and play loud music and yell constantly

I strongly object to the planning application as does the majority of the community.

Olivia Lowe

9 Charles Street Cressy

Regards

Olivia Lowe

26-28 Charles Street Cressy.
Submission against PLN-21-00339

March 27, 2022

To Whom it may concern,

We are writing this letter in objection to the proposal of 26-28 Charles Street cressy. We live in Murfett street and back on to the property. The property has a full fence into our yard and our house from the second level. We feel to have this many people using the premises we would have no privacy we also have two young children and are a young family living in our forever home that we own.

Redacted - not relevant to determining an application for a permit.

What will happen when our house value declines due to the fact of someone else's greed?

The noise level will go up greatly in a nice quiet area. They will most likely have music blasting into early hours of the morning.

We will have to deal with buses coming up and down our street and they do not drive these buses in the safest manner. If they do have their own vehicles, there will not be enough room for parking there will be cars all over the place.

How will all the roads in this area be able to cope with more traffic that is more damage and more taxpayer's money to fix them. Same as for the sewage lines how will they cope with that many people living in one house? There are only 2 toilets in the whole house for at this current point of saying 20 people. What happens when they want to move more in, or they have people over. There are no way not enough amenities.

With rubbish collection only once a fortnight, there will be rubbish everywhere. We know as a family of 4 how much rubbish there is, with that many people the bins would be overflowing.

We really don't understand with how many families are out there that are struggling to find a home, that someone could do this for money and greed and not even care about the community.

Regards

Robert Penfold and Chloe Folo

Confidential

The General Manager

Northern Midlands Council

I am writing to express my objection of proposed development reference PLN-21-0339.

Part of my apprehension comes from current interactions with seasonal workers in the Cressy community. There have been multiple occasions in the vicinity of the current 'picker accommodation' on Main Street where residents of our town have felt intimidated. Many children reside in Charles Street, Cressy and being within 700m of the local school, the majority of these children walk to and from school daily. Safety for our children should be number one priority.

As stated in the development application, occupants of the proposed communal living *always* use bus(es) as transport. This will obviously contribute to increased traffic in the area. With this also comes an elevated concern for road safety on our quiet street. With no footpath on either side of Charles Street, all foot traffic use the road. This includes parents with prams, runners and groups of cyclists.

If approved, I can only imagine further application for more accommodation in the rear part of the large block. Another 20 odd people under a single roof or portable buildings is high possibility, which again would cause greater angst in our community.

Finally, with such a large number of occupants in one building there will undoubtedly be a considerable rise in noise. Early starts and late finishes for seasonal workers will disrupt current residents of Charles Street.

We are incredibly lucky to live on such a quiet, safe street. To state in the application that a community of 12 people under one roof is quieter than most families, is absolutely absurd.

I urge you to decline this development application in the best interests of Charles Street and the greater Cressy community.

Rhianna Bowerman, Charles Street Cressy resident.

27th March 2022

General Manager

Northern Midlands Council

PO Box 156

Longford Tasmania 7301

NORTHERN MIDLANDS COUNCIL									
File No.									
Property									
Attachments									
REC'D 28 MAR 2022									
GM									
P&DM						PLN			
CSL						BLD			
WM						MYR			
HR						EA			
HLT									

Submission against PLN-21-00339

Site- 26/28 Charles street Cressy

Proposed development- Change of use to communal Residence (accommodation for 20 Seasonal workers)

Zone- General residential zone- none

Use Class- Residential communal Living

Development status- Discretionary

To the assessing Planning Officer,

I have noted the above-mentioned proposal and object on the following grounds-

- The application suggests the proposal is to accommodate 20 seasonal workers yet the brief summary from Wilkin design states it is for a maximum of 12 pickers as per the requirements of the NNC, which is it 12 or 20? If the application is approved what is stopping the applicant allowing 20 Seasonal workers to move in to the property as this is the number approved?
- The application suggests that the Seasonal workers will ALWAYS travel by bus to go to and from work, again how can this be guaranteed? Will the manager of the property only approve of workers willing to travel by bus live at the property?
- The application suggests that 5 parking spaces are adequate on the basis of 1 space per bedroom or 2 spaces per 3 bedrooms plus 1 visitor but as this is not the normal Family dynamic or a normal residential home the Parking should be provided on the basis one space per bed as there is no Guarantee the seasonal workers will share a vehicle and not own 1 vehicle each.
- The application suggests that seasonal workers are not 'Party people' and the last thing seasonal workers want to do is get into any 'trouble' this is yet to be seen by the Community of Cressy, the seasonal workers currently residing in Cressy continue to create an unreasonable amount of noise all hours on the night with loud music, congregating on the streets weather that be why waiting for the busses early hours of the morning or late in to the night for whatever reason.
- The application states that the last thing seasonal workers want to do is get into any trouble so it can be easily argued that this type of use is generally a lot quieter than a lot of average families or rental properties is hard to believe as putting 12-20 people in 1 house and expecting that all will get along and live quietly with no disruption is incredibly unlikely, as all young adult are entitled to have fun and enjoy there free time it is expected to be noise but the middle of a quiet residential street in not the place to have this amount of people living in one house.
- The current Bus system taking seasonal workers to and from work have been an issue in the Cressy community as seen so far as well, Causing damage to council infrastructure including foot paths and waterpipes, and power poles. The rustic Bakery also sustained serious damage from a seasonal worker who drove a vehicle into the building causing servers structural damage.

- Charles street dose not have a foot path with adding an extra 12-20 residents to the street with the extra busses and vehicles that will come this will put direct impact on the many families walking children to and from the school located at the end of the street.
- The busses used contribute to atmospheric and noise pollution caused by poor vehicle maintenance and age clearly shown by the many Broken down busses parked at a property on the main road of Cressy used by seasonal workers., using more fuel and emitting excessive exhaust.
- The Application also fails to include any description of waste management. 12-20 workers onsite will generate a considerable amount of refuse. There is no detail about the storage of this waste disposal.
- As a long term resident of Cressy I have seen the negative effects the current seasonal workers have had on our small town and unless there is a guarantee that the large group of people moving in to this house will be different then I strongly recommend that this doesn't go ahead.

Given the above assessment and review of the planning application we request the application be refused for the lack of consideration to the surrounding local community.

Regards

Christopher Bailey

22nd March 2022.

NORTHERN MIDLANDS COUNCIL									
File No.									
Property									
Attachments									
REC'D 28 MAR 2022									
GM				PLN					
P&DM				BLD					
CSM				MYR					
WM				EA					
HR									
HLT									

We, being part of the Cressy Community object to the inadequate provision in the Northern Midlands Council Planning Scheme 2013 to cater and care for Itinerant workers and their overcrowding accommodation within the Cressy township.

With reference to Planning Application PLN-21-00339, the influx would continue to raise the towns itinerant population, increasing supply on infrastructure, amenities and negatively impacting the quiet rural town.

TONI BURTON

113 MAIN ST

CRESSY TAS

7302

Name	Address	Phone	Signature
VICTORIA BUTCHER	115 main st Cressy		
Sarah Gibson	117a main st Cressy		
Braxton Gibson	117a Main St Cressy		
Tim Meredith	10 Main St Cressy		
LEON ROBSON	98 MAIN ST CRESSY		
Denise Peters	5 King St Cressy		
CHRISTINE M	11 CHURCH ST CRESSY		
SYLVIA C	13 CHURCH ST CRESSY		
NEVILLE GOSS	19 CHURCH ST CRESSY		
Abbie Springer	62 main st Cressy		
Tristan Blazely	62 main st Cressy		
GARRY MATHER	54 MAIN ST CRESSY		
Ben Smith	52 main st Cressy		
Natasha Smith	15 Church St. Cressy		
Jason Smith	✓		
STEVE GOWIN	42a Main St, CRESSY		
GRAEME PROSSER	1/8 MACQUARRIE ST CRESSY		
Glenda Lockett	39 Main St Cressy		
John Lockett	39 Main St Cressy		
Pat Green	18 " " "		
Debbie Sanders	13 Main St Cressy		
Wendy Wilson	90 Main St. Cressy		
KEVIN WILSON	90 MAIN STREET CRESSY		
Relly Smith	17. Church St.		
MICHAEL ROBSON	KING ST CRESSY		
JASON COX	7 MURFET ST, CRESSY		
KFAE COX	7 MURFET ST, CRESSY		
Leandra Morris	143 Main St Cressy		
Hugh Morris	" " "		
Sharon Hayward	125A Main St. Cressy		
Michael Hayward	" " "		
Georgie Hayward	" " "		
DEAN TURKMAN	123 MAIN ST		
ANDY	" " "		

[illegible]


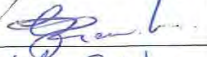

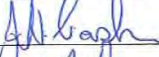
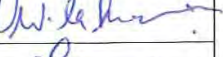



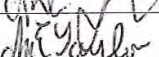
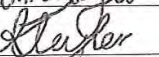

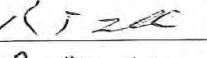
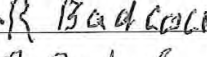
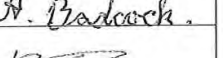

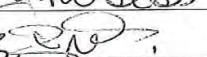
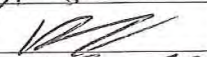
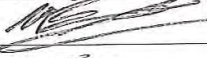
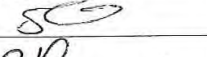

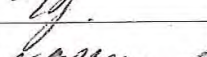

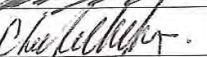
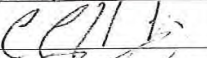

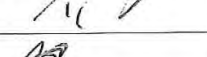



[illegible]

