Change application form *Planning Act Form 5 (version 1.2 effective 7 February 2020) made under Section 282 of the Planning Act 2016.*

This form is to be used for a change application made under section 78 of the *Planning Act 2016*. It is important when making a change application to be aware of whether the application is for a minor change that will be assessed under section 81 of the *Planning Act 2016* or for an other change that will be assessed under section 82 of the *Planning Act 2016*.

An applicant must complete all parts of this form, and provide any supporting information that the form identifies as being required to accompany the change application, unless stated otherwise. Additional pages may be attached if there is insufficient space on the form to complete any part.

Note: All terms used in this form have the meaning given under the Planning Act 2016, the Planning Regulation 2017, or the Development Assessment Rules (DA Rules).

PART 1 – APPLICANT DETAILS

1) Applicant details	
Applicant name(s) (individual or company full name)	Ergon Energy Corporation Limited
Contact name (only applicable for companies)	Benjamin Freese
Postal address (P.O. Box or street address)	PO Box 1090
Suburb	Townsville
State	QLD
Postcode	4810
Country	Australia
Email address (non-mandatory)	benjamin.freese@energyq.com.au
Mobile number (non-mandatory)	0455 403 399
Applicant's reference number(s) (if applicable)	ECM 17051589

2) Owner's consent - Is written consent of the owner required for this change application? *Note*: Section 79(1A) of the Planning Act 2016 states the requirements in relation to owner's consent.

☑ Yes – the written consent of the owner(s) is attached to this change application
 ☑ No

PART 2 – LOCATION DETAILS

3) Location of the premises (complete 3.1) or 3.2), and 3.3) as applicable)				
3.1) St	treet addres	s and lot on pl	an	
 Street address AND lot on plan (all lots must be listed), or Street address AND lot on plan for an adjoining or adjacent property of the premises (appropriate for development in water but adjoining or adjacent to land e.g. jetty, pontoon. All lots must be listed). 				
	Unit No.	Street No.	Street Name and Type	Suburb
2)		24-28	Thomas Street	Mossman
a)	Postcode	Lot No.	Plan Type and Number (e.g. RP, SP)	Local Government Area(s)
		9-11	RP715930	Douglas Shire Council
Unit No. Street No. Street Nar		Street No.	Street Name and Type	Suburb
b)		6-10	Ingles Street	Mossman
D)	Postcode	Lot No.	Plan Type and Number (e.g. RP, SP)	Local Government Area(s)
		16-18	RP715930	Douglas Shire Council



 3.2) Coordinates of premises (appropriate for development in remote areas, over part of a lot or in water not adjoining or adjacent to land e.g. channel dredging in Moreton Bay) Note: Place each set of coordinates in a separate row. 						
Coordinates of	premis	es by longitud	le and latitud	е		
Longitude(s)		Latitude(s)		Datum		Local Government Area(s) (if applicable)
				WGS84		
				GDA94		
Other:						
Coordinates of premises by easting and northing						
Easting(s)	North	ning(s)	Zone Ref.	Datum		Local Government Area(s) (if applicable)
			54	WGS84		
			55	GDA94		
56		Other:				
3.3) Additional premises						
Additional premises are relevant to the original development approval and the details of these premises have been attached in a schedule to this application						
Not required						

PART 3 – RESPONSIBLE ENTITY DETAILS

4) Identify the responsible entity that will be assessing this change application *Note*: see section 78(3) of the Planning Act 2016

Douglas Shire Council

PART 4 – CHANGE DETAILS

5) Provide details of the existing development approval subject to this change application			
Approval type	Reference number	Date issued	Assessment manager/approval entity
Development permit	MCUC 006/06	14 December 2006	Douglas Shire Council
 Development permit Preliminary approval 			

6) Type of change proposed

6.1) Provide a brief description of the changes proposed to the development approval (e.g. changing a development approval for a five unit apartment building to provide for a six unit apartment building):

The change application primarily relates to an extension of the storage yard component of Ergon's Mossman Depot and formalisation of storage areas throughout the depot to improve operational efficiencies.

6.2) What type of change does this application propose?

Minor change application – proceed to Part 5

Other change application – proceed to Part 6

PART 5 – MINOR CHANGE APPLICATION REQUIREMENTS

7) Are there any affected entities for this change application				
No – proceed to Part 7				
 Yes – list all affected entities below and proceed to Part / Note: section 80(1) of the Planning Act 2016 states that the person making the change application must give notice of the proposal and the details of the change to each affected entity as identified in section 80(2) of the Planning Act 2016. 				
Affected entity	Pre-request response provided? (where a pre- request response notice for the application has been given, a copy of the notice must accompany this change application)	Date notice given (where no pre- request response provided)		
	 No Yes – pre-request response is attached to this change application 			
	 No Yes – pre-request response is attached to this change application 			
 No Yes – pre-request response is attached to this change application 				

PART 6 – OTHER CHANGE APPLICATION REQUIREMENTS

Note: To complete this part it will be necessary for you to complete parts of DA Form 1 – Development application details and in some instances parts of DA Form 2 – Building work details, as mentioned below. These forms are available at https://planning.dsdmip.qld.gov.au.

8) Location details - Are there any additional premises included in this change application that were not part of the original development approval?

No Yes

9) Development details

9.1) Is there any change to the type of development, approval type, or level of assessment in this change application?

🗌 No

Yes – the completed Sections 1 and 2 of Part 3 (Development details) of DA Form 1 – Development application details as these sections relate to the new or changed aspects of development are provided with this application.

9.2) Does the change application involve building work?

🗌 No

Yes – the completed Part 5 (Building work details) of *DA Form 2 – Building work details* as it relates to the change application is provided with this application.

10) Referral details – Does the change application require referral for any referral requirements?

Note: The application must be referred to each referral agency triggered by the change application as if the change application was the original development application including the proposed change.

🗌 No

Yes – the completed Part 5 (Referral details) of DA Form 1 – Development application details as it relates to the change application is provided with this application. Where referral is required for matters relating to building work the <u>Referral checklist for building work</u> is also completed.

11) Information request under Part 3 of the DA Rules

I agree to receive an information request if determined necessary for this change application

I do not agree to accept an information request for this change application

Note: By not agreeing to accept an information request I, the applicant, acknowledge:

- that this change application will be assessed and decided based on the information provided when making this change application and the
 assessment manager and any referral agencies relevant to the change application are not obligated under the DA Rules to accept any
 additional information provided by the applicant for the change application unless agreed to by the relevant parties
- Part 3 of the DA Rules will still apply if the application is an application listed under section 11.3 of the DA Rules.
- Further advice about information requests is contained in the DA Forms Guide: Forms 1 and 2.

12) Further details

□ Part 7 of *DA Form 1 – Development application details* is completed as if the change application was a development application and is provided with this application.

PART 7 – CHECKLIST AND APPLICANT DECLARATION

13) Change application checklist	
I have identified the:	
 responsible entity in 4); and 	
 for a minor change, any affected entities; and 	🛛 Yes
 for an other change all relevant referral requirement(s) in 10) Note: See the Planning Regulation 2017 for referral requirements 	
For an other change application, the relevant sections of <u>DA Form 1 – Development</u> application details have been completed and is attached to this application	☐ Yes ⊠ Not applicable
For an other change application, where building work is associated with the change application, the relevant sections of <u>DA Form 2 – Building work details</u> have been completed and is attached to this application	☐ Yes⊠ Not applicable
Supporting information addressing any applicable assessment benchmarks is attached to this application Note: This includes any templates provided under 23.6 and 23.7 of DA Form 1 – Development application details that are relevant as a result of the change application, a planning report and any technical reports required by the relevant categorising instrument(s) (e.g. the local government planning scheme, State Planning Policy, State Development Assessment Provisions). For further information, see <u>DA Forms Guide: Planning report template</u> .	⊠ Yes
Relevant plans of the development are attached to this development application Note : Relevant plans are required to be submitted for all relevant aspects of this change application. For further information, see <u>DA Forms Guide: Relevant plans.</u>	Yes

14) Applicant declaration

By making this change application, I declare that all information in this change application is true and correct.

Where an email address is provided in Part 1 of this form, I consent to receive future electronic communications from the responsible entity and any relevant affected entity or referral agency for the change application where written information is required or permitted pursuant to sections 11 and 12 of the *Electronic Transactions Act 2001*.

Note: It is unlawful to intentionally provide false or misleading information.

Privacy – Personal information collected in this form will be used by the responsible entity and/or chosen assessment manager, any relevant affected entity or referral agency and/or building certifier (including any professional advisers which may be engaged by those entities) while processing, assessing and deciding the change application.

All information relating to this change application may be available for inspection and purchase, and/or published on the assessment manager's and/or referral agency's website.

Personal information will not be disclosed for a purpose unrelated to the *Planning Act 2016*, Planning Regulation 2017 and the DA Rules except where:

- such disclosure is in accordance with the provisions about public access to documents contained in the *Planning Act 2016* and the *Planning* Regulation 2017, and the access rules made under the *Planning Act 2016* and *Planning* Regulation 2017; or
- required by other legislation (including the Right to Information Act 2009); or
- otherwise required by law.

This information may be stored in relevant databases. The information collected will be retained as required by the *Public Records Act 2002*.

PART 8 – FOR COMPLETION OF THE ASSESSMENT MANAGER – FOR OFFICE USE ONLY

Date received:	Reference numb	per(s):	
QLeave notification and payment Note: For completion by assessment manager if applicable			
Description of the work			
QLeave project number			
Amount paid (\$)		Date paid (dd/mm/yy)	
Date receipted form sighted	by assessment manager		
Name of officer who sighted	the form		

ADDITIONAL PREMISES

Locatio	Location of the premises (complete 3.1) or 3.2), and 3.3) as applicable)				
Street	Street address and lot on plan				
Stre	 Street address AND lot on plan (all lots must be listed), or Street address AND lot on plan for an adjoining or adjacent property of the premises (appropriate for development in water but adjoining or adjacent to land e.g. jetty, pontoon. All lots must be listed). 				
	Unit No. Street No. Street Name and Type Suburb			Suburb	
		11	Ingles Street	Mossman	
a)	Postcode	Lot No.	Plan Type and Number (e.g. RP, SP)	Local Government Area(s)	
Part Lot 32 SP202302		SP202302	Douglas Shire Council		



420 Flinders Street, Townsville QLD 4810 PO Box 1090, Townsville QLD 4810

ergon.com.au

23 February 2024

Douglas Shire Council PO Box 723 Mossman QLD 4873

Attention: Jenny Elphinstone Via email: <u>enquiries@douglas.qld.gov.au</u>

Change Application for a Minor Change to Development Approval MCUC 006/06 – Development Permit for a Material Change of Use (Public Utilities and Facilities – Ergon Depot) at 24-28 Thomas Street and 8-10 Ingles Street, Mossman (Lots 9-11 & 16-18 on RP715930 and Licensed Area on Lot 32 on SP202302)

Our Ref: ECM 17051589

With respect to the abovementioned Development Approval originally decided by Douglas Shire Council on 14 December 2006, Ergon Energy hereby makes a change application for a minor change pursuant to section 78 of the *Planning Act 2016* (Planning Act). The change application primarily relates to an extension of the storage yard component of Ergon's Mossman Depot and formalisation of storage areas throughout the depot to improve operational efficiencies.

To assist Council in their assessment, please find enclosed with this request the following:

- Planning Act Form 5 Change Application;
- Signed landowner's consent;
- Copy of Licence Agreement between Ergon Energy and Far Northern Milling
- Attachment A Proposed Architectural Plans;
- Attachment B Engineering Plans; and
- Attachment C Copy of Development Approval MCUC 006/06

APPLICATION FEES

In accordance with Council's 2023/2024 Schedule of Fees and Charges, the applicable fee for a minor change application is calculated as 25% of the current prescribed fee for the development, with a minimum fee of \$484. Based on the site areas provided for the existing approved (3,690m²) and proposed (5,104m², including 1,414m² leased area) development, we understand the applicable fee in this instance will be approximately \$1,098.75. This fee will be paid upon receipt of an invoice from Council to enable compliance with section 79(1)(b) of the Planning Act.

OWNER'S CONSENT

In accordance with section 79(1A) of the Planning Act, owner's consent is not required to the extent this change application relates to Lots 9-11 & 16-18 on RP715930, as Ergon Energy is both the Applicant and land owner.

Owner's consent and a copy of the Licence Agreement has been provided to the extent this change application relates to the Licensed Area within Lot 32 on SP202302. Justification regarding the inclusion of this Licensed Area as part of the minor change application is provided in the following sections of this letter.

AFFECTED ENTITIES

In accordance with section 80 of the Planning Act, it is understood there are no affected entities for the change application, noting the chief executive is not an affected entity for the purpose of minor change applications.

BACKGROUND

Douglas Shire Council issued a Decision Notice on 14 December 2006 for a Development Permit for a Material Change of Use for Public Utilities and Facilities – Ergon Depot. A Negotiated Decision Notice was subsequently issued on 19 February 2007. A copy of this Development Approval is provided in Attachment C.

The Development Approval permits development of a single building on the site, comprising various indoor depot activities and ancillary administrative, training and staff amenities. The balance of the site is approved for pole and materials storage, staff, visitor and work vehicle/trailer parking and a vehicle wash bay. The approved depot has two crossovers to both Thomas Street and Ingles Street and generally exists within an appropriately landscaped setting.

Since its construction in 2009, the increase in depot staff and operations required to maintain the electrical distribution network of a growing service area has meant the depot has exceeded its operational capacity. Ergon has recently leased an area of the adjoining Sugar Mill site for the purpose of expanding the pole storage yard component, providing an interim measure to alleviate capacity issues and improve operational efficiencies for the depot. It is noted the term of the lease is 3 years, commencing 20 April 2023, and as such, does not constitute a reconfiguration of a lot.

PROPOSED CHANGES

The changes proposed by this change application relate primarily to an extension of the pole storage yard component to a leased area on the adjoining Sugar Mill site and formalisation of storage areas throughout the depot. Generally, the changes involve:

- Clearing vegetation from the leased land;
- Installing new fencing to the leased area to the applicable EQL standard;
- Installing bitumen hardstand to the whole of the leased area;
- Relocating all pole racking, skip and scrap bins to the new pole yard;
- Relocating a light post to facilitate traffic movements within the new pole yard and installing CCTV (pending EQL budget and security approvals);
- Installing storage racks along side boundary (previously pole storage) to allow efficient vehicle access and loading of job lots prior to leaving the depot and attending jobs;
- Installing storage racks elsewhere throughout the depot to formalise existing storage areas and avoid storage of items on the ground;
- Installing covered awning structures to ensure appropriate weather protection to storage areas. The structures are to be screened on three sides; and
- Upgraded site access including culvert bridging to existing crossovers to applicable FNQROC Development Manual standards.

A concept plan illustrating the extent of changes is provided in Figure 1 below. Detailed proposal plans are provided in Attachments A and B enclosed with this application.

- A Clearing vegetation from the leased land
- B Installing new fencing to the leased area to the applicable EQL standard;
- C Installing bitumen hardstand to the whole of the leased area
- D-F Relocating all pole racking, skip and scrap bins to the new pole yard
- G-H Relocating a light post to facilitate traffic movements within the new pole yard and installing CCTV (pending EQL budget and security approvals)
- Installing storage racks along side boundary (previously pole storage) to allow efficient vehicle access and loading of job lots prior to leaving the depot and attending jobs;
 Installing storage racks elsewhere throughout the depot to formalise existing storage areas and avoid storage of items on the ground; and
 Installing covered awning structures to ensure appropriate weather protection to storage areas. The structures are to be screened on three sides.
 M Upgraded site access including culvert bridging to existing crossovers to applicable FNQROC Development Manual standards

Figure 1: Mossman Depot Pole Storage Yard Concept Plan

CHANGES TO APPROVAL PACKAGE

The extent of changes required to the Development Approval is as follows:

- Amendment of Condition 1 to remove reference to Drawing No. 882, Rev. P3 and include reference to the following plans submitted with this change application:
 - Site Plan Proposed, Drawing No. 1635-SD A0.02, Rev. P6; and
 - Proposed Covered Storage 1 & 2, Drawing No. 1635-SD A0.03, Rev. P3;
- Administrative changes to any Decision Notice issued for the change application to include the Licensed Area within Lot 32 on SP202302 as part of the approval land.

PLANNING ACT PROVISIONS

It is understood the proposed changes to the Development Approval as outlined above may be pursued via a change application (minor) in accordance with section 81 of the Planning Act. Schedule 2 of the Planning Act defines a "minor change" as a change that meets the following two limbs:

- (b) for a development approval
 - (i) would not result in substantially different development; and
 - (ii) if a development application for the development, including the change, were made when the change application is made would not cause:
 - (A) the inclusion of prohibited development in the application; or
 - (B) referral to a referral agency, other than to the chief executive, if there were no referral agencies for the development application; or
 - (C) referral to extra referral agencies, other than to the chief executive; or
 - (D) a referral agency, in assessment the application under section 55(2), to assess the application against, or have regard to, a matter, other than a matter the referral agency must have assessed the application against, or had regard to, when the application was made; or
 - (E) public notification if public notification was not required for the development application.

With respect to the first limb in subparagraph (i) of the definition of "minor change", Schedule 1 of the Development Assessment Rules includes a non-exhaustive list of circumstances in which a change *may* be deemed to result in "substantially different development". Even though the proposed changes result in the application applying to a new parcel of land, which is one of the circumstances listed in Schedule 1, this is not the only consideration in determining whether the proposed changes constitute "substantially different development". Equally relevant considerations include the fact that the development with proposed changes does not trigger any of the other listed circumstances, in particular:

- It will not change the built form of the development or introduce a new use;
- It will not remove a component integral to the operation of the development;
- It will not impact traffic flow or the transport network;
- It does not require removal of an incentive or an offset component;
- It will have no impact on the provision of infrastructure provision; and
- It will not increase the severity of known impacts.

With respect to the second limb in subparagraph (ii) of the definition of "minor change, it is noted that the proposed changes do not give rise to any of the circumstances outlined in (A) to (E).

It is noted that Energy Queensland has previously sought advice from Douglas Shire Council as to the most appropriate approval pathway to progress the proposed changes to the Mossman Depot. Council's written correspondence dated 28 November 2023 was supportive of the notion of pursuing the proposed changes via a minor change application.

Finally, to the extent the change application introduces new development on the Licensed Area within Lot 32 on SP202302, it is noted that the same developed outcome (i.e. "*Warehouse*" involving outdoor storage) could be achieved as self-assessable development under the provisions of the current Douglas Shire Planning Scheme 2018. To this end, the minor change application is considered an appropriate instrument to reconcile necessary changes on the existing depot site, such that the operational requirements of the self-assessable expanded pole storage yard may be realised.

CONCLUSION

I trust the information provided in this letter and enclosed supporting documents provides sufficient detail for Council to carry out their assessment of this change application.

Should you require any further information, please feel free to contact the undersigned on 0455 403 399 or email <u>benjamin.freese@energyq.com.au</u>.

Yours faithfully,

6 Lu

Benjamin Freese Town Planner

 Encl. Planning Act Form 5 – Change Application; Signed landowner's consent Plans; Copy of Licence Agreement between Ergon Energy and Far Northern Milling; Attachment A – Proposed Architectural; Attachment B – Engineering Plans; and Attachment C – Copy of Development Approval MCUC 006/06



Licence

Ergon Energy Corporation Limited (Ergon Energy)

Far Northern Milling Pty Ltd A.C.N 627 502 158 (Land Owner)



-



PARTIES

Ergon Energy	Ergon Energy Corporation Limited ABN 50 087 646 062		
	of 420 Flinders Street, Townsville, Queensland 4810 ("Ergon Energy")		
Land Owner	Far Northern Milling Pty Ltd A.C.N 627 502 158 (the "Land Owners")		

RECITALS

- A The Land Owners are the owners and occupiers of the Land which includes the Licensed Area.
- B Ergon Energy wishes to undertake certain activities within the Licensed Area.
- C The Land Owners consent to Ergon Energy undertaking activities within the Licensed Area on the terms contained in this Licence.

1. Definitions and Interpretation

1.1 **Definitions**

In this Licence, unless the context requires otherwise, the following terms have the following meanings:

TERM	MEANING
Approval	means any consent, authorisation, registration, filing, lodgement, permit, franchise, permission, licence, approval, direction, declaration, authority or exemption from, by or with any government or any governmental, semi-governmental or judicial entity or authority (including any self-regulatory page 1



	organ stock appro	isation established under statute or any exchange). It includes any bullding wal or town planning approval.
Business Day	mean public notice	is any day other than a Saturday, Sunday or c holiday in the place to which the relevant e is addressed.
Change of Law	is the officia its int bindii	Introduction of, or a change in, any Law, al directive, ruling or request or a change in erpretation or application, with legally ng affect.
Commencement Date	mear of the	is the commencement date listed in item 9 Particulars.
Compliance Costs	includ from any te or oth exerc Licer inqui	des costs, expenses and liabilities arising or in any way connected with complying with elecommunications, environmental, planning ner Laws concerning or affecting the cise of a right under or in relation to this uce, including public consultations, public ries and preparation of any plans or reports.
Consequential Loss	mear	าร:
	(a)	any loss of income, loss of revenue, loss of profit, loss of financial opportunity, loss of business, loss of contract, loss of use, loss of goodwill, loss of production and any other economic loss (whether the loss is direct or indirect);
	(b)	any direct or indirect financing costs or increase in operating costs; or
	(c)	any loss or other amounts that are special, indirect or consequential,
	whet actu	her present or future, fixed or unascertained, al or contingent.
		page 2



Contact Details	mear	ns the details in item 7 of the Particulars.
Emergency	means any event which requires prompt ac protect:	
	(a)	the security of Ergon Energy's electricity network or any Facility;
	(b)	the health or safety of persons;
	(c)	the environment;
	(d)	property; or
	the c	onstant supply of electricity to the public.
Insurance Amount	mear	ns the amount in item 10 of the Particulars.
Land	mear Parti	ns the land described in item 1 of the culars.
Land Owner's Tenure of the Land	mear	ns the tenure in item 2 of the Particulars.
Law	inclu regul ordin whet	des any requirement of any statute, rule, ation, instrument, authority, proclamation, ance or by-law, present or future, and her State, Federal or otherwise.
License Fee	mear	ns the fee in item 4 of the Particulars.
Licence	mear	ns this licence.
Licensed Area	mear Parti	ns the area described in item 6 of the culars.
Loss	Inclu other dama in va future conti	des Consequential Loss, Compliance Costs, r losses, liabilities, claims, demands, ages, costs, charges, expenses or diminution lue, however arising, whether present or e, fixed or unascertained, actual or ngent.



Particulars	means the licence particulars contained in schedule 1.
Party or party	means a party to this Licence and its successors and permitted assigns.
Payment Date	means the date in item 8 of the Particulars.
Permitted Use	means the Use in item 5 of the Particulars.
Personnel	means any director, officer, employee, agent, contractor, adviser or representative of a Party.
Related Body Corporate	has the meaning given to it in the <i>Corporations Act 2001 (Cth)</i> .
Term of Licence	means the term in item 3 of the Particulars.
Third Party Consent	means an authorisation, licence, permit, easement right or other similar thing required to be obtained from the owners or occupiers of land or, where the land is public land, the person or authority charged with the care of the land as required by Law or to avoid infringing a right of that owner, occupier or person (including a right in contract).
Works Schedule	means the works to be undertaken by Ergon Energy described in Schedule 2

1.2 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise.