Name	Address	Phone	Signature
Renee McEliff	109 Main St Cressy		
TEN Goss	13 Church St Cressy		
Kylie Bailey	21 Charles St Cressy		
Jeremy McEliff	21 Charles St Cressy		
TIM SMITH	24 Charles St Cressy		
NATALIE SMITH	24 Charles St Cressy		
ELIZ PAINTER	8 JETSON CAT CRESSY		
like fish	13 Charles St Cressy		
Kirsty Scott	15 Charles St Cressy		
Michael McCarthy	20 Charles St Cressy		
Katelyn McCarthy	20 Charles St Cressy		
J. Reid	15 Murfett St Cressy		
Danny Woods	15 Murfett St Cressy		
J. Williams	9 Charles St Cressy		
P. McMashe	10 Charles St Cressy		
R. McMashe	" " " "		
Rebecca Lees	19 Charles St Cressy		
Jim Lees	19 Charles St Cressy		
E. Airey	17 Charles St		
A. Hazen	18 Church St		
Tenny Turner	5 Church St		
Don Turner	" " "		
Andrew McEliff	109 Main St Cressy		
Wayne Stokes	3 Wilson "		
Michelle Upton	28 Main St Cressy		
John Upton	28 Main St Cressy		
Karen Buckney	31 Main St Cressy		
John Martin	22 Main St Cressy		
Donna Martin	22 Main St Cressy		
Keisey Pritchard	24 Main St Cressy		
Luke Pritchard	24 Main St Cressy		
David McBarry	12 Main St Cressy		

14 DEEDS for 10 people

[illegible]

Name	Address	Phone	Signature
Joy HODGETTS	65 SAUNDRIIDGE Rd		J. H. Hodgetts
Judy Goss	61 " "		J. Goss
J. Lab Tubb	9 Saundridge Rd		J. Lab Tubb
Rob GARRWOOD	7 A Saundridge Rd		R. Garrwood
Melanie GARRWOOD	7 B Saundridge Rd		M. Garrwood
Lars Gillingham	17 Saundridge Road		L. Gillingham
Richard GILLINGHAM	19 SAUNDRIIDGE Rd		R. Gillingham
Brook Costello	101 main Street		B. Costello
Sarah Costello	101 main Street		S. Costello
Kim Costello	101 main Street		K. Costello
Maree Green	5 Elphinstone Road		M. Green
Linda HODGETTS	14 Saundridge Rd		L. H. Hodgetts
Roy HODGETTS	14 Saundridge Rd		R. H. Hodgetts
Natalie Keare	16 Saundridge Rd		N. Keare
Kathy Goss	23 Charles Street		K. Goss
Jason Pitt	8 Saundridge Rd		J. Pitt
R von Stieglitz	7 Saundridge Rd		R. von Stieglitz
D. Dennis	9 Stock Route		D. Dennis
R Dennis	9 Stock Route		R. Dennis
E Seaton	11 Main Street		E. Seaton
V. Sparks	14 main RD		V. Sparks
L. Harris	23 main St		L. Harris
M. CURRAN	86 Main St		M. Curran
P. Curran	86 Main St		P. Curran
M Schouten	75 Main St		M. Schouten
S. Quinn	75 MAIN ST		S. Quinn
J WATSON	83 Main St		J. Watson
M Faulkner	1 Church St		M. Faulkner
S McCarty	12 main st		S. McCarty
Tim Goll	5 main st		T. Goll
Jo Pitchford	28 King St		J. Pitchford
CHRIS PITCHFORD	28 KING ST		C. Pitchford
Ben Cawthra	71 Main St		B. Cawthra

Name	Address	Phone	Signature
Angela Jenkins	5 Murfett St, Cressy		
Gale Marsh	88 Main St. Cressy		
JOHN VINER	94 MAIN ST. CRESSY.		John R Viner
TONI BURTON	113 MAIN ST CRESSY		
JANINE CRASHION	95 MAIN ST CRESSY		
WAYNE MORRIS	29 MAIN ST CRESSY		
Diane Byard	3 ARCHER ST CRESSY		
John Lockett	39 MAINS ST Cressy		
ANDY GUARD	3 ARCHER ST CRESSY		
ANDREW TAYLOR	24 ARCHER ST CRESSY.		
Mawita Taylor	24 Archer St Cressy		
Karrie Taylor	20 Archer St Cressy		
Aron Taylor	20 Archer St Cressy		
A TUBB	7 WILLIAM ST CRESSY		
Ross Badcock	4 GATENBY ST CRESSY		
Tony Badcock	4 GATENBY ST CRESSY		A. Badcock.
KYLE BRIMSNEAD	2 Wilson St cressy		
Jeanette Goss	36 Archer St Cressy		
RICK WILSON	36 ARCHER ST CRESSY		
Daniel Morgan	2 King St Cressy		
Nathan Barford	4 King St Cressy		
Sam Barford	4 King St Cressy		
Casey Pinchin	1/1a King St, Cressy		
Betty Jaffray	5 A King St, Cressy		
NEEL SAFERAY	"		
Robert Peadar	17 Murfett St cressy		
Chloe Folo	17 murfett st Cressy		
Graham Carroll	7 King St Cressy		
IRENE FAZACKERLEY	22 "		
DES	"		
Mitch Sherman	24 King Street Cressy		

Name	Address	Phone	Signature
Lyn Knall	2 Spencers Lane		Lyn Knall
Keith Knall	" " " "		Keith Knall
JOYCE LOVE	3 Spencers Lane		Joyce Love
R. Love.	" " "		R. Love
Michael Gm	5 - Spencers Lane		Michael Gm
Dorelle Lockett	27 Gatenby St		Dorelle Lockett
Troy Lockett	27 Gatenby St		Troy Lockett
Button	25 Gatenby St		Button
Button	" " "		Button
1. T. Sands	17 Gatenby St		T. Sands
1. Lisa Green	10 Gatenby St		Lisa Green
T. Green	" " "		T. Green
GERALD COSS	8 Gatenby St		Gerald Coss
2. MAY SHERTON	5 " St		May Sheraton
CHIEF BRINCKMAN	3 " St		Chief Brinckman
DELLA BRINCKMAN	3 " St		Della Brinckman
Luke Pearton	17A Macquarie Street		Luke Pearton
Tamieka Pearton	17A " "		Tamieka Pearton
Alisha Pitchford	9 Macquarie St Cressy		Alisha Pitchford
Roger Pitchford	9 Macquarie St Cressy		Roger Pitchford
Michael J. J.	7 Macquarie St Cressy		Michael J. J.
Nigel Howard	1 MACQUARIE ST. CRESSY		Nigel Howard
Helen Howard	1 Macquarie St Cressy		Helen Howard
LYNNE KING	70 " "		Lynne King
Diane Bassett	69 " " "		Diane Bassett
David Bassett	69 " " "		David Bassett
TREVOR BRANDER	11 GATENBY ST Cressy		Trevor Brander
Louise Brandes	" " "		Louise Brandes

Name	Address	Phone	Signature
Bette Maxwell	123A Main St. Cressy		B Maxwell
Neville Maxwell	" " " "		N Maxwell
Tamara Bass	134 main st Cressy		T Bass
SHAREN BAXTER	131 MAIN ST CRESSY.		S Baxter
HUGH BAXTER	131 MAIN ST CRESSY.		H Baxter
BARRY DARE	129A MAIN ST CRESSY.		B Dare
Cathy Dare	129A Main St Cressy		C Dare
Jenny Scott	125 main St Cressy		J Scott
TOM SCOTT	125 MAIN ST CRESSY		T Scott
SHEREE BORDIN	124 Main St CRESSY		S Bordin
Hardy BORDIN	" " "		H Bordin
Max Saunders	119A Main St CRESSY		M Saunders
Sharon Peters	5 King St "		S Peters
Andrea McGee	6 Charles St Cressy		A McGee
Michael Jenkins	11 Charles St Cressy		M Jenkins
Wendy Pinchin	14 Church St Cressy		W Pinchin
STORE CHRISTIE	60 MAIN ST CRESSY		S Christie
KYM CHRISTIE	60 MAIN ST CRESSY		K Christie
Robert DERRIN	49 MAIN ST CRESSY		R Derrin
Jack Coulter	43 main st CRESSY		J Coulter
Chris Bailey	36 main st Cressy		C Bailey
Karen Lawrence	36 main st Cressy		K Lawrence
Kaylee Martin	22 main St Cressy		K Martin
JAN Goss	5 MAIN ST CRESSY		J Goss
J. LANGSTON	7 MAIN ST CRESSY		J Langston
A.J. AFFRATI	7 MAIN ST CRESSY		A Affrati
J.P. Smith	2 Main St Cressy		J Smith
Tania Red	15 Mains st Cressy		T Red
Lee Garrett	15 Main street Cressy		L Garrett
Ellie Baker	1018 CRESSY ROAD		E Baker
Marg Flood	6 King st Cressy		M Flood
Bec Spencer	78 main st Cressy		B Spencer
Zayra Reiter	199 Eastfield Rd Cressy		Z Reiter

[illegible]

Paul Godier

From: Jo Long
Sent: Monday, 28 March 2022 10:36 AM
To: Paul Godier
Cc: Ian Goninon
Subject: Letter to NMC - Charles Street Cressy.
Attachments: Letter to NMC.docx

Good Morning Paul

Please find attached a letter of support for the proposed seasonal worker accommodation at Charles Street in Cressy.

Thank you.

Kind Regards

Jo Long

Assistant to Ian Goninon – Chairman.

Capital Innovation Insurance Group Pty Ltd - Insurance Brokers

AFS No. 238994, ABN 70 009 519 626

EMAIL | **PH** 03 6332 2500 | **FAX** 03 6332 2520

VISIT US 48 Belhaven Crescent, Newstead 7250 | **POST** PO Box 1935, Launceston, TAS 7250

WEB www.capitalinnovation.com.au

**How do you know you have
the right insurance?**

[Click here to find out...](#)



CONFIDENTIALITY AND PRIVILEGE NOTICE

This e-mail is private and confidential, and may contain legally privileged information. It is intended to be read or used by the addressee only. If you have received this e-mail in error, please notify us immediately by phone on (03) 6332 2500. If you are not the intended recipient, any use, distribution, disclosure or copying of this e-mail is strictly prohibited. The confidentiality and legal privilege attached to this communication is not waived or lost by reason of the mistaken delivery to you.