- (a) The singular includes the plural, and the converse also applies.
- (b) A gender includes all genders.

page 4



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- (c) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (d) A reference to a *person* includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.
- (e) A reference to a clause, schedule or annexure is a reference to a clause of, or schedule or annexure to, this Licence.
- (f) A reference to an agreement or document (including a reference to this Licence) is to the agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by this Licence or that other agreement or document, and includes the recitals, schedules and annexures to that agreement or document.
- (g) A reference to writing includes any method of representing or reproducing words, figures, drawings or symbols in a visible and tangible form but excludes a communication by electronic mail.
- (h) A reference to a party to this Licence or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).
- (i) A reference to legislation or to a provision of legislation includes a modification or reenactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
- (j) A reference to conduct includes an omission, statement or undertaking, whether or not in writing.
- (k) A reference to *dollars* and \$ is to Australian currency.
- (I) A reference to a *right* or *obligation* of any two or more people comprising a single party confers that right, or imposes that obligation, as the case may be, on each of them severally and each two or more of them jointly. A reference to that party is a reference to each of those people separately (so that, for example, a representation or warranty by that party is given by each of them separately).
- (m) Mentioning anything after *includes*, *including*, *for example*, or similar expressions, does not limit what else might be included.
- (n) Nothing in this Licence is to be interpreted against a party solely on the ground that the party put forward this Licence or a relevant part of it.
- (o) A month means a calendar month.
- (p) A reference to year is a reference to a successive period of 12 months.



- (q) A reference to a party using its *best endeavours* or *reasonable endeavours* does not include a reference to that party paying money in the form of an inducement or consideration to a third party to procure something (other than the payment of immaterial expenses or costs, including costs of advisers, to procure the relevant thing) or in circumstances that are commercially onerous or unreasonable in the context of this Licence or providing other valuable consideration to or for the benefit of any person or agreeing to commercially onerous or unreasonable conditions (and an obligation on a party to use its *best endeavours* or *reasonable endeavours* does not oblige that party to pay money in the form of an inducement or consideration to a third party to procure something (other than the payment of immaterial expenses or costs, including costs of advisers, to procure the relevant thing) or in circumstances that are commercially onerous or unreasonable in the context of this Licence or provide other valuable consideration to or for the benefit of any person or to agree to commercially onerous or unreasonable in the context of this Licence or provide other valuable consideration to or for the benefit of any person or to agree to commercially onerous or unreasonable conditions).
- (r) A reference to 'good faith' means only that the relevant activity must be performed genuinely and honestly and, if no time is specified, for a reasonable period in the circumstances.

1.3 **Priority of documents**

If there is any inconsistency between the Particulars and the other terms and conditions of this Licence, they will, to the extent of any inconsistency, take effect in the following order of priority:

- (a) the Particulars; and
- (b) the other terms and conditions of this Licence.



2. Licence Fee

2.1 In consideration of the grant of the Licence, Ergon Energy must pay the Licence Fee to the Land Owner.

3. Nature and Scope of Licence

- 3.1 The Land Owners consent to Ergon Energy accessing Land within the Licensed Area in order to carry out the Permitted Use.
- 3.2 The Land Owner makes no representation that the Licensed Area is suitable for the Permitted Use.
- 3.3 The Land Owner grants Ergon Energy possession of the Licensed Area for the duration of the Term.

4. Permitted use

- 4.1 Ergon Energy must not use the Licensed Area for any purpose other than the Permitted Use unless agreed in writing by the Land Owner (such consent shall not be unreasonably withheld).
- 4.2 Ergon Energy is liable for obtaining, at its own cost, all Approvals and Third Party Consents necessary for the Permitted Use and will bear all Compliance Costs associated with the Permitted Use.

5. Access

- 5.1 The Land Owners grant to Ergon Energy and any person authorised by Ergon Energy the right to access and use the Licensed Area for the Permitted Use.
- 5.2 In accessing and using the Licensed Area Ergon Energy and its authorised persons must:
 - (a) comply with any reasonable requests from the Land Owner concerning access requirement; and



- (b) repair and make good any damage (fair wear and tear excepted) caused or contributed to by their accessing or use of the Licensed Area for the Permitted Use.
- 5.3 Ergon Energy must not carry out structural work, including works required under any Approval, or because of the Permitted Use, without the Land Owner's consent in writing, which will not be unreasonably withheld. Where the Land Owner approves works to be undertaken by Ergon Energy, such works must be done, at Ergon Energy's cost and:
 - (a) in a proper and workmanlike manner; and
 - (b) in accordance with all laws and Approvals; and
 - (c) in accordance with the Land Owner's reasonable requirements and directions; and
 - (d) by a contractor holding insurance for the risks and amounts reasonably necessary having regard to the works.
- 5.4 Notwithstanding clause 5.3, the Land Owner approves the works stated in the Works Schedule to be undertaken by Ergon Energy.

6. Term of Licence

- 6.1 The Licence will come into force on the Commencement Date and will continue for the Term of Licence.
- 6.2 At the termination or expiry of this Licence, unless otherwise agreed between the parties, Ergon Energy must give the Licensed Area back to the Land Owner in the same condition as at the Commencement Date.

7. Rights and covenants of Ergon Energy

7.1 Rights

Despite anything else in this Licence Ergon Energy reserves the right to:

- (a) in the event of an Emergency exclude the Land Owner (and any of the Land Owner's employees, sub-contractors, employees or nominees) from the Licensed Area for as long as necessary to deal with the Emergency and its impacts; or
- (b) do any act or thing which Ergon Energy is legally permitted or required to do.



ERGON

Provided that Ergon Energy keeps the Land Owner reasonably informed and indemnifies the Land Owner for any loss, claim, damage or injury arising from the Emergency

7.2 Warranties

The Land Owner warrants to Ergon Energy that at the Commencement Date:

- (a) it has the right to enter into this Licence with Ergon Energy and to grant the rights provided for in this Licence; and
- (b) there are no actions, claims, proceedings or investigations pending or threatened against it in respect of the Licensed Area known to the Land Owner.

8. Restrictions on Assignment of Licence

- (a) The Land Owner must not sell the Land unless the purchaser enters into a deed of covenant with Ergon Energy under which the person covenants in favour of Ergon Energy to be bound by the provisions of this Licence.
- (b) Subject to clause 8(c), except with the consent of the Land Owner (which must not be unreasonably withheld) Ergon Energy will not lease, licence, swap, sell, mortgage, charge or otherwise encumber or transfer its right to access and use the Licenced Area under the Licence.
- (c) Despite anything to the contrary in this Licence, Ergon Energy may assign its right to access and use the Licenced Area under this Licence to:
 - (i) a Related Body Corporate of Ergon Energy; or
 - (ii) a government agency.

Provided the Land Owner is first notified in writing.

9. Insurance

9.1 Insurance

- (a) Ergon Energy must, at its cost, obtain and maintain during the term of the Licence, adequate insurance in respect of any use of, or work performed in or the Licensed Area for:
 - public liability to an amount of not less than the Insurance Amount per event of Loss; and



- (ii) damage to any property or equipment on the Land
- (b) Ergon Energy's insurances must note the Land Owner's interest.
- (c) Ergon Energy must not do anything which may affect rights under any insurance or which may increase an insurance premium payable in connection with the Premises, or property in them without the Land Owner's consent. If the Land Owner consents then the Ergon Energy must pay any increased premiums.

Ergon Energy copy of the certificate of currency of insurance must be provided to Land Owner upon request.

9.2 Indemnity and Release

- (a) Ergon Energy is liable for and indemnifies the Land Owner against liability or loss arising from, and cost incurred in connection with damage, loss, injury or death caused or contributed to by the act, negligence or default of Ergon Energy or its Personnel or an Emergency.
- (b) Ergon Energy releases the Land Owner from, and agrees that the Land Owner is not liable for, liability or loss arising from, and cost incurred in connection with:
 - (a) damage, loss, injury or death unless it is caused by the negligence of the Land Owner;
 - (b) anything the Land Owner is permitted or required to do under this Agreement; and
- (c) Ergon Energy's liability under clauses 9.2(a) and (b) are limited to the extent that the damage, loss, injury or death was caused or contributed to by the Land Owner.

9.3 Survival of clause

This clause 9 survives termination or expiry of this Licence. In the event of termination or expiry of this Licence, this clause shall continue to apply.

10. Disputes

- (a) If a dispute, controversy or claim arises under this Licence, either Party may give written notice to the other Party, setting out details of such dispute, controversy or claim (Notice of Dispute).
- (b) The Parties must seek to resolve the dispute within 20 Business Days of the receipt of any notice given pursuant to sub-clause (a).



- (c) If the dispute is not resolved within 20 Business Days or such further period as the parties agree, then either party may refer the dispute to Australian Commercial Dispute Centre Limited (ACDC), in which case the Parties must seek, for at least 10 Business Days (or such longer period as the Parties agree), to resolve the dispute in accordance with the ACDC Mediation Guidelines.
- (d) Pending resolution of a dispute notified under this clause 10, the Parties must continue performing their respective obligations under this Licence to the maximum extent possible.
- (e) Notwithstanding this clause, neither Party is prevented from applying to a court at any stage for injunctive or other urgent relief.

11. Environmental Protection Provisions

The Land Owner does not warrant that the Land is not contaminated land within the meaning of the 'Environmental Protection Act 1994' (the 'Act').

- (a) Ergon Energy acknowledges and agrees that it has made such inspections and enquiries as it has desired to make to satisfy itself whether or not the Land is contaminated land within the meaning of the Act.
- (b) Ergon Energy shall not cause the Land to become contaminated land within the meaning of the Act.
- (c) Ergon Energy shall indemnify and keep indemnified the Land Owner in respect of any claim, remedy, damage, loss, liability, cost, charge, expense, payment or other expenditure for which the Land Owner shall or may be or become liable, whether during or after the Term, in respect of or arising from the Ergon Energy causing the Land or any land or place to become contaminated land within the meaning of the Act.
- (d) If the Ergon Energy causes the Land to become contaminated land within the meaning of the Act, Ergon Energy shall forthwith take such remediation measures (in addition to any remediation measures which Ergon Energy may be required to take by the Chief Executive as defined in the Act) as the Land Owner may reasonably require.
- (e) If Ergon Energy fails to take the remediation measures referred to in subclause (e) above, the Land Owner may elect to take such remediation measures as the agent of Ergon Energy and the total amount of all costs, charges, expenses, payments or other expenditure incurred by the Land Owner shall constitute a liquidated debt due and owing by Ergon Energy to the Land Owner and shall be paid by Ergon Energy to the Land Owner on demand by the Land Owner



12. Notices

Any notice, demand, consent or other communication (a *Notice*) given or made under this Licence:

- (a) must be in writing and signed by the sender or a person duly authorised by the sender;
- (b) must be addressed and delivered to the intended recipient at the address in item 7 of the Particulars or at the address last notified by the intended recipient to the sender after the date of this Licence;
- (c) will be taken to be duly given or made when delivered, received, left or sent at the above address. If delivery or receipt occurs on a day that is not a Business Day in the place to which the Notice is sent or is later than 4pm (local time) at that place, it will be taken to have been duly given or made at the commencement of business on the next Business Day in that place; and
- (d) to Ergon Energy must also be sent by email to the email address in item 7 of the Particulars.

13. GST

13.1 Definitions

Words in this clause 133 have the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth), unless the context makes it clear that a different meaning is intended.

13.2 Interpretation

If a party is a member of a GST group, references to GST which the party must pay and to input tax credits to which the party is entitled, include GST which the representative member of the GST group must pay and input tax credits to which the representative member is entitled.

13.3 GST Exclusive Amounts

All amounts stated in this Licence are GST exclusive unless otherwise indicated.



13.4 Payment of GST

If an amount in this Licence is not stated as GST inclusive then the following provisions apply:

- (a) a recipient of a taxable supply under or in connection with this Licence must pay to the supplier, in addition to the consideration for the taxable supply, an amount equal to any GST paid or payable by the supplier in respect of the taxable supply; and
- (b) the recipient must make that payment to the supplier when the consideration or part of it is provided, except that the recipient need not pay any amount referable to GST unless the recipient has received a tax invoice for that taxable supply.

14. Costs and Stamp Duty

Each party must bear its own costs arising out of the negotiation, preparation and execution of this Licence. All stamp duty (including fines, penalties and interest) payable on or in connection with this Licence and any instrument executed under or any transaction evidenced by this Licence must be borne by Ergon Energy.

15. Relationship of the parties

Nothing in this Licence is to be construed as creating an agency, partnership, association, trust or joint venture between the parties. Each party is responsible only for its obligations as set out in this Licence.

16. Entire Agreement

This Licence contains the entire agreement between the parties with respect to its subject matter. It sets out the only conduct relied on by the parties and supersedes all earlier conduct and prior agreements and understandings between the parties in connection with its subject matter.

17. Amendment

No amendment, modification or alteration of any part of this Licence is valid unless in writing and signed by both parties.



18. Waiver, Remedies Cumulative

No failure to exercise and no delay in exercising any right, power or remedy under this Licence by a party operates as a waiver, nor does any single or partial exercise of them preclude any other or further exercise of that or any other right, power or remedy.

19. No Merger

The rights and obligations of the parties will not merge on the completion of any transaction contemplated by this Licence. They will survive the execution and delivery of any assignment or other document entered into for the purpose of implementing a transaction.

20. Governing Law

This Licence is governed by the laws of Queensland. Each party submits to the nonexclusive jurisdiction of courts exercising jurisdiction there, and waives any right to claim that those courts are an inconvenient forum.

21. Authority

Individuals executing this Licence on behalf of the parties warrant that they have been duly authorised to execute this Licence and to bind the party on whose behalf they are signing.

22. Counterparts

This Licence may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.



Executed as an Agreement.

Executed by the following authorised representative of Ergon Energy **Corporation Limited:**

Labe

Authorised Representative Signature

oles Travis

Print Name

Witness Signa

Chris Ogarte Print Name

Executed by the Land Owner:

Bronwyn Duje

Signature

Signature Co. Secretin_

PUGUSS GENOND ONVID

Print Name and Title

Print Name and Title

Signature Print Name and Title



Schedule 1 - Particulars

ltem		
1.	Land	8-10 Ingles Street, Mossman being part of Lot 32 on SP 202302
2.	Land Owner's Tenure of the Land	Fee simple
3.	Term of Licence	Commencing on the Commencement Date and ending on 3 years from the Commencement Date
4.	Licence Fee	\$20,000 inclusive of GST per annum
5.	Permitted Use	For the purpose of storage and operational requirements of the adjoining depot
6.	Licensed Area	The area marked and labelled "Licensed Area" on the plan in Annexure A to the Licence
7.	Contact Details	Ergon Energy
		Delivery:
		Post
		Telephone:
		Facsimile:
		Attention:
		Email: facilities.access@ergon.com.au
		Land Owner
		Delivery:
		Post:
		Telephone:
		Facsimile:
		Attention:
		Email:



8.	Payment Date	30 days from the date of signing by both parties of this Licence
9.	Commencement Date	20 th of April 2023
10.	Insurance Amount	\$20,000,000



Annexure A - Licensed Area (Item 6)





Schedule 2 - Works Schedule

- A. Clear all vegetation from Licensed Area
- B. Install new fencing as per EQL standard
- C. Install bitumen hard stand in Licensed Area.
- D. Install CCTV on this light post. 2 cameras require for rear gate and vehicles and vision over the scrap bins.
- E. Install racking along the side fence line to reduce the materials stored on the ground throughout the depot.
- F. Install cantilever racking for cross arms
- G. Install racking in the transformer bunded area.
- H. Install racking in between the shed uprights to store items upwards
- I. Install auto gate and pedestrian gate with swipe access.
- J. Relocate all pole racking from EECL land to Licensed Area
- K. Relocate large skip bin from EECL land to Licensed Area
- L. Relocate scrap bins from EECL land to Licensed Area.
- M. Relocate light post from EECL land to Licensed Area.
- N. Carry out line marking across the site



Company owner's consent to the making of a development application under the *Planning Act 2016*

I, John Joseph Goggin

Voluntary Administrator of the Company mentioned below

Of Far Northern Milling Pty Ltd A.C.N 627 502 158

As owner of the premises identified as follows:

8-10 Ingles Street, Mossman Being part of Lot 32 on SP202302

Consent to the making of a change application (minor) under the Planning Act 2016 by:

Ergon Energy Corporation Limited

On the premises described above for:

Minor Change to Development Approval MCUC 006/06 (Public Utilities and Facilities – Ergon Depot)

Executed by the Land Owner

Signature

John Joseph Goggin

Voluntary Administrator

Name and Title

19 February 2024

Date







PROPERTY AND PLANNING INFORMATION

SITE AREA:

SITE COVER:

- EXISTING DEPOT BUILDING - EXISTING AWNING

PROPERTY DESCRIPTION:

- EXISTING COVERED STOR - PROPOSED EXTENSION CO - PROPOSED NEW COVERED
- TOTAL

SITE COVER

PROPOSED WORKS

- DEMO EXISTING FENCE TO INSTALL NEW FENCE. NEW YARD. AREA APPROX -1473m2
- LAND AREA. 5.
- 6. RELOCATE SCRAP BINS WITHIN THE NEW LAND AREA.
- TO SUIT TRAFFIC MANAGEMENT.
- MATCH EXISTING ROOFED STORAGE.
- 10. INSTALL CANTILEVER RACKS FOR CROSS ARMS.

- 13A NEW PEDESTRIAN GATE WITH SWIPE ACCESS TO THOMAS STREET
- 14. NEW LINE MARKING ACROSS THE SITE.

PROPOSED WORKS LEGEND



LOTS 9-11 & 16-18 ON RP715930 THOMAS AND INGLES STREETS, & ADJACENT LEASE AREA 5.105m2 (3.691m2 + 1.414m2 LEASE AREA)

-	
3	463 m2
	108 m2
AGE 1	109 m2
OVERED STORAGE 1	59 m2
<u>D STORAGE 2</u>	<u>184 m2</u>
	923 m2

<u>18%</u>

CLEAR ALL VEGITATION FROM NEW LEASE AREA.

SURFACE TREATEMENT: SUB BASE WITH CEMENT STABILIZED COMPACTED GRAVEL REFER TO CIVIL ENGINEERS DRAWINGS FOR SITE GRADING PLAN

<u>3A OPTION</u> : INSTALL SUB BASE & NEW ASPHALT OR CONCRETE OVER BIN AREA (131m2) 4. PROVIDE NEW CONC. FOOTINGS & ALLOW TO RELOCATE ALL POLE RACKING ONTO THE NEW

RELOCATE LARGE SKIP BINS WITHIN THE NEW LAND AREA.

7. REPLACE EXISTING LIGHT POLE WITH NEW DOUBLE SIDED LIGHT POLE (SUPPLIED BY ERGON)

8. INSTALL CCTV ON POST. 2 CAMERAS REQUIRED FOR VIEW TO REAR GATE & VISION OVER SCRAP BIN/S. ALLOW FOR SPARE CONDUITS FOR FUTURE INSTALLATION OF CCTV. 9. INSTALL NEW ROOF & COVERED RACKING ALONG THE EXISTING N-W SIDE FENCE FOR MORE EFFICIENT STORAGE (OFF THE GROUND) TROUGHOUT THE DEPOT.

11. INSTALL RACKING IN BUNDED TRANSFORMER AREA FOR MORE EFFICIENT STORAGE. 12. PROVIDE SCREEN WALL TO SIDE OF BUND WALL ADJACENT REAR OF RACKING (i.e. TO

ELIMINATE ANY LEAKING AT HEIGHTS OUT FROM THE BUND AREA.)

INSTALL RACKING IN BETWEEN SHED UPRIGHTS TO STORE ITEMS VERTICALLY. 12A INSTALL NEW ROOF & COVERED RACKING IN LINE WITH THE EXISTING ROOFED STORAGE 13. NEW AUTO 8M CLEAR GATE & PEDESTRIAN GATE WITH SWIPE ACCESS TO INGLES STREET.

15. NEW CULVERT BRIDGING SLAB CROSSINGS TO INGLES STREET CROSSOVERS. NEW CULVERT BRIDGING SLAB CROSSINGS TO THOMAS STREET CROSSOVERS.

LAYOUT AS PER CIVIL ENGINEERS DRAWINGS

NEW ROOF & COVERED RACKING

NEW CULVERT BRIDGING AS PER ENGINEERS DETAILS

AMENDMENTS	DATE
P1 DRAFT - FOR COMMENT P2 FOR COM. AFTER SITE VISIT	20-07-'23 19-01-'24
P3 OPTIONS FOR COMMENTS P4 AMMENDED OPTION 3	30-01-'24 02-02-'24
P5 FOR COORDINATION P6 COUNCIL SUBMISSION	09-02-'24 19-02-'24
Ø	
ERGON. EN ERGY	
NETWORK	
3 Scott Street CAIRNS QLD 4870	
e. cp@clarkeandprince.com.au w.www.clarkeandprince.com.au	
DO NOT SCALE DRAWINGS. USE FIGURED DIMENSIONS ONLY.	PM
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	SIZE A1
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APPROVED MM DATE JUN PROJECT MOSSMAN DEPOT PR WORKS AT LOTS 9-11 & 16-18 ON	IE 2023
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NORTH











----- PROPOSED CONCRETE INVERT



S











CROSSOVER 1 LAYOUT SCALE: 1:50



CROSSOVER 2 LAYOUT SCALE: 1:50



CERTIFICATION AR Checked BL Designed AR B.LANGTREE RPEQ 11932 BLANGTREE RPEQ 11932 COPYRIGHT C These designs and drawings are copyright and are not to be used or reproduced without the written permission of MAL ENGINEERS PTY LID (ACN 636 773 78). The contents of his drawing are decinorially generated, are conditential and may only be used for the purpose for which they were intended. This is an uncontrolled document issued for intransitor purposes only, unless the checked sections are signed and approved. Figured dimensions take precedence over scale. Do not scale from this drawing. MAL ERGON (\mathbf{r}) Verified ML Energy WW Queensland NETWORK roved AR ML BL Des. Verif. Appd. clarke and prince ARCHITECTS **B.LANGTREE** 20.10.22 Descriptio

vels.dwg

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	Drawing Number	Q22020-C	I-04		Revision A

3

GENERAL

- THESE DRAWINGS SHALL BE READ IN CONJUNCTION WITH ALL ARCHITECTURAL AND OTHER CONSULTANTS' DRAWINGS AND SPECIFICATIONS AND WITH SUCH OTHER WRITTEN INSTRUCTIONS AS MAY BE ISSUED DURING THE COURSE OF THE CONTRACT.
- THE INFORMATION CONTAINED ON THESE DRAWINGS IS FOR STRUCTURAL ENGINEERING PURPOSES ONLY. IN ALL OTHER MATTERS, THE APPROVED ARCHITECTS' DRAWINGS SHALL TAKE PRECEDENCE. ALL DISCREPANCIES THAT COULD RESULT IN CHANGES TO THE STRUCTURAL DETAILS SHALL BE REFERRED TO THE ENGINEER PRIOR TO PROCEEDING WITH CONSTRUCTION. IF IN DOUBT - ASK.
- CONSTRUCTION FROM THESE DRAWINGS AND ASSOCIATED CONSULTANTS' DRAWINGS SHALL NOT
- COMMENCE UNTIL APPROVED BY THE LOCAL AUTHORITIES. ALL MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE RELEVANT AND CURRENT
- AUSTRALIAN STANDARDS AND WITH THE BY-LAWS AND ORDINANCES OF THE RELEVANT BUILDING AUTHORITIES AND THE NCC EXCEPT WHERE VARIED BY THE PROJECT SPECIFICATION. ALL DIMENSIONS SHOWN SHALL BE VERIFIED BY THE CONTRACTOR ON SITE. ENGINEERS' DRAWINGS SHALL
- NOT BE SCALED FOR DIMENSIONS. DURING CONSTRUCTION THE STRUCTURE SHALL BE MAINTAINED IN A STABLE CONDITION AND NO PART
- SHALL BE OVERSTRESSED. TEMPORARY BRACING SHALL BE PROVIDED BY THE CONTRACTOR TO KEEP WORKS AND EXCAVATIONS STABLE AT ALL TIMES.
- THE CONTRACTOR SHALL GIVE 48 HOURS NOTICE FOR ALL ENGINEERING INSPECTIONS. 8. UNLESS NOTED OTHERWISE ALL LEVELS ARE IN METRES AND ALL DIMENSIONS ARE IN MILLIMETRES.