Linx Employment

2/16 Freshwater Point Road
Legana TAS 7277

03 6330 2471

admin@linxemployment.com.au

www.linxemployment.com.au

Kingsley House

26 Tannery Road
Longford TAS 7301

03 6330 2471

info@kingsleyhouse.com.au

www.kingsleyhouse.com.au

Ross Caravan Park

1 Esplanade
Ross TAS 7209

0437 425 832

info@rosscaravanpark.com.au

www.rosscaravanpark.com.au

Wigwam Tipi & Events

2/16 Freshwater Point Road
Legana TAS 7277

03 6330 2471

camp@campwigwam.com.au

www.campwigwam.com.au

25th March 2022

Northern Midlands

13 Smith Street

Longford TAS 7301

To Whom It May Concern

Dear Sir/Madam

I have been watching and listening with a great degree of concern the overreaction of Cressy residents in relation to an application to house Seasonal Workers in the township of Cressy. In small regional communities such as Cressy the Labour required during different times of the year can be the difference between small towns thriving or dying.

Of course, there are cultural differences but the towns across Australia that have embraced the Pacific Islanders thoroughly enjoy them being part of the greater community. These workers are no different than any other group of itinerant farm workers that are needed at critical times of the year such as harvest, and without them I can speak from current experience we would not have a horticultural industry. The other critical piece to this necessary increase of workers into regional communities is the ability to be able to house them appropriately. We are currently struggling not just Tasmania wide but Australia wide in obtaining enough housing to meet the needs especially at Harvest and DESE puts every approved accommodation provider through very rigid control measures prior to approving.

It is unreasonable to expect all Seasonal Workers to live in Hostel type accommodation as most as situated in larger towns and are a considerable distance from farms, it makes more sense to have a compliment of hostels and private housing options instead of large clusters of workers all in one region/town.

Without businesspeople investing in housing options more pressure is likely to be placed back to Local and State Government to come up



Linx Employment

2/16 Freshwater Point Road
Legana TAS 7277

03 6330 2471

admin@linxemployment.com.au

www.linxemployment.com.au

with solutions to house Seasonal Workers into rural areas during times of high Labour demand.

This will be very disappointing if because of ill informed scare mongering a decision is made that does not benefit either grower, Seasonal Worker, Approved Employer/Labour Supplier under the program and the entity looking to assist with accommodation shortage in a high demand area.

Regards

Kingsley House

26 Tannery Road
Longford TAS 7301

03 6330 2471

info@kingsleyhouse.com.au

www.kingsleyhouse.com.au

Kim Layton

Managing Director

Ross Caravan Park

1 Esplanade
Ross TAS 7209

0437 425 832

info@rosscaravanpark.com.au

www.rosscaravanpark.com.au

Wigwam Tipi & Events

2/16 Freshwater Point Road
Legana TAS 7277

03 6330 2471

camp@campwigwam.com.au

www.campwigwam.com.au



Our ref: 3009406; PLN-21-0278;
Enquiries: Ryan Robinson

18/11/2021

67 Margaret St
LAUNCESTON 7250
via email: info@abodedesignerhomes.com.au

Dear Abode Designer Homes

Additional Information Required for Planning Application PLN-21-0278 - Dwelling (Scenic Management Code, Vary side [S] setback) at 38 Fairtlough St, PERTH

I refer to the abovementioned application, and your response to the Request for Further Information received on the 16th of November 2021, which has been further reviewed by Council's Planners. The following information is required to allow consideration of your application under the *Northern Midlands Interim Planning Scheme 2013*:

- Access via Fairtlough Street;
 - Provide a copy of Crown Consent for the current owners to access the property via Fairtlough Street.
 - Alternatively, please update the site plans to delete access via Fairtlough Street.
- Access via Sinclair Street;
 - Satellite images and a site inspection show that an entry structure is located within the access strip of the subject site. The entry structure will need to be demolished for the construction of the proposed concrete driveway access to Sinclair Street.
 - Please confirm whether the current proposal is to include the demolition of the entry structure? If it does, please include details of the demolition in the site plans, and confirm that the owner of the property at 4 Sinclair Street has been notified of your intention to demolish the structure.
- Current version of Certificate of Title and Schedule of Easements;
 - The property owner identified in the copy of the Certificate of Title and Schedule of Easements provided with the planning application is not the same as those identified in the application form. A current version of the Certificate of Title and Schedule of Easements is required.

Therefore, in accordance with Section 54 of the *Land Use Planning and Approvals Act 1993*, the statutory period for processing the application will not recommence until the requested information

has been supplied to the satisfaction of the Planning Authority. It is a requirement of the Planning Authority that all correspondence, if emailed, is sent to planning@nmc.tas.gov.au and referenced with the planning application number PLN-21-0278. If you have any queries, please contact Council's Planning Section on 6397 7301, or e-mail planning@nmc.tas.gov.au



Ryan Robinson

PLANNER

Copy: Stewart & Kylie French, 55 Hagley Station lane, Hagley 7292
via email: springfarm2@bigpond.com

Note: Due to privacy laws, Council officers only hold discussions with applicants (e.g. when an applicant is acting as the owner's agent, all enquiries must be directed through the applicant).

Exhibited

PLANNING APPLICATION

Proposal

Description of proposal: Construction of a single
level dwelling

(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: 38 Fairtlough St, Perth
(Lot 4 / 40 Fairtlough St,)

CT no: 181 224 / 4

Estimated cost of project \$ 577,000 (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

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

(attach additional sheets if necessary)

Is any signage required?
(if yes, provide details)



RESULT OF SEARCH

RECORDER OF TITLES

Issued Pursuant to the Land Titles Act 1980



SEARCH OF TORRENS TITLE

VOLUME 181224	FOLIO 4
EDITION 2	DATE OF ISSUE 22-Sep-2021

SEARCH DATE : 18-Feb-2022

SEARCH TIME : 02.50 PM

DESCRIPTION OF LAND

Parish of PERTH Land District of CORNWALL

Lot 4 on Sealed Plan 181224

Derivation : Part of Lot 2, 11A-2R-32P Granted to Henry Pye

Prior CT 180686/101

SCHEDULE 1

M913441 TRANSFER to STEWART SCOTT FRENCH and KYLIE BEVERLEY
FRENCH Registered 22-Sep-2021 at 12.01 PM

SCHEDULE 2

Reservations and conditions in the Crown Grant if any

SP181224 EASEMENTS in Schedule of Easements

SP181224 FENCING COVENANT in Schedule of Easements

SP181224 WATER SUPPLY RESTRICTION

SP181224 SEWERAGE AND/OR DRAINAGE RESTRICTION

SP181224 SEPTIC TANK NOTIFICATION

SP157855 & SP180686 FENCING COVENANT in Schedule of Easements

SP157855 & SP180686 WATER SUPPLY RESTRICTION

SP157855 & SP180686 SEWERAGE AND/OR DRAINAGE RESTRICTION

E275731 MORTGAGE to Westpac Banking Corporation Registered
22-Sep-2021 at 12.02 PM

UNREGISTERED DEALINGS AND NOTATIONS

No unregistered dealings or other notations



SCHEDULE OF EASEMENTS

RECORDER OF TITLES

Issued Pursuant to the Land Titles Act 1980

Exhibited



SCHEDULE OF EASEMENTS	Registered Number
NOTE: THE SCHEDULE MUST BE SIGNED BY THE OWNERS & MORTGAGEES OF THE LAND AFFECTED. SIGNATURES MUST BE ATTESTED.	

PAGE 1 OF 2 PAGE/S

EASEMENTS AND PROFITS

Each lot on the plan is together with:-

- (1) such rights of drainage over the drainage easements shown on the plan (if any) as may be necessary to drain the stormwater and other surplus water from such lot; and
- (2) any easements or profits a prendre described hereunder.

Each lot on the plan is subject to:-

- (1) such rights of drainage over the drainage easements shown on the plan (if any) as passing through such lot as may be necessary to drain the stormwater and other surplus water from any other lot on the plan; and
- (2) any easements or profits a prendre described hereunder.

The direction of the flow of water through the drainage easements shown on the plan is indicated by arrows.

Lots 3 and 4 on the Plan are subject to a right of carriageway and Service Easement (appurtenant to Lot 6 on P 17456) over the Right of Way (Private) & Service Easement (20.00 Wide) 12.00 Wide shown on the Plan created by and more fully set forth in C484009.

Lots 3 and 4 on the Plan are subject to a right of carriageway (appurtenant to Lots 2 and 3 on SP157855) over the Right of Way (Private) (12.00 Wide) shown on the Plan.

Lots 3 and 4 on the Plan are subject to a right of carriageway (appurtenant to Lots 1 and 2 on SP180686) over the Right of Way 'A' (Private) (Variable Width) shown on the Plan.

Lots 3 and 4 on the Plan are together with a right of carriageway over the Right of Way 'B' (Private) (Variable Width) shown on the Plan.

FENCING COVENANT

The owner of each Lot on the Plan covenants with KLN Tasmania Pty Ltd (the Vendor) that the Vendor shall not be required to fence.

(USE ANNEXURE PAGES FOR CONTINUATION)

SUBDIVIDER: KLN Tasmania Pty Ltd	PLAN SEALED BY: Northern Midlands Council
FOLIO REF: Volume 180686 Folio 101	DATE: 25.05.2021
SOLICITOR & REFERENCE: Butler, McIntyre & Butler: CKT210186	REF NO. 0420...2322...11/04/4.5
	Council Delegate
NOTE: The Council Delegate must sign the Certificate for the purposes of identification.	



SCHEDULE OF EASEMENTS

RECORDER OF TITLES

Issued Pursuant to the Land Titles Act 1980

Exhibited



<p align="center">ANNEXURE TO SCHEDULE OF EASEMENTS</p> <p align="center">PAGE 2 OF 2 PAGES</p>	<p align="center">Registered Number</p> <p align="center">S 1</p>
<p>SUBDIVIDER: KLN Tasmania Pty Ltd FOLIO REFERENCE: Folio of the Register Volume 178099 Folio 200</p>	

Executed by KLN TASMANIA PTY LTD
(ACN 624 294 631) in accordance with section 127
of the Corporations Act 2001 by authority of its sole
director and sole company secretary:

Signature: 
Keryn Louise Nylander
Sole Director/Secretary

NOTE: Every annexed page must be signed by the parties to the dealing or where the party is a corporate body be signed by the persons who have attested the affixing of the seal of that body to the dealing.