DESIGN CRITERIA

THE STRUCTURAL COMPONENTS DETAILED ON THESE DRAWINGS HAVE BEEN DESIGNED IN ACCORDANCE WITH THE RELEVANT AUSTRALIAN STANDARDS AND LOCAL GOVERNMENT ORDINANCES FOR THE FOLLOWING DESIGN CRITERIA

DESIGN LOADS			
AREA	LIVE LOAD	SUPERIMPOSED DEAD LOAD	
GENERAL	1.5 kPa	NIL	
MEZZANINE FLOOR	5 kPa	NIL	
ROOF	0.25 kPa	NIL	
PAVEMENT	10 kPa	NIL	

- WIND LOADS ARE IN ACCORDANCE WITH AS1170.2 AS FOLLOWS: DESIGN WIND VELOCITY (V_{des}) 61 m/s
- REGION ...
- WIND CLASSIFICATION **TERRAIN CATERGORY**.
- BCS STRUCTURE IMPORTANCE LEVEL ... CONCRETE ELEMENTS HAVE BEEN DESIGNED FOR THE FOLLOWING DURABILITY EXPOSURE TO AS 3600 (B1 EXPOSURE U.N.O.)
- EXTERNAL B1 FOOTINGS B1
- FOOTINGS ASSUMED 100 kPa ALLOWABLE BEARING PRESSURE AND 25 kPa SKIN FRICTION. CONTRACTOR SHALL CONFIRM ON SITE.
- RETAINING WALLS FOOTINGS HAVE BEEN DESIGNED FOR AN ALLOWABLE BEARING INTENSITY OF 100 kPa. SURCHARGE LOAD 5 KPa
- ACTIVE PRESSURE COEFFICIENT (Ka) 0.4 PASSIVE PRESSURE COEFFICIENT (Kp) 2.5 VEHICLES VEHICLE LOAD 8 TONNE AXLE
- REPETITIONS UNLIMITED

SAFETY IN DESIGN

- CONSTRUCTION WORK UNDERTAKEN BY THE BUILDER/CONTRACTOR IS TO COMPLY WITH THE REQUIREMENTS OF THE WORK PLACE HEALTH AND SAFETY ACT.
- CONSTRUCTION ACTIVITY CAN BE HAZARDOUS. POTENTIAL SAFETY HAZARDS CONSIDERED BY THE DESIGNERS TO HAVE A HIGHER RISK THAN NORMAL CONSTRUCTION ACTIVITY ARE IDENTIFIED WITH APPROPRIATE NOTES ON THESE DRAWINGS. IT SHOULD BE NOTED THAT DESIGNERS HAVE A LOWER LEVEL OF UNDERSTANDING OF THE RISKS INVOLVED IN CONSTRUCTION COMPARED TO THAT OF A COMPETENT CONTRACTOR. IT IS THEREFORE ESSENTIAL THAT AN ADEQUATE SAFETY PLAN IS PREPARED BY THE CONTRACTOR FOR THE WORKS. SAFETY PLANS ARE TO BE PREPARED IN COMPLIANCE WITH THE STATUTORY REQUIREMENTS. THE DESIGNERS MAY NOT BE AWARE OF ALL SAFETY RISKS AND HAZARDS INVOLVED IN THIS PROJECT AND THE ABSENCE OF COMMENT DOES NOT IMPLY THAT THERE ARE ONLY LOW LEVEL RISKS OR HAZARDS INVOLVED IN THIS PROJECT. APPROPRIATE WORK METHOD STATEMENTS ARE TO BE PREPARED FOR ANY HIGH RISK ACTIVITY BY THE CONTRACTOR. THE DESIGNERS ARE AVAILABLE TO BE CONSULTED WHEN REQUIRED CONCERNING THEIR AREA OF CONTROL WITH REGARD TO SAFETY PLANS.
- PRIOR TO FABRICATION OF STEELWORK THE CONTRACTOR SHALL AGREE WITH THE ENGINEER ON AREAS OF RISK WHICH HAVE BEEN ADDRESSED BY THE DESIGN WHERE POSSIBLE AND AGREE ON SUITABLE CONSTRUCTION PROCEDURES WHERE AREAS OF RISK STILL EXIST.
- PRIOR TO ANY FABRICATION THE CONTRACTOR SHALL HAVE COMPLETED A RISK ASSESSMENT OF ALL CONSTRUCTION PROCEDURES AND ENSURED THAT WHERE POSSIBLE, ALL RISKS HAVE BEEN ELIMINATED AND WHERE NOT POSSIBLE THEIR SAFETY PLAN HAS ADDRESSED THOSE ISSUES AND IT HAS BEEN FORMULATED AND DOCUMENTED FOR STRICT ADHERENCE DURING THE CONSTRUCTION WORKS.
- PRIOR TO THE USE OF THE PROJECT AS DESIGNED, THE OWNER SHALL HAVE COMPLETED A RISK ASSESSMENT OF ALL WORK PRACTICES AND ENSURED THAT WHERE POSSIBLE ALL RISKS HAVE BEEN ELIMINATED AND WHERE NOT POSSIBLE THEIR SAFETY PLAN HAS ADDRESSED THOSE ISSUES AND IT HAS BEEN FORMULATED AND DOCUMENTED FOR STRICT ADHERENCE AFTER COMMISSIONING.

FOOTING NOTES

- THE BUILDER SHALL ALLOW TO ENGAGE AN APPROVED GEOTECHNICAL ENGINEER IN ACCORDANCE WITH THE EARTHWORKS AND THE BORED PIER SECTIONS OF THE SPECIFICATIONS TO CARRY OUT ALL INSPECTIONS AND TESTING TO CERTIFY THAT THE FOUNDING MATERIAL FOR HIGH LEVEL FOOTINGS AND OR THE CAPACITY OF BORED PIERS COMPLIES WITH THAT NOMINATED IN THE DOCUMENTATION. THE CERTIFICATION IS TO BE SIGNED BY A REGISTERED PROFESSIONAL ENGINEER OF QUEENSLAND.
- AN ALLOWABLE BEARING PRESSURE FOR HIGH LEVEL FOOTINGS OF 100 KPa HAS BEEN ASSUMED IN THE DESIGN OF THE FOOTINGS. FOR BORED PIERS AN ULTIMATE END BEARING PRESSURE OF 100 kPa AND SKIN FRICTION OF 20 kPa HAS BEEN ASSUMED IN THE DESIGN OF THE FOOTINGS. WHERE REQUIRED FOUNDING MATERIAL IS DEEPER THAN THE UNDERSIDE OF THE HIGH LEVEL
- FOOTINGS AS DETAILED ALLOW TO BACKFILL ADDITIONAL EXCAVATION WITH N20 CONCRETE. WHERE EXCAVATION WORK IS TO BE CARRIED OUT ADJACENT TO EXISTING FOOTINGS THE EXACT LEVEL OF THE UNDERSIDE OF THE FOOTINGS SHALL BE DETERMINED BY TEST PITS PRIOR TO EXCAVATION. UNDERPINNING SHALL BE CARRIED OUT AS DETAILED OR REQUIRED BY THE STRUCTURAL ENGINEER
- ALL FOOTING EXCAVATIONS SHALL BE FORMED AS NECESSARY WHEN EXCAVATED FACE IS NOT STABLE, DEWATERED AND CLEANED OF LOOSE AND SOFT MATERIAL PRIOR TO PLACING CONCRETE. ALL WALLS AND COLUMNS SHALL BE CONCENTRIC WITH SUPPORTING FOOTINGS UNLESS NOTED OTHERWISE ON THE DRAWINGS.

CONCRETE

- 1. ALL MATERIALS AND WORKMANSHIP SHALL CONFORM WITH CURRENT EDITIONS OF AS AND AS3610 EXCEPT WHERE VARIED BY THE CONTRACT DOCUMENTS. REFER ALSO TO IN CONCRETE, FORMWORK AND REINFORCEMENT SECTION OF THE SPECIFICATIONS.
- CONCRETE STRENGTH GRADE FOR PARTICULAR ELEMENTS SHALL BE AS NOTED ON TH SIZE OF ELEMENTS IS EXCLUSIVE OF APPLIED FINISHES. BEAMS DEPTHS INCLUDE SLAB AND ARE THE FIRST DIMENSION SPECIFIED, FOLLOWED BY WIDTH. UNLESS NOTED OTHE FORMED EDGES AND CORNERS OF CONCRETE MEMBERS SHALL HAVE 20mm CHAMFERS
- CONSTRUCTION JOINTS SHALL BE MADE ONLY AT APPROVED LOCATIONS, AND, IN BEAMS SHALL BE CONSTRUCTED WITH A SHEAR KEY TO ENGINEER'S DETAIL U.N.O. SURFACES O AT ALL JOINTS SHALL BE THOROUGHLY MECHANICALLY SCABBLED, FULLY EXPOSING TH MIX, UNLESS OTHERWISE NOTED.
- 5. ALL REINFORCEMENT SHALL BE TO AS/NZS 4671 AND REINFORCEMENT GRADE IS DESIGN FOLLOWS:
- R: PLAIN ROUND BAR, GRADE 250 N: DEFORMED BAR, GRADE 500
- SL/RL: WIRE REINFORCING FABRIC GRADE 500
- 6. REINFORCEMENT SHALL BE BENT COLD IN ACCORDANCE WITH AS3600 EXCEPT WHERE A THE STRUCTURAL ENGINEER. NO REBENDING SHALL BE PERMITTED.
- 7. DO NOT CUT REINFORCEMENT ON SITE TO CLEAR PENETRATIONS. DISPLACE REINFORCE SLIGHTLY AS NECESSARY TO CLEAR BLOCKOUTS.
- 8. CONCRETE COVER AND LAPS TO REINFORCEMENT SHALL BE AS NOTED ON THE DRAWING 9. APPLY EVAPORATION RETARDER AND CURE ALL CONCRETE IN ACCORDANCE WITH THE
- SPECIFICATIONS 10. FORMWORK SHALL REMAIN UNDISTURBED FOR THE MINIMUM STRIPPING TIMES SPECIFII UNLESS OTHERWISE APPROVED.

TABLE 1 - CONCRETE QUALITY				
ELEMENT	STRENGTH GRADE	SLUMP (mm)	MAX. AGGREGA SIZE (mm)	
BORED PIERS	N32	80 ± 15	20	
FOOTINGS	N32	80 ± 15	20	
SHED SLAB ON GROUND	N40	80 ± 15	20	
EXTERNAL HARDSTAND SLAB	N40	80 ± 15	20	
BLINDING	N7	80 ± 15		

SIDE (mm) 70

50

50

TABLE 2 - CLEAR COVER TO REINFORCEMENT. (UNO)				
ELEMENT	TOP (mm)	BOTTOM (mm)		
BORED PIERS	70	100		
FOOTINGS	50	50		
INT SLAB ON GROUND	50	50		
EXT SLAB ON GROUND	50	50		

REINFORCEMENT

- 1. ALL REINFORCING BARS SHALL BE GRADE D500N TO AS4671 UNLESS NOTED OTHERWISE AND BENT IN ACCORDANCE WITH AS3600. ACCEPTABLE MANUFACTURERS AND PROCESSO REINFORCEMENT MUST HOLD A VALID CERTIFICATE OF APPROVAL, ISSUED BY THE AUSTR CERTIFICATION AUTHORITY FOR REINFORCING STEELS (ACRS). OR TO SUCH AN EQUIVAL CERTIFICATION SYSTEM AS MAY BE APPROVED IN WRITING BY THE SPECIFIER. EVIDENCE WITH THIS CLAUSE MUST BE OBTAINED WHEN CONTRACT BIDS ARE RECEIVED. ALL MESH 500L TO AS4671 AND SHALL BE SUPPLIED IN FLAT SHEETS. THE FIGURES FOLLOWING THE FABRIC SYMBOLS RL, SL, L, TM IS THE REFERENCE NUMBER
- AS4671 2 REINFORCEMENT IS REPRESENTED DIAGRAMMATICALLY AND NOT NECESSARILY IN TRUE 3 SPLICES IN REINFORCEMENT SHALL BE MADE ONLY IN POSITIONS SHOWN OR OTHERWISE WRITING BY THE ENGINEER. LAPS SHALL BE IN ACCORDANCE WITH AS 3600 AND NOT LESS DEVELOPMENT LENGTH FOR EACH BAR, AS SHOWN IN THE TABLE BELOW.