Exhibited



Licence

[DPIPWE Ref: 21/5292]

Date 14 DECEMBER 2021

The Honourable Jacqueline Anne Petrusma MP

(being and as the Minister for the time being for the State of Tasmania administering the *Crown Lands Act 1976* (Tas))

(Licensor)

and

Stewart Scott French and Kylie Beverley French

(Licensee)

and

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

(Guarantor)

THE CROWN SOLICITOR OF TASMANIA
111 Macquarie Street Hobart Tasmania 7000
GPO Box 825 Hobart Tasmania 7001
Telephone: (03) 6165 3650
Facsimile: (03) 6173 0265
File Ref: [CLVF=024783-21] SJL
Doc Ref: sandr573.docx

Exhibited

Contents

Details and recitals	1
Information Table	2
1 Definitions and interpretation	5
1.1 Definitions	5
1.2 Interpretation	7
1.3 Headings	8
1.4 No rule of construction applies to disadvantage party	8
1.5 Information Table	8
2 Grant of Licence	9
2.1 Grant of Licence	9
2.2 No estate or interest	9
2.3 Licensor has access to the Licensed Area	9
3 Licence Fee	9
3.1 Fixed Licence Fee	9
3.2 Adjustment of Licence Fee	9
4 Conditions of Licence	10
4.1 Conditions	10
4.2 Determination of Licence	13
4.3 Things remaining on the Licensed Area	13
4.4 Notice to repair	13
4.5 Licensor may recover costs	14
5 Licensor's acknowledgements	14
5.1 Use of Licensed Area	14
5.2 Licensor not responsible	14
6 Licensee's indemnities and waiver	14
6.1 Licensee indemnifies Licensor for risk	14
6.2 Licensee indemnifies Licensor against loss and damage	14
6.3 Licensee's risk	14
6.4 Licensee indemnifies Licensor against Contamination	15
6.5 Waiver of rights of recovery from the Licensor	15
6.6 Nature of indemnities and waiver	15
7 Insurance	15
7.1 Licensee to insure	15
7.2 Crown to be insured	16
7.3 Licensee to notify Licensor	16
7.4 Evidence of insurance	16
7.5 Licensor may insure	16
7.6 Licensee not to prejudice insurance	16
7.7 Licensor may waive obligation to insure	17
8 Termination of Licence	17
8.1 Licensor's right to terminate	17
8.2 Antecedent breach	18

Exhibited

8.3	No compensation payable on termination	18
9	Holding over	18
10	Interest	18
11	Licensee's risk	18
12	No representation or warranty	18
12.1	No representation about suitability	18
12.2	No representation about zoning	19
13	Guarantee and Indemnity	19
13.1	Application	19
13.2	Consideration for Guarantee	19
13.3	Guarantee and indemnity	19
13.4	Period of Guarantee	19
13.5	Extent of Guarantee	19
13.6	Guarantee in favour of owner	20
13.7	Guarantee is joint and several	20
13.8	Guarantee not discharged	20
14	Special terms and conditions	21
15	GST	21
16	Dispute resolution	22
16.1	Application	22
16.2	Negotiation	22
16.3	Status of negotiations	22
16.4	Further action	22
16.5	Continuation of performance	22
16.6	Injunctive and other discretionary relief	23
17	Notices	23
17.1	Notice requirements	23
17.2	Method and address for delivery	23
17.3	Time of receipt	23
17.4	Other modes or places of service	24
18	Miscellaneous	24
18.1	Governing law	24
18.2	Dispute jurisdiction	24
18.3	Entire agreements clause	24
18.4	Liability	24
18.5	Benefit	24
18.6	Compliance with obligations	25
18.7	Severance	25
18.8	Counterparts	25
18.9	Execution of Licence	25
18.10	Further assurance	25
18.11	Business Days	25
18.12	No partnership or agency	25
18.13	Legal costs	26

Exhibited

18.14	Amendment	26
18.15	Waiver	26
18.16	Successors and assigns	26
18.17	Rights cumulative	27
18.18	Set-off	27
18.19	Disclosure	27
18.20	Consent and approvals	27
18.21	Doctrine of merger	27
18.22	Minister or State of Tasmania expressed to be party	27
18.23	No interference with executive duties or powers	28
18.24	Surviving provisions and termination	28
	Signing	29
	Attachment: Plan	31

Exhibited

Licence

Details and recitals

Date: 14 DECEMBER 2021

Parties:

Name	The Honourable Jacqueline Anne Petrusma MP (being and as the Minister for the time being for the State of Tasmania administering the <i>Crown Lands Act 1976</i> (Tas))
Short form name	Licensor
Notice details	C/- Department of Primary Industries, Parks, Water and Environment, GPO Box 44, Hobart, Tasmania 7001 Telephone:(03) 6169 9015 Attention: Secretary, Department of Primary Industries, Parks, Water and Environment
Name	Stewart Scott French and Kylie Beverley French
Short form name	Licensee
Notice details	55 Hagley Station Lane, Hagley Tasmania 7292 Telephone: 0407 922 199 Email: Not provided
Name	The person or entity (if any) named in Item 1
Short form name	Guarantor
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.

Exhibited

Information Table

Item 1 Page 1:	Guarantor's details
Name:	Not applicable.

Item 2 (clause 1.1): Licensed Area
All that area of Crown land situated adjacent to 38 Fairtlough Street, Perth, Tasmania identified by Property Identification Number 2255672 being approximately 3,400m ² shown outlined in red on the Plan.

Item 3 (clause 1.1): Improvements
Nil.

Item 4 (clause 1.1): Commencement Date
1 December, 2021.

Item 5 (clause 1.1): Expiry Date
30 November, 2071.

Item 6 (clause 1.1): Term
The period of fifty (50) years.

Item 7 (clause 3): Licence Fee
\$100.00.

Item 8 (clause 3.1): Fixed Licence Fee
Applicable.

Item 9 (clause 3.2): Adjustment of Licence Fee
Not applicable.

Item 10 (clause 1.1): Insured Amount
\$20,000,000.00.

Exhibited

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 40(1).

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 38 Fairtlough Street, Perth, Tasmania comprised in folio of the Register Volume 181224 Folio 4.

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:

- (i) the municipal Council accepts the Licensed Area as a public road; or
- (ii) the Licensee ceases to be the owner of the land known as 38 Fairtlough Street, Perth, Tasmania comprised in folio of the Register Volume 181224 Folio 4.

(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:

- (i) removing living or dead native vegetation;
- (ii) eradicating noxious, or other weed;
- (iii) controlling vermin;
- (iv) revegetation with local provenance flora;
- (v) maintaining drains or other infrastructure;
- (vi) any other works as directed by the Licensor from time to time; and
- (vii) disturbing the ground soil to do any of those things.

Exhibited

(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.

Exhibited

Operative provisions

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.

Exhibited

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.

Exhibited

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

Exhibited

- (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.

Exhibited

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.

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.

Exhibited

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:

Exhibited

- (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

Exhibited

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;

Exhibited

- (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.

Exhibited

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.

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.

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.

Exhibited

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.

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

Exhibited

- (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.

Exhibited

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.

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.

Exhibited

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.

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.

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.

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.

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;

Exhibited

- (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.

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;

Exhibited

- (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;

Exhibited

- (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.

Exhibited

- (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.

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:
 - (b) any settlement proposal made to, or considered by, a party;
 - (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.

Exhibited

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.

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;

Exhibited

- (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.

Exhibited

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:

Exhibited

- (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.

Exhibited

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

Exhibited

- (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.

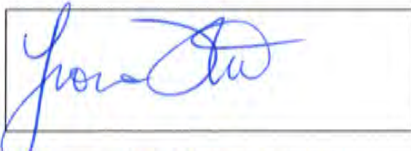
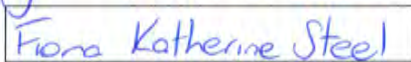



Executed as a deed

Exhibited

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:

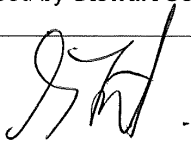
Signature: →		
*Print name:		Witness' signature: → 
*Position and Position Number:		*Witness print name and position: 
Please complete:		
*Use BLOCK LETTERS	*Witness print address:	

Exhibited


Signing by Licensee

Executed as a deed by **Stewart Scott French** in the presence of the witness named below:

Signature:
→



Witness'
signature:
→



*Witness
print
name:

Melissa Hayes

*Use BLOCK LETTERS


*Witness
print address:

24 Travellers Drive,
Travellers Rest
7250


Signing by Licensee

Executed as a deed by **Kylie Beverley French** in the presence of the witness named below:

Signature:
→



Witness'
signature:
→



*Witness
print
name:

Melissa Hayes

*Use BLOCK LETTERS

*Witness
print address:

24 Travellers Drive,
Travellers Rest, 7250

Exhibited

Attachment: Plan

MAP OF SUBJECT AREA OFF FAIRTLOUGH STREET, PERTH



**PLAN IS FOR ILLUSTRATION
PURPOSES ONLY**

 Freehold property
CT 181224/4

 Licence area

 Locality point

File number: 21/5292

PID: 2255672

Area estimate: $\pm 3400\text{m}^2$

Locality Plan



Revised
24.02.2022

Exhibited

CONSTRUCTION ISSUE REVISION I

PROPOSED RESIDENCE FOR

KYLIE & STEWART FRENCH

AT

LOT 4, 38 FAIRTLOUGH STREET
PERTH TAS 7300

PAGE LIST	
PAGE NO	PAGE TITLE
01	COVER
02	SITE PLAN
03	PART SITE PLAN
04	FLOOR PLAN
05	3D VIEWS
06	ELEVATIONS
07	CROSS SECTION
08	FOUNDATION PLAN
09	ELECTRICAL & FIXTURES PLAN
10	LIGHTING CALCULATOR
11	ROOF DRAINAGE
12	WET AREA DETAILS 1
13	WET AREA DETAILS 2