TABLE 6 - LAP SCHEDULE			
BAR DIA.	LENGTH (mm)	BAR DIA.	LENGTH (mm
R6	300	N20	800
R10	400	N24	1000
N12	500	N28	1800
N16	600	N32	2200

- 4. WELDING OF REINFORCEMENT SHALL NOT BE PERMITTED UNLESS SHOWN ON THE STRUC OR APPROVED BY THE ENGINEER. WHERE APPROVED, WELDING MUST COMPLY WITH AS15 STEEL WELDING, PART 3 : WELDING OF REINFORCING STEEL. NO WELDING IS ALLOWED WIT BENDS
- 5. FABRIC SHALL BE LAPPED TWO TRANSVERSE WIRES PLUS 25mm. BUNDLED BARS SHALL BE
- AT 30 BAR DIAMETER CENTRES WITH 3 WRAPS OF THE WIRE. 6. WHERE TRANSVERSE TIE BARS ARE NOT SHOWN PROVIDE N12-300 SPLICED WHERE NECES
- WITH MAIN BARS 400 mm UNLESS NOTED 7. JOGGLES TO BARS SHALL COMPRISE A LENGTH OF 12 BAR DIAMETERS BETWEEN BEGINNIN
- OFFSET OF 1 BAR DIAMETER. 8 ALL REINFORCEMENT SHALL BE FIRMLY SUPPORTED ON MILD STEEL PLASTIC TIPPED CHAI CHAIRS OR CONCRETE CHAIRS AT NOT GREATER THAN 1 METRE CENTRES BOTH WAYS, AN FOR FABRIC. WHEN POURED ON GROUND AS FORMWORK PROVIDE PLATES UNDER ALL BAI
- TIPPED STEEL CHAIRS SHALL NOT BE USED ON EXPOSED FACES IN EXPOSURE CLASSIFICA ONLY PLASTIC OR CONCRETE CHAIRS. 9 SITE BENDING OF REINFORCEMENT SHALL BE AVOIDED IF POSSIBLE. WHERE SITE BENDING
- IT SHALL BE CARRIED OUT COLD, WITHOUT THE APPLICATION OF HEAT, AND IN ACCORDAN PRACTICE NOTE RPN1 OF THE STEEL REINFORCEMENT INSTITUTE OF AUSTRALIA. REINFOR NOT BE REBENT WITHOUT APPROVAL OF THE SUPERINTENDENT.
- 10 THE STRUCTURAL ENGINEER SHALL BE GIVEN 48 HOURS NOTICE FOR REINFORCEMENT IN CONCRETE SHALL NOT BE DELIVERED UNTIL FINAL APPROVAL HAS BEEN OBTAINED FROM FNGINFFR

REINFORCED CONCRETE MASONRY

- 1. ALL MATERIALS AND WORKMANSHIP SHALL CONFORM WITH THE CURRENT EDITION OF A
- WHERE VARIED BY THE CONTRACT DOCUMENTS AND SPECIFICATIONS. 2. CONCRETE MASONRY UNITS SHALL HAVE A MINIMUM CHARACTERISTIC UNCONFINED COI
- STRENGTH OF 20 MPa IN ACCORDANCE WITH THE REQUIREMENTS OF AS/NZS 4455.1. 3. PROVIDE ADEQUATE TEMPORARY PROPPING TO WALLS DURING CONSTRUCTION IN ACCO
- AS/NZS 4455.1 AND AS 4456.0. 4. PROVIDE VERTICAL CONTROL JOINTS IN WALLS AT MAXIMUM 8 METRE CENTRES OR WHE
- ON DRAWINGS. 5. ALL WALLS SHALL BE FULLY BONDED OR TIED AT THEIR INTERSECTIONS UNLESS DETAIL OTHERWISE.
- 6. MORTAR SHALL BE MECHANICALLY MIXED AND TYPE M3 U.N.O. CONSISTING OF 1 PART C HYDRATED LIME AND 6 PARTS OF WELL GRADED SAND, AND SHALL COMPLY WITH THE RI
- OF AS 3700, MORTAR SHALL BE SAMPLED AND TESTED, IN ACCORDANCE WITH THE SPECI CORES OF ALL BLOCKS SHALL BE CLEAN AND FREE FROM PROJECTING MORTAR. PROVID OPENINGS AT BASE OF EACH LIFT. FORM THE FACE OF CLEAN OUT BLOCKS. INFILL BLOCK
- SHALL NOT BE USED WITHOUT APPROVAL BY THE STRUCTURAL ENGINEER.