GENERAL NOTES:

- ALL DESIGN, CONSTRUCTION METHODS AND MATERIALS TO BE IN ACCORDANCE WITH:
 - THE CURRENT NATIONAL CONSTRUCTION CODES (NCC)
 - THE STATE DEVELOPMENT CODE
 - BUILDING REGULATIONS
 - CURRENT ISSUES OF AUSTRALIAN STANDARDS & MANUFACTURERS SPECIFICATIONS & INSTALLATION DETAILS FOR MATERIALS USED
- THESE PLANS ARE TO BE READ IN CONJUNCTION WITH CONTRACT DOCUMENTS AND ENGINEERS DRAWINGS AND SPECIFICATIONS. RESPONSIBLE PARTIES ARE TO BE NOTIFIED OF ANY DISCREPANCIES.
- SUBSTITUTION OF ANY STRUCTURAL MEMBERS & OR VARIATIONS TO ANY PART OF THE DESIGN WILL VOID ANY RESPONSIBILITIES OF THE BUILDING DESIGNER FOR THE STRUCTURAL INTEGRITY & PERFORMANCE OF THE BUILDING.
- 3D VIEWS, PERSPECTIVES AND ILLUSTRATIONS ARE INTENDED TO BE A VISUAL AID ONLY. THEY ARE NOT PRESCRIPTIVE BUT INDICATIVE ONLY. THE IMAGES ARE NOT TO BE RELIED UPON IN ANY WAY FOR FINAL CONSTRUCTION FINISHES AND RESULTS.
- ALL DIMENSIONS IN MILLIMETERS.
- DIMENSIONS TAKE PREFERENCE TO SCALE AND ARE TO STRUCTURE NOT FINISH ON NEW WORK. EXISTING WALLS MAY BE NOMINALLY DIMENSIONED.
- ALL DIMENSIONS, DETAILS, SITE LEVELS AND FINISHED FLOOR LEVELS TO BE CONFIRMED BY CONTRACTOR BEFORE COMMENCEMENT OF ANY CONSTRUCTION AND RESPONSIBLE PEOPLE NOTIFIED OF ANY DISCREPANCIES.
- MANUFACTURER'S SPECIFICATION MEANS A CURRENT APPROVED SPECIFICATION FOR USE UNDER THE CONDITIONS APPLICABLE THESE DRAWINGS ARE AVAILABLE DIGITALLY, IF REQUIRED.
- ANY DATA SUPPLIED BY OTHERS AND SHOWN ON THESE DRAWINGS ARE NOT THE RESPONSIBILITY OF THIS DESIGNER. ALL USERS OF THESE DRAWINGS ARE ADVISED TO CHECK OTHER SUPPLIED DATA.
- OWNER REMAINS RESPONSIBLE FOR ONGOING MAINTENANCE OF BUILDING. STRUCTURAL ELEMENTS IN PARTICULAR ARE TO REMAIN PROTECTED BY THE METHODS SHOWN AND LISTED IN THESE DRAWINGS.
- ALL WINDOW AND DOOR DIMENSIONS ARE NOMINAL.

SITE WORKS NOTES:

- POSITION OF DWELLING TO BE CONFIRMED BY SURVEYOR & CLIENT PRIOR TO ANY SITE WORKS.
- ALL STORMWATER, DOWN PIPES, RAIN WATER TANKS & SITE DRAINAGE TO BE SIZED & LOCATED BY THE HYDRAULIC CONSULTANT/ PLUMBER IN ACCORDANCE WITH NCC VOL. 2.3.1.2 & 3.5.2 AND STATE LEGISLATION/ LOCAL PLANNING SCHEME HOUSE CODE AND AS 3500 ALL PARTS.
- BUILDER TO ENSURE THAT ACTUAL SEWER LINE AND MANHOLE POSITIONS MATCH THOSE AS SHOWN AS BASED ON LOCAL AUTHORITY DOCUMENTS. ANY DISCREPANCIES MUST BE BROUGHT TO ATTENTION AND RESOLVED PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- BUILDER TO DETERMINE APPROPRIATE PLATFORMING METHOD ON SITE PRIOR TO COMMENCEMENT OF ANY WORKS. FINISHED FLOOR LEVEL IS TO BE ABOVE THE MINIMUM LEVEL AS PER LOCAL AUTHORITIES REQUIREMENTS & TO COMPLY WITH NCC VOL. 2.3.1.2.3.
- FALL OF LAND UNKNOWN AND IS TO BE CONFIRMED ON SITE BEFORE COMMENCEMENT OF CONSTRUCTION. ANY REQUIRED EARTHWORKS INCLUDING CUT, FILL, BATTERS AND RETAINING MUST COMPLY WITH THE CURRENT NCC VOLUME 2 3.1.1, AS 3798 & AS 4200.
- THE FINISHED SURFACE IMMEDIATELY SURROUNDING THE DWELLING, 1000mm WIDE, IS TO FALL AWAY FROM THE DWELLING AT A SLOPE OF 1 IN 20 MINIMUM.
- STORMWATER MUST BE CONNECTED TO A LEGAL POINT OF DISCHARGE -
 - STORMWATER KERB ADAPTERS TO STREET (2 MAX.)
 - ROOFWATER/STORMWATER PIPE
 - BUBBLERS TO COUNCIL SPECIFICATION.
 - RAINWATER TANK, OVERFLOW MUST CONNECT TO STORMWATER SYSTEM.
- SURFACE DRAINAGE IS TO DISCHARGE EVENLY WITHIN THE SITE AND WITHOUT NUISANCE TO ADJOINING PROPERTIES.
- ALL SUB-FLOOR AREAS MUST BE GRADED TO AVOID THE PONDING OF WATER.
- THE HEIGHT OF FENCES, INCLUDING THE HEIGHT OF RETAINING WALLS ARE NOT TO EXCEED 2.0m ABOVE FINISHED GROUND LEVEL ONLY IF INDICATED ON THE PLANS AND TO LOCAL AUTHORITY APPROVAL.
- WHERE SERVICES / PIPEWORK ARE LOCATED UNDER DRIVEWAYS AND SLABS CONTRACTORS ARE TO ENSURE ADEQUATE COMPACTION TO TRENCH BACKFILL IS ACHIEVED TO SUPPORT CONCRETE.

PATH/DRIVEWAY NOTES:

- DRIVEWAY SLOPE NOT TO EXCEED 1:4. CHECK WITH LOCAL AUTHORITY REQUIREMENTS PRIOR TO CONSTRUCTING ANY DRIVEWAYS, PATHWAYS OR CROSSEOVERS BETWEEN THE PROPERTY BOUNDARY AND ROAD KERB.
- PROVIDE A LAYER OF SAND A MINIMUM OF 20mm THICK UNDER THE SLAB, COMPACTED AND LEVELED.
- SLAB THICKNESS, MESH TO ENGINEERS DESIGN.

3D VIEW NOTES:

- GROUND LINE OR SLOPE OF SITE IS NOT REPRESENTED ON 3D VIEWS.
- FURNITURE AND FIXTURES ARE INDICATIVE ONLY AND ARE NOT PRESCRIPTIVE.
- 3D VIEWS, PERSPECTIVES AND ILLUSTRATIONS ARE INTENDED TO BE A VISUAL AID ONLY. THEY ARE NOT PRESCRIPTIVE BUT INDICATIVE ONLY. THE IMAGES ARE NOT TO BE RELIED UPON IN ANY WAY FOR FINAL CONSTRUCTION FINISHES AND RESULTS.

ELECTRICAL NOTES:

- SMOKE ALARMS TO BE INSTALLED IN ACCORDANCE WITH THE NCC PART 3.7.2 - SMOKE ALARMS. SMOKE ALARMS MUST COMPLY WITH AS 3786.
 - ONLY USE PHOTOELECTRIC TYPE SMOKE ALARMS
 - ALL SMOKE ALARMS TO BE INTERCONNECTED
 - INSTALL LOCATIONS:
 - ON EACH LEVEL OF LIVING SPACE
 - OUTSIDE EACH BEDROOM AREA
 - IN EVERY BEDROOM
- THIS PLAN IS INDICATIVE ONLY AND IS TO BE USED ONLY AS AN EXAMPLE. OWNERS TO NOMINATE FINAL POSITIONS OF ELECTRICAL APPLIANCES, LIGHTING AND ELECTRICAL FITTINGS.

ELEVATION NOTES:

- WALL FINISHES AND WINDOW TYPES ARE INDICATIVE ONLY AND ARE NOT PRESCRIPTIVE. REFER TO BUILDERS SPECIFICATIONS FOR DETAILS.
- GROUND LINE SHOWN ON ELEVATIONS DOES NOT RELATE TO ACTUAL SLOPE OF SITE.
- FURNITURE AND FIXTURES ARE INDICATIVE ONLY AND ARE NOT PRESCRIPTIVE.
- ELEVATIONS ARE INTENDED TO BE A VISUAL AID ONLY, THEY ARE NOT PRESCRIPTIVE BUT INDICATIVE ONLY. THE IMAGES ARE NOT TO BE RELIED UPON IN ANY WAY FOR FINAL CONSTRUCTION FINISHES AND RESULTS.

SECTION NOTES:

- TRUSS DESIGN IS INDICATIVE ONLY AND IS NOT PRESCRIPTIVE. FINAL DESIGN TO TRUSS MANUFACTURER SPECIFICATIONS.
- ALL PINE TO BE JD4 MIN.
- ALL HWD. TO BE F14 MIN.
- GROUND LINE SHOWN DOES NOT RELATE TO ACTUAL SLOPE OF SITE.
- FURNITURE AND FIXTURES ARE INDICATIVE ONLY AND ARE NOT PRESCRIPTIVE.
- SECTIONS ARE INTENDED TO BE A VISUAL AID ONLY. THEY ARE NOT PRESCRIPTIVE BUT INDICATIVE ONLY. THE IMAGES ARE NOT TO BE RELIED UPON IN ANY WAY FOR FINAL CONSTRUCTION FINISHES AND RESULTS.