1379, AS 3600 NSITU	 CORE FILLING CONCRETE SHALL BE MIXED USING MAX 10mm AGGREGATE, SHALL HAVE F'C 20 MPa AND MAXIMUM SLUMP OF 230mm. CONCRETE SHALL BE PLACED TO COMPLETELY FILL CORES WITHOUT 	1.	GENERAL ALL WORKMANSHIP MATERIALS AND CO	NSTRUCTION
E DRAWINGS.	SEGREGATION OR VOIDS. COMPACT BY INTERNAL VIBRATION OR RODDING AND STRENGTH TEST IN ACCORDANCE WITH THE MASONRY SPECIFICATION.		ALL WORNWANSHIP, WATERIALS AND CO AS1684, AS1720 & AS4600, THE AUSTRALI	AN DOMESTIC
THICKNESS ERWISE ALL	 FILL CORES TO MAXIMUM 2.4 METRE HIGH FREE DROP IN ANY ONE POUR. BACKFILL RETAINING WALLS, ON ENGINEER'S APPROVAL, WITH CLEAN 20mm GRAVEL FILLING FREE 	2.	DESIGN:	
S. S AND SLABS	FROM CLAY OR OTHER ORGANIC MATTER. 11. RETAINING WALLS SHOULD NOT BE BACKFILLED UNTIL A MINIMUM OF 14 DAYS AFTER GROUT FILLING.		SUPPORTING MEMBERS ARE TO BE DESI	GNED & FABRI
OF CONCRETE	PROPPED RETAINING WALLS SHALL NOT BE BACKFILLED UNTIL THE SLAB OVER HAS BEEN CAST A MINIMUM OF 7 DAYS AND THE WALL HAS BEEN GROUT FILLED A MINIMUM OF 14 DAYS \		FABRICATORS. THE DESIGN OF THE TRUS FOLLOWING:	SS SYSTEM SH
	12. PROVIDE ALL AGRICULTURAL PIPES OR WEEPHOLES TO EARTH FACE OF ALL RETAINING WALLS AS		a. ALL TRUSSES SHOWN ON THE DRAW FRAMING NEEDED TO COMPLETE THE	INGS TOGETHE E ROOF PROFIL
NATED AS	SILTATION BY THE USE OF GEOFABRIC. AGRICULTURAL DRAINS TO BE CONNECTED TO THE		b. FASCIA BEAMS AS REQUIRED TO MINI TRUSSES & TO PROVIDE SUPPORT AT	MISE DIFFERE
	13. PROVIDE WATERPROOF MEMBRANE & D.P.C. AS REQUIRED BY THE ARCHITECTURAL SPECIFICATION.		c. TRUSS TO TRUSS, TRUSS TO FASCIA	BEAM & TRUSS
APPROVED BY	STRUCTURAL STEELWORK		d. ALL TRUSSES SHALL BE SUPPORTED	AT NODE POIN
EMENT			e. PRECAMBER AS REQUIRED TO ENSUI PLANE THROUGH THE ROOF DOES NO	RE THAT THE N DT EXCEED 10r
IGS	AND 2 AND AS4600 EXCEPT WHERE VARIED BY THE CONTRACT DOCUMENTS. REFER ALSO TO THE STRUCTURAL STEEL WORK SECTION OF THE SPECIFICATIONS		VALUE. f. ROOF TRUSS TIE DOWN TO SUPPORT	ING MEMBERS
CONCRETE	 ALL STEEL SHALL COMPLY WITH THE FOLLOWING U.N.O. : WELDED SECTION CRADE 200 TO AS/N/75 2678 2 		COLUMNS & CONNECTION TO STRUC FABRICATORS ENGINEER	TURAL FASCIA
ED IN AS3610,	 ROLLED SECTION - GRADE 300 TO AS/NZS 30/8.2 ROLLED SECTION - GRADE 300 TO AS/NZS 3679.2 		g. TRUSS MANUFACTURER TO PROVIDE	ADDITIONAL B
	- SHS AND RHS - GRADE 350/GRADE 450 TO AS 1163 - CHS - GRADE 250/GRADE 350 TO AS 1163		h. THE POSITIONING OF TRUSS WEB MEN	MBERS IS TO A
	 FLAT PLATE - GRADE 300 TO AS/NZS 3679.2 STANDARD PLATE - GRADE 250 TO AS/NZS 367 		SPACE OF ELECTRICAL, MECHANICAL SERVICES ENGINEERS DRAWINGS.	
ΓE	 THE CONTRACTOR SHALL UNLESS SPECIFIED ELSEWHERE: (a) PROVIDE AND EMPLOY ANY ADDITIONAL TEMPORARY BRACING ETC. NECESSARY TO ADEQUATELY HOLD 		i. ALLOW FOR TRUE WEIGHT OF CEILIN j. SUPERIMPOSED LOADS FROM PLANT	g linings - Re Equipment o
_	STEELWORK IN POSITION DURING CONSTRUCTION. CARRY OUT ERECTION OF STEELWORK IN		 MAXIMUM TRUSS SPACINGS U.N.O. 900 FOR SHEET ROOF 	
	(b) PROVIDE ALL PACKS, CLEATS, BOLTS (INCL. H.D. BOLTS) ETC. REQUIRED FOR TEMPORARY AND	3.	BOTTOM CHORD BRACING: BOTTOM CHORD BRACING WHICH IS STR	
	FRAMING.		ROOF TRUSSES TO THE BRACING WALLS	IS TO BE INST
	(c) SUBMIT TWO (2) COPIES OF WORKSHOP DRAWINGS TO THE ENGINEER FOR PERUSAL. FABRICATION SHALL NOT COMMENCE WITHOUT A WRITTEN RESPONSE. THE CONTRACTOR IS TO ALLOW 14 BUISNESS DAYS	-	a. A PLASTERBOARD CEILING FIXED TO	CEILING BATTE
	FOR REVIEW AND APPROVAL OF SHOP DRAWINGS. (d) CONTRACTOR TO PROVIDE ALL TRIMMER GIRTS AND PURLINS AS REQUIRED TO SUPPORT WALL AND ROOF	F	b. A SYSTEM OF BRACING MEMBERS FI	KED TO THE BC
7	SHEETING EDGES. 4. ALL STRUCTURAL STEELWORK TO BE HOT DIP GAI VANISED. UNI ESS NOTED OTHERWISE	4.	DESIGN CERTIFICATION & SHOP DRAWIN MANUFACTURE OF ROOF TRUSSES SHAL	<u>GS:</u> .L NOT COMME
	REFER ARCHITECTURAL SPECIFICATION.		a. 3 SETS OF THE FABRICATORS ENGINE HAVE BEEN SUBMITTED TO & APPROV	EERS SHOP DR /ED BY THE AR
	5. PROPRIETARY TIEMS (E.G. PORLINS, ROOP/WALL SHEETING, BOLTS ETC.) SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATION. FOR LAPPED PURLINS/GIRTS USE M12 4.6/S	_	ALLOWED FOR REVIEW.	
_	PURLIN BOLTS AND FOR UNLAPPED PURLINS/GIRTS USE M12 4.6/S SHOULDERED PURLIN BOLTS. SHOULDERED PURLIN BOLT HEAD TO BE AGAINST COLD FORMED SECTION. ALL PURLIN/GIRT BOLTS SHALL HAVE INTEGRAL)	CONNECTIONS BETWEEN TRUSSES, A	AND THE CONN
—	WASHERS. 6. MINIMUM WELDING REQUIREMENTS IF NOT OTHERWISE SPECIFIED SHALL BE AS FOLLOWS:-		REGISTERED PROFESSIONAL ENGINE	ER IS TO BE S
	- ALL WELDS CATEGORY S.P 6mm CONTINUOUS FILLET WELDS, OR WHERE NOTED, COMPLETE PENETRATION BLITT WELDS (C.P.B.W.). USING F48XX FLECTRODES WITH CATEGORY S.P. INSPECTION WITH	4	ARCHITECT.	
	ALL WELDS 100% VISUALLY SCANNED, ALL TO AS/NZS 1554.1 UNLESS NOTED OTHERWISE. ALL WELDING			
	7. EXTENT OF WELD INSPECTION/TESTING TO BE:	т	IMRER	
DRS OF STEEL	VISUAL SCANNING : 100% OF WELDS VISUAL EXAMINATION: 100% OF BUTT WELDS IN TENSION MEMBERS AND 50% OF OTHER WELDS.	<u> </u>		
ALIAN ENT	RADIOGRAPHIC OR ULTRASONIC: 10% OF BUTT WELDS IN TENSION MEMBERS AND 5% OF OTHER WELDS. GRIND WELDS SMOOTH AND FLUSH WITH PARENT METAL WHERE NOMIMATED ON DRAWINGS.	1. 2.	ALL TIMBER DESIGN, MATERIAL AND CONS SOFTWOOD TO BE MINIMUM STRESS GRAD	TRUCTION SHA
OF COMPLIANCE SHALL BE GRADE	GRIND ONLY IN LONGITUDINAL DIRECTION OF MEMBER. WELDS TO BE INSPECTED BY INDEPENDENT NATA ACCREDITED QUALIFIED WELDING INSPECTOR TO AS2214, PROVIDE WELDING INSPECTORS REPORT TO	۱.	NOTED OTHERWISE. SUBMIT SUPPLIERS C	ERTIFICATE AS
R FOR FABRIC TO	SUPERINTENDENT.	3.	EXTERNAL TIMBER SHALL BE EITHER SEAS	
	PAINTED IN ACCORDANCE WITH THE SPECIFICATION.		H3 TREATMENT UNLESS SPECIFIED OTHER	WISE, TO AS 1
APPROVED IN	9. ALL BOLTS, NUTS AND WASHERS, INCLUDING HOLD DOWN BOLTS, CAST-IN FERRULES, CAST-IN PLATES AND MASONRY ANCHORS ARE TO BE HOT DIP GALVANIZED U.N.O. ALL GALVANIZED COMPONENTS TO BE CAST		DOCUMENTATION FOR PRESERVATIVE TRE	APPLIED TO ALL EATMENT.
S THAN THE	INTO CONCRETE MUST BE PASSIVATED. UNLESS NOTED OTHERWISE STEEL TO STEEL CONNECTIONS ARE M20 8.8/S AND HOLD DOWN BOLTS ARE M20 4.6/S.	4.	ALL BOLTS IN TIMBER CONSTRUCTION SHA GALVANISED. BOLTS SHALL BE RETIGHTEN	ALL BE MINIMUI
	10. BOLT TYPES SHALL BE AS FOLLOWS:- * 4 6/S -COMMERCIAL BOLTS TO AS1111 AND AS1112_SNUG TIGHTENED		SHALL BE DRILLED NO MORE THAN 1 mm O	VERSIZE. RE THE HEAD (
	* 8.8/S -HIGH STRENGTH STRUCTURAL BOLTS TO AS/NZS 1252, SNUG TIGHTENED ONLY.		SPRING WASHER WOULD OTHERWISE BEA	R ON A TIMBER
	USE BOLT LENGTHS SO THAT PROJECTION BEYOND NUT IS AT LEAST TWO (2) THREADS, AND NOT MORE THAN	1	WASHERS BEARING AGAINST TIMBER SHA	LL HAVE THE F
	FRICTION TYPE BOLTS = 0.35 TREAT CONTACT SURFACES BY WIRE BRUSHING OR BLASTING AS REQUIRED TO)	WASHERS	
	ACHIEVE ASSUMED SLIP FACTOR. DEGREASE AND LIGHTLY OIL TF AND TB BOLTS PRIOR TO INSTALLATION. TENSION TF AND TB BOLTS USING PART-TURN METHOD OR TAMPER PROOF LOAD INDICATING WASHERS TO		NOMINAL FASTENER SIZE M8	M16
	AS4100. DO NOT USE CALIBRATED TORQUE WRENCHES. PROVIDE WITNESS MARKS ON BOLT AND NUT. PROVIDE A HARDENED WASHER UNDER BOLT HEAD OR NUT, WHICHEVER IS ROTATED. DO NOT REUSE TB OR		NOMINAL OUTSIDE DIAMETER 36mm	55mm
554.3 STANDARD	TF BOLTS ONCE TENSIONED.		SPRING WASHERS SHALL BE STANDARD H	ELICAL SPRING
ITHIN 120mm OF	CONNECTIONS U.N.O 12 ALL DIATES ARE TO BE 10mm THICK LINO, ALL DIATES TO BE EDOM STANDARD SOLIARE EDGE ELATS U.N.O	5.	TIMBER DIMENSIONS SHALL BE NOT LESS	THAN:
E TIED TOGETHER	 12. ALL PLATES ARE TO BE TOIMIN THICK ONO. ALL PLATES TO BE FROM STANDARD SQUARE EDGE PLATS U.N.O. 13. THE FABRICATION AND ERECTION OF THE STRUCTURAL STEELWORK SHALL BE SUPERVISED BY A QUALIFIED 		TIMBER DIMENSIONS	TOLERANCES
ESSARY AND LAP	DESIGNS ARE MET. ALL BEAMS AND RAFTERS SHALL BE FABRICATED AND ERECTED WITH NATURAL CAMBER		SEASONED SOFTWOOD	+5mm , -0
NG AND END OF AN	UP. BEAMS AND TRUSSES OVER 6m SHALL BE PRECAMBERED 1 IN 500 UNLESS NOTED OTHERWISE. ALL MEMBERS SHALL BE SUPPLIED IN SINGLE LENGTHS. SPLICES SHALL ONLY BE PERMITTED IN LOCATIONS		UNSEASONED SOFTWOOD	< F7 +3mi
	SHOWN ON THE STRUCTURAL DRAWINGS. 14. THE CONTACT SURFACES FOR HIGH STRENGTH FULLY TENSIONED BOLTED CONNECTIONS SHALL BE CLEAN		UNSEASONED SOFTWOOD	> F7 +2mi
ATION DA DO CHAT	"AS ROLLED" AND NOT PAINTED. FULLY TENSION BOLTS BY THE "PART TURN METHOD OF TIGHTENING", OR BY	ſ	UNSEASONED HARDWOOD	+3mm3
ATION B1, B2 AND C	15. GROUT TO BASE PLATES: A SPACE FOR 40mm OF 2:1 SAND:CEMENT MORTAR OF DAMP EARTH CONSISTENCY		SEE ALSO CLAUSE 1.6.2 IN AS 2082	, -
G IS UNAVOIDABLE	SPECIFICATIONS.	6.	ALL TIMBER JOINTS AND NOTCHES ARE TO	BE 100mm MIN
RCEMENT SHALL	16. COATING REPAIRS: REINSTATE COATING TO DAMAGED AREAS TO PROTECTIVE COATINGS SPECIFICATION. FIELD WELD REPAIRS: DO NOT WELD THROUGH EXISTING GALVANISING OR COATINGS. REMOVE WELD		SLOPING GRAIN, GUM VEINS OR OTHER MI	NOR DEFECTS
NSPECTION AND	SPLATTER, RESIDUAL FLUX etc BY CHIPPING, GRINDING OR ABRASIVE BLAST CLEANING. GRIND FLUSH ROUGH WELD BEADS. PREPARE SURFACE FOR PAINTING AS PER COATING SPECIFICATION. REMOVE RUST, LOOSE	7.	FIELD-CUT SURFACES ARE TO BE TREATED	D TO REFUSAL
	AND BURNT PAINT AND SUFFICIENT SOUND COATING SO PAINT EDGE IS FEATHERED AND SMOOTH. STRIPE COAT ALL WELDS. EDGES AND ROUGH SURFACES USING A BRUSH. REINSTATE COATING AS PER PROTECTIVE	Ξ	SOON AS POSSIBLE AFTER CUTTING. ENSU	JRE CUTS ARE
	COATINGS SPECIFICATION.		IU IREATING.	
AS3700 EXCEPT	ORGANIC TWO-PACK ZINC RICH EPOXY COATING COMPLYING WITH AS/NZS 3750.9 APPLIED IN TWO COATS			
OMPRESSIVE	EACH 50 MICKON, MINIMUM TOTAL DRY FILM THICKNESS 100 MICKONS. DO NOT USE SPRAY CANS OF 'COLD GALV' OR ZINC ALLOY SOLDER 'STICKS'. SURFACE PREPARATION OF EXPOSED BARE STEEL TO BE ABRASIVE			
ORDANCE WITH	BLAST CLEANED TO AS 1627.4, CLASS 2½ (PREFERRED) OR POWER TOOL CLEANED TO AS 1627.2 CLASS ST 3. LIGHTLY SWEEP BLAST GALVANIZED SURFACES.			
	18. PROTECTIVE COATINGS ARE TO BE SHOP APPLIED AND CURED IN WORKSHOP IN ACCORDANCE WITH MANUFACTURER S RECOMMENDATIONS LINE ESS APPROVED OTHERWISE IN WRITING BY SUPERINTENDENT			
	PROTECTIVE COATINGS ARE TO BE SMOOTH, UNIFORM AND WITHOUT RUNS, BEADS, PINHOLES, SURFACE			
LΕD	19. UNLESS NOTED OTHERWISE ON THE DRAWINGS OR IN THE SPECIFICATION, SURFACE TREATMENT OF EXPOSE STEELWORK FOR ATMOSPHERIC CORPOSION PROTECTION TO BE DUDG. ADDI V DROTECTIVE CONTINUES AD	ED		
EMENT, 1 PART EQUIREMENTS	PER SYSTEM/SYSTEMS PUR5 OF AS/NZS2312 TABLE 6.3 IN ACCORDANCE WITH MANUFACTURER'S	_		
CIFICATION. DE CLEAN OUT	RECOMMENDATIONS. REPORT QA RECORDS IN A FORMAT SIMILAR TO AS3894 PARTS 10 TO 14. NON-SPECIFIED COLOURS WILL BE SELECTED BY THE SUPERINTENDENT.	U		
K SHELLS	20. DISSIMILAR METALS TO BE SEPERATED WITH INERT MATERIAL. 21. REFER SPECIFICATION AND ARCHITECTURAL DRAWINGS FOR DECORATIVE COATINGS.			
CERTIFICATIO	N Dr	rawn		

REINFORCED CONCRETE MASONRY (con't)

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Date 12.2.24	Client ENERGY QU
Date 12.2.24	Project MOSSMAN DEPO
Date 12.2.24	THOMAS & INGLE
Date 12.2.24	
12.2.21	GENERAL CONST
XXX	
	Date 12.2.24 Date 12.2.24 Date 12.2.24 Date 12.2.24

CTION SHALL CONFORM WITH CURRENT EDITIONS OF MESTIC CONSTRUCTION MANUAL AND THE PROJECT

ROOF TRUSS NOTES

NG & THE CONNECTIONS BETWEEN TRUSSES & TO & FABRICATED BY AN APPROVED FIRM OF TRUSS TEM SHALL INCORPORATE ALLOWANCE FOR THE

OGETHER WITH ANY OTHER TRUSSES AND OTHER PROFILE

IFFERENTIAL DEFLECTIONS BETWEEN TOES OF TRUSS TO SUPPORT CONNECTIONS, ALL PERMANENT

IZING STRUTS TO CANTILEVER TRUSSES. DE POINTS ONLY, INCLUDING JACK TRUSSES THE MAXIMUM LONG-TERM SAG IN ANY HORIZONTAL EED 10mm OR SPAN/400 WHICHEVER IS THE LESSER

MBERS INCLUDING GUSSETS AND BOLTS TO STEEL FASCIA TO BE DESIGNED AND DETAILED BY TRUSS

ONAL BRACING FOR ROOF TRUSSES IN ACCORDANCE

IS TO ALLOW FOR THE PASSAGE THROUGH THE CEILING RAULIC SERVICES & EQUPIMENT AS SHOWN ON THE

NGS - REFER ARCHITECTS DRAWINGS. MENT OR AS NOMINATED.