FOUNDATION NOTES:

- THESE PLANS ARE TO BE READ IN CONJUNCTION WITH CONTRACT DOCUMENTS AND ENGINEERS DRAWINGS AND SPECIFICATIONS. RESPONSIBLE PARTIES ARE TO BE NOTIFIED OF ANY DISCREPANCIES. SITE CLASSIFICATION IS TO BE CONFIRMED BY INSPECTION OF FOOTING EXCAVATIONS.
- PLUMBER RESPONSIBLE TO LOCATE AND CONFIRM SEWER HOUSE CONNECTION LOCATION ACCURATELY PRIOR TO COMMENCEMENT. PLUMBER IS TO VERIFY WITH SITE SUPERVISOR PRIOR TO SETTING OUT FIXTURE DRAINAGE POINTS. NO AMENDMENTS OR SPECIAL FIXTURES HAVE BEEN NOMINATED.
- WHERE SERVICES / PIPEWORK ARE LOCATED UNDER DRIVEWAYS AND SLABS CONTRACTORS ARE TO ENSURE ADEQUATE COMPACTION TO TRENCH BACKFILL ACHIEVED TO SUPPORT CONCRETE.
- REBATE GARAGE DOORS & SLIDING GLASS DOORS 20mm, AND SHOWER RECESSES 50mm IN LOCATIONS SHOWN.
- ACCORDING TO MANUF' SPEC. OR BUILDERS DIRECTIONS.
- MINIMUM COVER TO GROUND - 50mm.
- TOP COVER TO SLAB REINFORCEMENT - 30mm.
- GRADE FINISHED GROUND SURFACE TO DIVERT WATER AWAY FROM BUILDING.
- WATERPROOF MEMBRANE IS 0.2mm POLYETHYLENE. JOINTS ARE TO BE LAPPED 300mm AND TAPED.
- REINFORCEMENT TO BE SUPPORTED ON PLASTIC CHAIRS AT 1000mm CRS.
- ALL CONCRETE IS TO BE MECHANICALLY VIBRATED DURING PLACING.
- FILL MATERIAL AND SAND UNDER SLABS IS TO BE COMPACTED TO 95% OF MAX. DRY DENSITY.
- FLOORS TO ALL WET AREAS TO HAVE A FALL TO A FLOOR WASTE.

SITE INFORMATION:

LAND TITLE REFERENCE: SP 181224
SUBURB: PERTH
LOCALITY: LAUNCESTON
LOCAL AUTHORITY: NORTHERN MIDLANDS COUNCIL
ZONING: 10.0 GENERAL RESIDENTIAL

LAND SIZE: 7707.75m²
DWELLING FLOOR AREA: 270.0m²
SITE COVERAGE: 3.5%
PORCH/PATIO AREA: 26.0m²

OVERLAYS: BUSHFIRE PRONE AREAS, URBAN GROWTH BOUNDARY, SCENIC MANAGEMENT AREA

WIND CLASSIFICATION: N3 (50m/s)
TERRAIN CATEGORY: TC 2
SHIELDING: NS
BAL LEVEL: TBA
TOPOGRAPHIC: T1
CLIMATE ZONE: A
CORROSION ENVIRONMENT: MODERATE
SOIL TYPE: CLASS M

ROOF DRAINAGE NOTES:

- ALL GUTTER AND DOWNPipe WORKS TO AS/NZS 3500.3 AND CURRENT NCC VOLUME 2 PART 3.5.2.
- DOWNPipes (DP) TO BE 100mmØ UPVC.
- TEMPORARY DOWNPipes TO BE PROVIDED AT DP LOCATIONS DURING CONSTRUCTION DRAINING ROOFWATER ONTO GROUND, 2M MIN AWAY FROM BUILDING.
- ALL STORMWATER, DOWN PIPES, RAIN WATER TANKS & SITE DRAINAGE TO BE SIZED & LOCATED BY THE HYDRAULIC CONSULTANT/ PLUMBER IN ACCORDANCE WITH NCC VOL. 2.3.1.2 & 3.5.2 AND STATE LEGISLATION/ LOCAL PLANNING SCHEME HOUSE CODE AND AS 3500 ALL PARTS.
- THE ROOF DRAINAGE SYSTEM MUST BE PROVIDED WITH AN OVERFLOW TO PREVENT THE BACKFLOW OF WATER INTO THE BUILDING.
- THE AREA SPECIFIC RAINFALL INTENSITY MUST BE SELECTED FROM NCC TABLE 3.5.2.1 OR FROM AS/NZ3500.
- EAVES GUTTERS MUST BE INSTALLED AT A FALL NOT LESS THAN 1 IN 500 WITH SUPPORT BRACKETS AT 1.2m MAXIMUM CENTRES.
- BOX GUTTERS MUST BE INSTALLED AT A FALL NOT LESS THAN 1 IN 100 IN ACCORDANCE WITH AS/NZ3500.3.
- DOWNPipes MUST SERVE NOT MORE THAN 12 METERS OF GUTTER LENGTH FOR EACH DOWNPipe WHICH MUST BE LOCATED AS CLOSE AS POSSIBLE TO VALLEY GUTTERS. EAVES GUTTERS MUST BE PROVIDED WITH AN OVERFLOW SYSTEM WHERE DOWNPipes ARE LOCATED MORE THAN 1.2 METRES FROM A VALLEY GUTTER.

FLOOR PLAN NOTES:

- SMOKE ALARMS TO BE INSTALLED IN ACCORDANCE WITH THE NCC PART 3.7.2 - SMOKE ALARMS. SMOKE ALARMS MUST COMPLY WITH AS3786.
 - ONLY USE PHOTOELECTRIC TYPE SMOKE ALARMS
 - ALL SMOKE ALARMS TO BE INTERCONNECTED
 - INSTALL LOCATIONS:
 - ON EACH LEVEL OF LIVING SPACE
 - OUTSIDE EACH BEDROOM AREA
 - IN EVERY BEDROOM
- WALL FINISHES AND WINDOW TYPES ON 3D VIEWS ARE INDICATIVE ONLY AND ARE NOT PRESCRIPTIVE.
- ALL GLAZING TO BE IN ACCORDANCE WITH AS1288. WINDOWS SIZES MAY VARY DUE TO MANUFACTURER'S SPECIFICATIONS.
- BUILDER TO CONFIRM ALL DIMENSIONS PRIOR TO CONSTRUCTION. DIMENSIONS ARE TO FRAME ONLY AND DO NOT INCLUDE CLADDING/LININGS (UNO).
- S.S. BALUSTRADING TO COMPLY WITH CURRENT NCC VOLUME 2 SECTION 3.9.2.3 'WIRE BALUSTRADING CONSTRUCTION'
- DOORS TO W.C.'S TO HAVE LIFT OFF HINGES (ONLY IF THE DOORS SWING IN TOWARDS THE W.C).
- MASONRY CONSTRUCTION TO AS 3700.
- REFER ENGINEERS DRAWINGS & SPECIFICATIONS FOR ALL STRUCTURAL DETAILS, FRAMING, BRACING, TIE DOWN AND SLAB/FOOTING DETAILS.
- SEAL WET AREAS IN ACCORDANCE WITH AS3740 & NCC REQUIREMENTS.
- PROVIDE FLOOR WASTE TO ALL WET AREAS.



M: 0419 786 578
M: 0403 508 705
E: plans@areidesigns.com.au
W: areidesigns.com.au
ABN: 31614195818
LIC: 7461

PLAN NUMBER:
#1442

AREI PLAN CODE:
AREI DESIGNS

CLIENT:
ABODE DESIGNER HOMES

DRAWING NAME:
COVER

PROJECT:
**PROPOSED RESIDENCE FOR
KYLIE & STEWART FRENCH AT
LOT 4, 38 FAIRTLOUGH STREET
PERTH TAS 7300**

CHECKED:
ODW

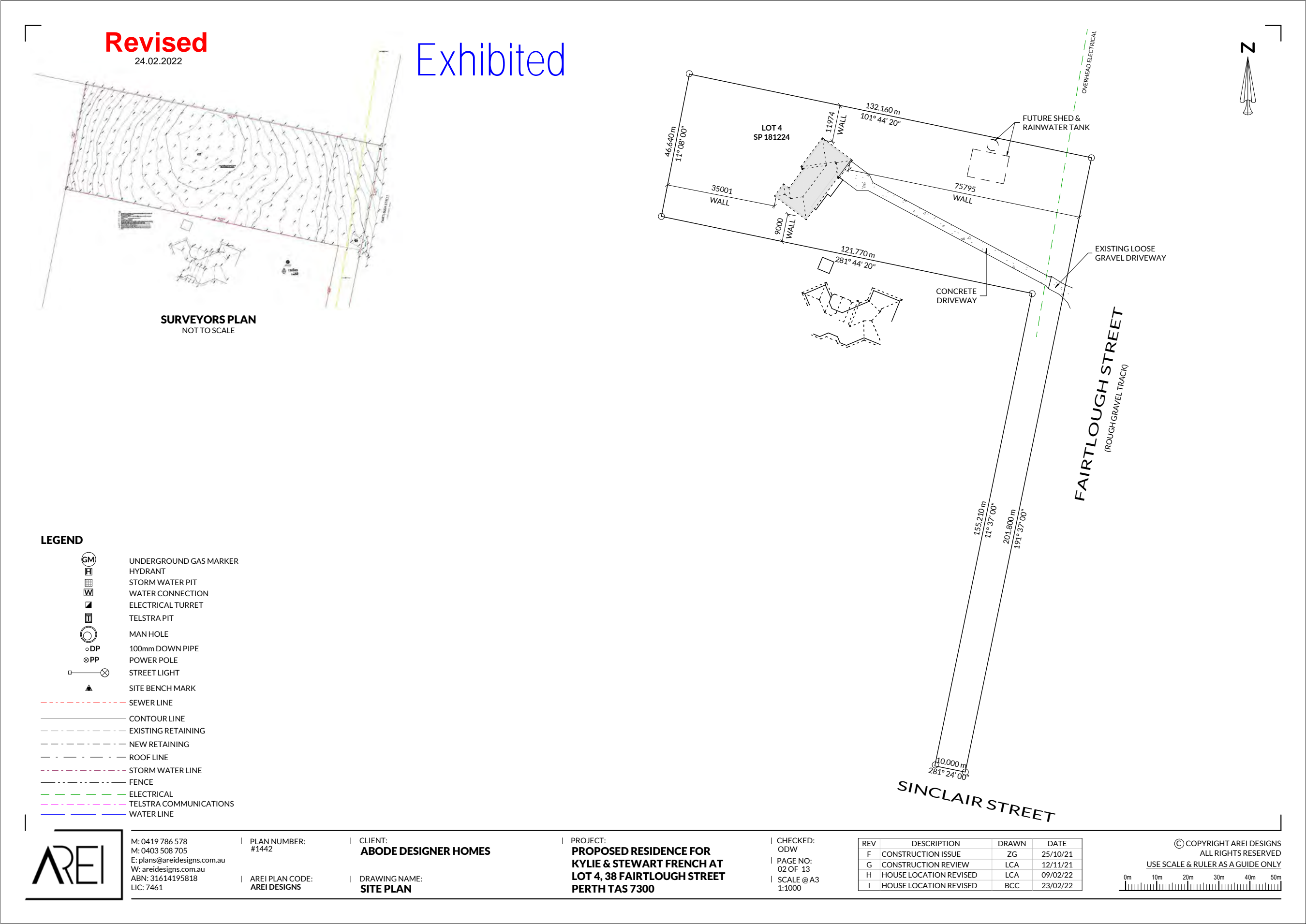
PAGE NO:
01 OF 13

SCALE @ A3
NTS

REV	DESCRIPTION	DRAWN	DATE
F	CONSTRUCTION ISSUE	ZG	25/10/21
G	CONSTRUCTION REVIEW	LCA	12/11/21
H	HOUSE LOCATION REVISED	LCA	09/02/22
I	HOUSE LOCATION REVISED	BCC	23/02/22

© COPYRIGHT AREI DESIGNS
ALL RIGHTS RESERVED

SCALE NOT APPLICABLE



Revised
24.02.2022

Exhibited

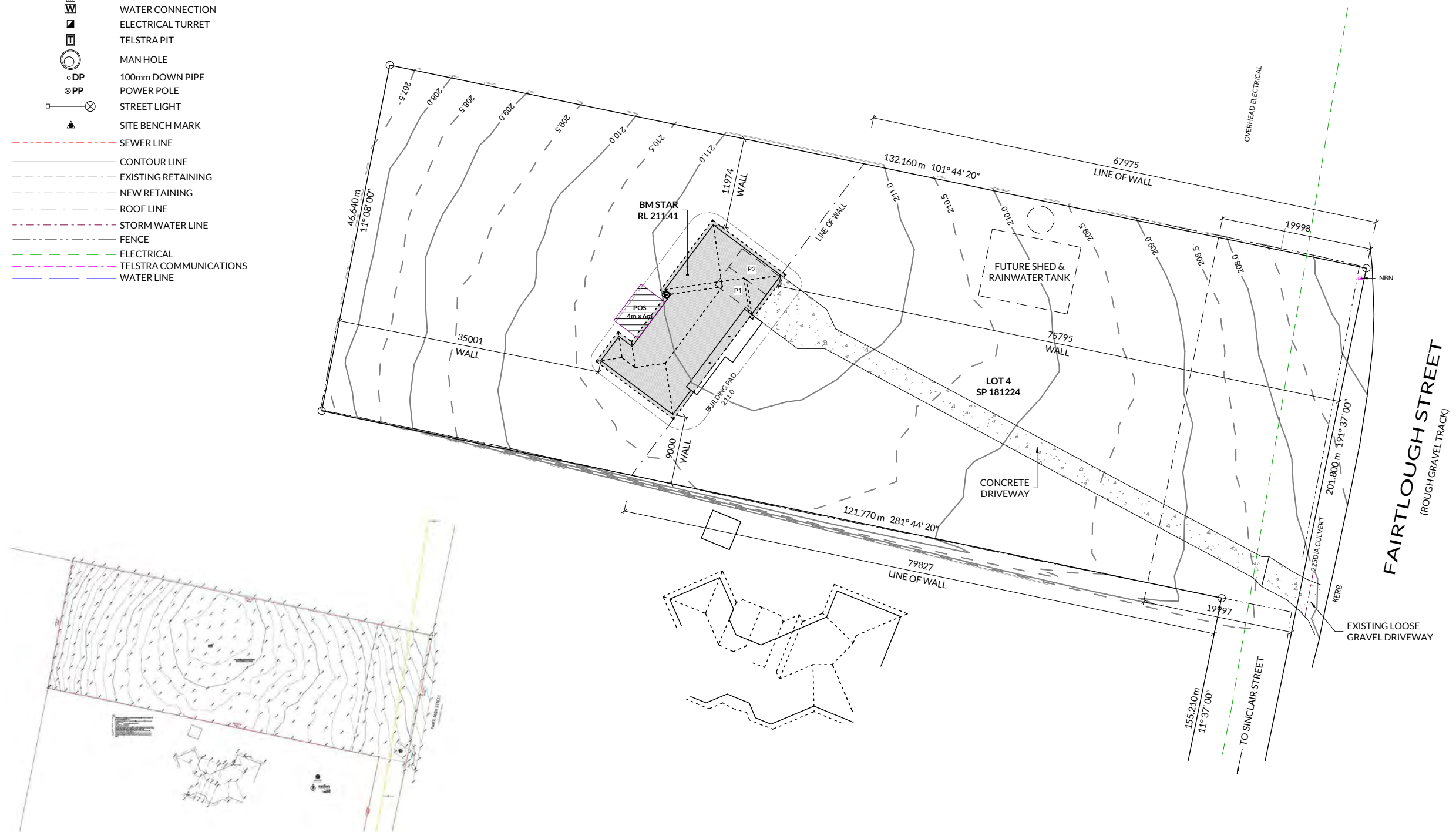


LEGEND

- | | |
|--|------------------------|
| | UNDERGROUND GAS MARKER |
| | HYDRANT |
| | STORM WATER PIT |
| | WATER CONNECTION |
| | ELECTRICAL TURRET |
| | TELSTRAPIT |
| | MAN HOLE |
| | 100mm DOWN PIPE |
| | POWER POLE |
| | STREET LIGHT |
| | SITE BENCH MARK |
| | SEWER LINE |
| | CONTOUR LINE |
| | EXISTING RETAINING |
| | NEW RETAINING |
| | ROOF LINE |
| | STORM WATER LINE |
| | FENCE |
| | ELECTRICAL |
| | TELSTRA COMMUNICATIONS |
| | WATER LINE |

SITE / HOUSE FFLS

PAD LEVEL -	211.000
MAIN FLOOR LEVEL -	211.385
GARAGE LEVEL -	211.385
PORCH / PATIO LEVEL -	211.315



SURVEYORS PLAN
NOT TO SCALE



M: 0419 786 578
M: 0403 508 705
E: plans@areidesigns.com.au
W: areidesigns.com.au
ABN: 31614195818
LIC: 7461

| PLAN NUMBER:
#1442

| AREI PLAN CODE:
AREI DESIGNS

CLIENT:
ABODE DESIGNER HOMES

DRAWING NAME:
PART SITE PLAN

PROJECT:
**PROPOSED RESIDENCE FOR
KYLIE & STEWART FRENCH AT
LOT 4, 38 FAIRTLOUGH STREET
PERTH TAS 7300**

| CHECKED:
ODW
| PAGE NO:
03 OF 13
| SCALE @ A3
1:500

REV	DESCRIPTION	DRAWN	DATE
F	CONSTRUCTION ISSUE	ZG	25/10/21
G	CONSTRUCTION REVIEW	LCA	12/11/21
H	HOUSE LOCATION REVISED	LCA	09/02/22
I	HOUSE LOCATION REVISED	BCC	23/02/22

© COPYRIGHT AREI DESIGNS
ALL RIGHTS RESERVED
SCALE & RULER AS A GUIDE ONLY



FLOOR AREAS

GARAGE	38.9 m ²
LIVING	205.1 m ²
PORCH	26.0 m ²
TOTAL	270.0 m ²

ENERGY EFFICIENCY REQUIREMENTS

- R4.0 BATTS TO CEILING
- R2.0 BATTS TO EXTERNAL WALLS AND GARAGE INTERNAL WALL
- DOWNLIGHTS TO BE MIN I/C RATED
- ALL WINDOWS AND SLIDING GLASS DOORS SINGLE GLAZED

LEGEND

C	CASEMENT WINDOW
SL.G.D	SLIDING GLASS DOOR
S.W	SLIDING WINDOW
A	AWNING WINDOW
D.HU	DOUBLE HUNG WINDOW
B.D	BIFOLD DOORS
LU	LOUVERS
SL	SIDELIGHT
M.V.	MECHANICAL VENT
SKL	SKYLIGHT
F.G.	FIXED GLASS WINDOW

☼ SMOKE ALARM

Revised

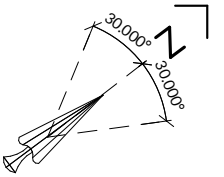
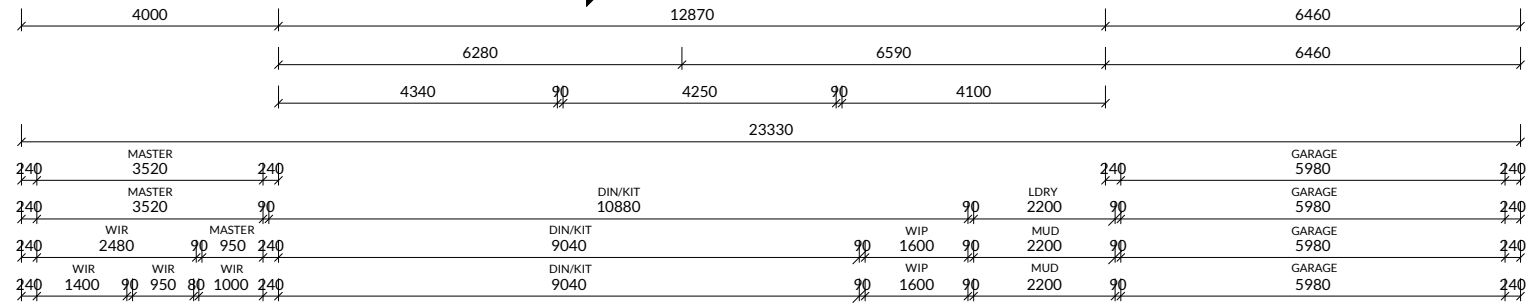
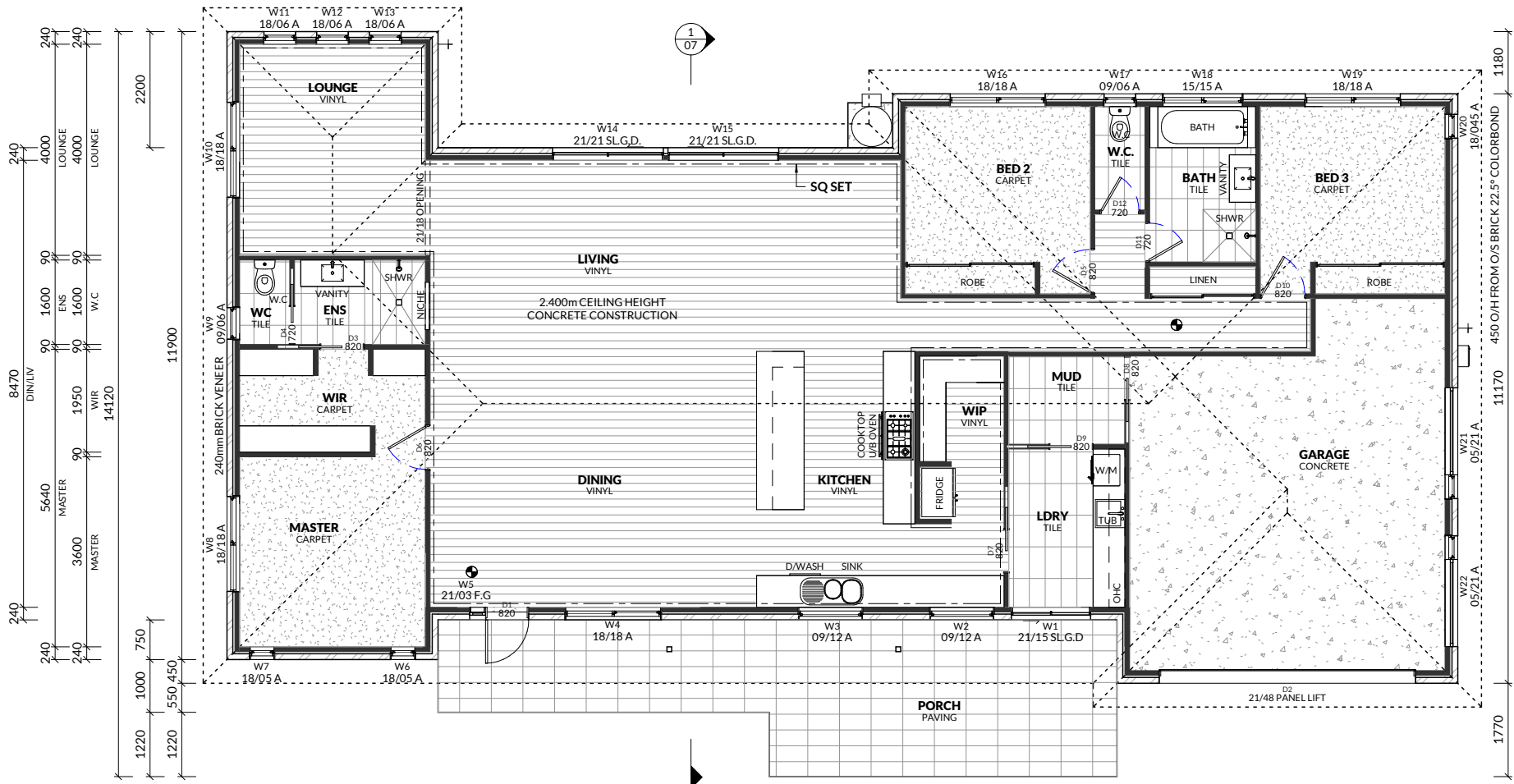
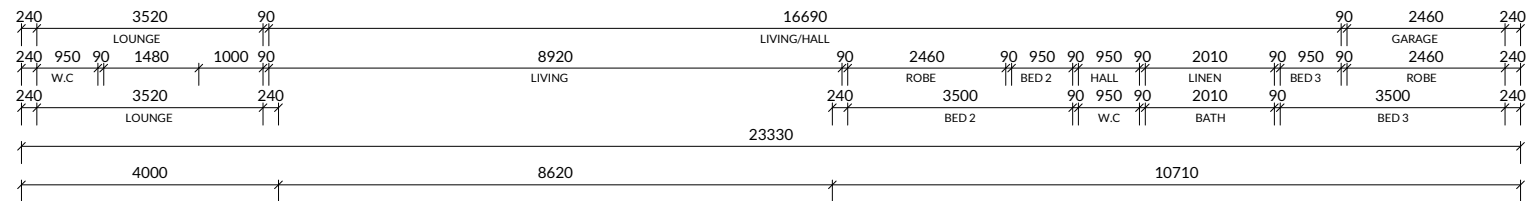
24.02.2022

DOOR SCHEDULE

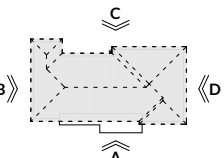
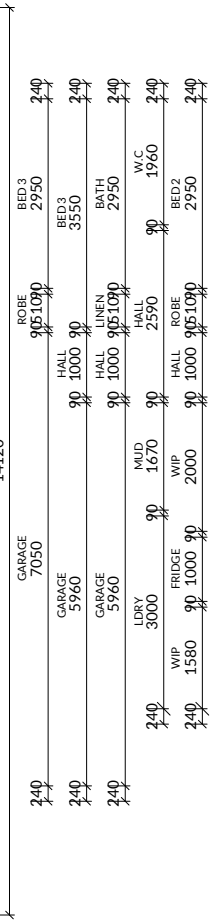
MARK	SIZE	DOOR TYPE
D1	2040 x 820	GLASS ENTRY DOOR
D2	2100 x 4800	PANEL LIFT DOOR
D3	2040 x 820	HOLLOW CORE CAVITY SLIDER
D4	2040 x 720	HOLLOW CORE CAVITY SLIDER
D5	2040 x 820	HOLLOW CORE SWING
D6	2040 x 820	HOLLOW CORE SWING
D7	2040 x 820	HOLLOW CORE CAVITY SLIDER
D8	2040 x 820	HOLLOW CORE CAVITY SLIDER
D9	2040 x 820	HOLLOW CORE CAVITY SLIDER
D10	2040 x 820	HOLLOW CORE SWING
D11	2040 x 720	HOLLOW CORE SWING
D12	2040 x 720	HOLLOW CORE SWING

WINDOW SCHEDULE

MARK	SIZE	DESCRIPTION
W1	2100 x 1500	ALUM. FRAMED SLIDING GLASS DOOR
W2	900 x 1200	ALUM. FRAMED AWNING
W3	900 x 1200	ALUM. FRAMED AWNING
W4	1800 x 1800	ALUM. FRAMED AWNING
W5	2100 x 300	ALUM. FRAMED FIXED GLASS
W6	1800 x 450	ALUM. FRAMED AWNING
W7	1800 x 450	ALUM. FRAMED AWNING
W8	1800 x 1800	ALUM. FRAMED AWNING
W9	900 x 600	ALUM. FRAMED AWNING
W10	1800 x 1800	ALUM. FRAMED AWNING
W11	1800 x 600	ALUM. FRAMED AWNING
W12	1800 x 600	ALUM. FRAMED AWNING
W13	1800 x 600	ALUM. FRAMED AWNING
W14	2100 x 2100	ALUM. FRAMED SLIDING GLASS DOOR
W15	2100 x 2100	ALUM. FRAMED SLIDING GLASS DOOR
W16	1800 x 1800	ALUM. FRAMED AWNING
W17	900 x 600	ALUM. FRAMED AWNING
W18	1500 x 1500	ALUM. FRAMED AWNING
W19	1800 x 1800	ALUM. FRAMED AWNING
W20	1800 x 450	ALUM. FRAMED AWNING
W21	450 x 2100	ALUM. FRAMED AWNING
W22	450 x 2100	ALUM. FRAMED AWNING



PD4.1 CLAUSE 10.4.4
W2 SATISFIES A1.



Exhibited



M: 0419 786 578
M: 0403 508 705
E: plans@areidesigns.com.au
W: areidesigns.com.au
ABN: 31614195818
LIC: 7461

PLAN NUMBER:
#1442

AREI PLAN CODE:
AREI DESIGNS

CLIENT:
ABODE DESIGNER HOMES

DRAWING NAME:
FLOOR PLAN

PROJECT:
PROPOSED RESIDENCE FOR
KYLIE & STEWART FRENCH AT
LOT 4, 38 FAIRTLOUGH STREET
PERTH TAS 7300

CHECKED:
ODW
PAGE NO:
04 OF 13
SCALE @ A3
1:100

REV	DESCRIPTION	DRAWN	DATE
F	CONSTRUCTION ISSUE	ZG	25/10/21
G	CONSTRUCTION REVIEW	LCA	12/11/21
H	HOUSE LOCATION REVISED	LCA	09/02/22
I	HOUSE LOCATION REVISED	BCC	23/02/22

© COPYRIGHT AREI DESIGNS
ALL RIGHTS RESERVED
USE SCALE & RULER AS A GUIDE ONLY