ALLY ADEQUATE TO TRANSFER WIND LOADS FROM THE BE INSTALLED. THIS BRACING ACTION IS TO BE

BATTENS OR FURRING CHANNELS WHICH ARE SCREW

THE BOTTOM CHORDS OF THE TRUSSES.

COMMENCE UNTIL: SHOP DRAWINGS INCLUDING MARKING & LAYOUT PLANS THE ARCHITECT AND ENGINEER. 14 DAYS SHOULD BE

THE TOP & BTM. CHORD BRACING OF TRUSSES, THE E CONNECTIONS TO THE SUPPORT STRUCTURE HAVE ADS SET OUT IN "DESIGN CRITERIA" AND SIGNED BY A TO BE SUBMITTED WITH THE SHOP DRAWINGS TO THE

ION SHALL BE TO AS 1720.1 AND AS1720.2. NO. HARDWOOD TO BE MINIMUM GRADE F14 UNLESS CATE AS TO STRESS GRADE OF TIMBER MEMBERS. ALL

HARDWOOD WITH DURABILITY CLASS I OR II, GNATED PINE GRADE F7, PRESSURE TREATED MINIMUM TO AS 1604 AND RE-DRIED PRIOR TO USE.) TO ALL CUT SURFACES. SUPPLY SUPPORTING

MINIMUM M16 UNLESS NOTED AND SHALL BE THE END OF THE MAINTAINANCE PERIOD. BOLT HOLES

HEAD OF A BOLT OR COACH SCREW, A NUT, OR TIMBER ELEMENT. FLAT WASHERS ARE NOT STEEL PLATE. UNLESS NOTED OTHERWISE, FLAT THE FOLLOWING MINIMUM OUTSIDE DIAMETER

M20	M24				
65mm	75mm				
G-LOCK WASHERS					

SPRING-LOCK WASHERS. SPRING WASHERS ARE TO NNECTING TIMBER ELEMENTS.

Jmm
ım , -3mm
ım , -4mm
Jmm
3mm

Omm MINIMUM AWAY FROM, LOOSE KNOTS, SEVERE EFECTS. ALL TRUSSES AND RAFTERS SHALL BE FIXED TO

FUSAL / SATURATION WITH COPPER NAPHTHENATE TH ANCHOR SEAL PARAFFIN SEALANT. TREAT BEAMS AS JTS ARE CLEAN AND FREE OF SAWDUST OR DEBRIS PRIOR

JEENSLAND LIMITED					
T PROPOSED WORKS ES STREETS, & ADJACENT LEASE AREA	Status NOT TO BE U	PRELIN JSED FOR CO	MINARY	N PU	RPOSES
	Datum AHD		Scale AS SHOWN	Size	A1
	Drawing Number				Revision
	(Q24034-S	T-01		1

EARTHWORKS NOTES:

- 1. A SOILS INVESTIGATION REPORT REF: 222320.00 DATED JULY 2023 HAS BEEN CARRIED OUT BY DOUGLAS PARTNERS.
- 2. BULK EARTHWORKS IS TO BE CARRIED OUT IN ACCORDANCE WITH THE REQUIREMENTS OF AS 3798 AND THE GEOTECHNICAL REPORT. REFER CIVIL DRAWINGS FOR ADDITIONAL EARTHWORKS
- NOTES AND FILLING REQUIREMENTS.
- 3. MATERIAL WITH LESS THAN 100 kPa, SHOULD BE REMOVED AND A GRANULAR FILL (CBR 15) PLACED AND COMPACTED.
- 4. THE CONTRACTOR SHALL ALLOW TO PAY ALL ASSOCIATED COSTS TO ENGAGE AN APPROVED GEOTECHNICAL CONSULTANT TO CARRY OUT ALL INSPECTIONS, TESTING AND CERTIFICATIONS AS NESESSARY OF THE EARTHWORKS SHOWN IN THE DOCUMENTATION.
- THE GEOTECHNICAL ENGINEER SHALL PROVIDE ALL SERVICES AS REQUIRED TO SATISFY LEVEL 1 SUPERVISION AS SPECIFIED IN AS3798. THE CONTRACTOR SHALL PROVIDE DETAILS OF ALL TESTING TO THE ENGINEER PROGRESSIVELY THROUGHOUT THE WORKS AND NOTIFY THE ENGINEER OF ANY NON CONFORMANCES. ALL NON CONFORMING WORK IS TO BE RECTIFIED AT THE CONTRACTORS EXPENSE.
- 6. FOLLOWING THE COMPLETION OF THE EARTHWORKS AND INSTALLATION OF FOOTINGS AND SERVICES THE CONTRACTOR SHALL PROVIDE WRITTEN CERTIFICATION FROM THE GEOTECHNICAL CONSULTANT STATING THAT ALL EARTHWORKS AND FOUNDATION MATERIAL SUPPORTING FOOTINGS COMPLIES WITH THE REQUIREMENTS OF THE DOCUMENTATION AND AS3798.
- 7. PRIOR TO COMMENCEMENT OF WORKS THE CONTRACTOR IS TO IDENTIFY AND BE SATISFIED OF THE CORRECT LOCATIONS OF ALL EXISTING SERVICES WHETHER INDICATED OR NOT ON THE PLANS. ANY DAMAGE TO EXISTING SERVICES IS TO BE RECTIFIED AS SOON AS POSSIBLE AT THE CONTRACTORS EXPENSE.
- 8. REMOVE ALL VEGETATION, ORGANIC TOPSOIL, AND OTHER DELETERIOUS MATERIAL AND DISPOSE OF ALL SUCH MATERIAL OFF SITE. EXCAVATE AND TRIM THE BUILDING OR PAVEMENT PLATFORMS AS REQUIRED.
- PROOF ROLL THE EXPOSED SUBGRADE IN THE PRESENCE OF A GEOTECHNICAL ENGINEER TO IDENTIFY ANY SOFT SPOTS. THESE AREAS MUST BE INSPECTED BY THE GEOTECHNICAL ENGINEER TO ASSESS EXTENT.
- 10. SOFT SPOTS SHALL BE EXCAVATED AND REPLACED WITH SELECT GRANULAR BACKFILL COMPACTED IN LAYERS NOT EXCEEDING 150mm COMPACTED THICKNESS TO COMPACTION AS NOTED.
- 11. FILL MATERIAL SHALL BE EITHER IMPORTED SELECT MATERIAL OR EXISTING EXCAVATED SOILS (IF APPROVED BY THE GEOTECHNICAL ENGINEER & FREE OF ORGANIC MATERIAL). IMPORTED FILL MATERIAL SHALL BE LOW PLASTICITY, GRANULAR FILL HAVING THE FOLLOWING CHARACTERISTICS: -MINIMUM CBR 15% PLASTICITY INDEX <15%
- % PASSING 0.075mm SIEVE <25%
- FILL MATERIAL SHALL BE COMPACTED IN MAXIMUM 200mm THICK LAYERS (COMPACTED THICKNESS) TO 98% STANDARD DRY DENSITY RATIO IN ACCORDANCE WITH AS1298 U.N.O.
 SUB-BASE FILL MATERIAL SHALL HAVE MINIMUM CBR 15% AND MAX PLASTICITY INDEX OF 15% AND IS
- TO BE PLACED TO FINAL THICKNESS AS DOCUMENTED COMPACTED TO 100% STANDARD MAXIMUM DRY DENSITY IN ACCORDANCE WITH AS1289 U.N.O.
- 14. FILL SHALL BE COMPACTED AND MAINTAINED AT MOISTURE CONTENTS AT PLACEMENT WITHIN THE RANGE OF PLUS 2% TO MINUS 2% OF STANDARD OPTIMUM MOISTURE CONTENT.
- 15. THE MINIMUM FREQUENCY OF TESTING FILL COMPACTION SHALL BE IN ACCORDANCE WITH TABLE 8.1 OF AS3798 FOR TYPE 2 EARTHWORKS.
- ALL EXCAVATED BATTERS AND FILL EMBANKMENTS ARE TO BE INSPECTED AND APPROVED BY THE GEOTECHNICAL ENGINEER.
 REFER ALSO ARCHITECTS, LANDSCAPE ARCHITECTS AND HYDRAULICS ENGINEER FOR ADDITIONAL
- WORKS AND REQUIREMENTS. 18. PRIOR TO COMMENCEMENT OF WORK CONFIRM ALL BULK EXCAVATION LEVELS WITH THE
- ARCHITECT AND CIVIL DRAWINGS.
 19. IT IS THE CONTRACTORS RESPONSIBILITY TO PROTECT THE SITE AND SURROUNDING AREAS FROM DAMAGE RESULTING FROM STORMWATER RUNOFF. TEMPORARY DIVERSION DRAINS AND OR OTHER DRAINAGE CONTROL DEVICES ARE TO BE IMPLEMENTED BY THE CONTRACTOR DURING CONSTRUCTION TO MINIMISE THE EFFECTS OF WEATHER.

						ERGON.
						ENERGY
1	19.2.24	PRELIMINARY	ML	ML		clarke and prince ARCHITECTS
Rev.	Date	Description	Des.	Verif.	Appd.	

CERTIFICATION

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Drawn NB	Date 12.2.24	Client ENERGY QUEENSLAND LIMITED					
Checked ML	Date 12.2.24	Project MOSSMAN DEPOT PROPOSED WORKS	Status	PRELIM	IINARY		
Designed ML	Date 12.2.24	THOMAS & INGLES STREETS, & ADJACENT LEASE AREA	NOT TO BE	USED FOR CO	NSTRUCTION		POSES
Verified	Date		Datum		Scale	Size	4
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Rev.	Date	Description	Des.	Verif.	Appd.







ENQUIRIES:Louise Stayte- Planning OfficerDEPARTMENT:Planning Services Section - 🖀 (07) 4099 9456EMAIL:planning@dsc.qld.gov.au

our Ref: Your Ref:

MCUC 006/06

Ergon Energy Corporation Ltd C/- Peter Robinson Planner PO Box 4751 CAIRNS QLD 4870

19th February 2007

INTEGRATED PLANNING ACT NEGOTIATED DECISION NOTICE

DEVELOPMENT APPLICATION

Applicant's Name :		:	Ergon Energy Corporation Ltd			
Owner's Name :		:	Ergon Energy Corporation Ltd Adelaide Rossi Peer Jannsen & Annamaria D Tamus			
Propo	sal	:	Public Utilities and Facilities (Ergon Depot)			
Appli	cation Number	:	MCUC 006/06			
Site A	ddress	3 9	24-28 Thomas Street & 8-10 Ingles Street, Mossman			
Property Description :		:	Lot 9-11 & Lots 16-18 on RP715930, Parish of Victory, County of Solander			
1.	Decision:		Decision Date: 14 th December 2006			
	Approved subject to	Cond	itions			
2.	Type of Development Approval:					
Material Change of Use		Jse	Development Permit			
			/2.			

ADMINISTRATION CENTRE (ALL DEPARTMENTS)	PHONE (07) 4099 9444 FACSIMILE (07) 4098 2902 INTERNET www.dsc.gld.gov.au	ALL COMMUNICATIONS TO BE ADDRESSED TO:
64-66 FRONT STREET, MOSSMAN		THE CHIEF EXECUTIVE OFFICER
		P.O. BOX 357
LIBRARY 14 MILL ST., MOSSMAN	PHONE (07) 4099 9496 FACSIMILE (07) 4098 3298	MOSSMAN, QLD 4873

3. Referral Agency:

Environmental Protection Agency ECSU PO Box 155 BRISBANE QLD 4002

4. Conditions

Material Change Of Use:

Plan of Development

- 1. The approved development and the conduct of the approved use, the carrying out of any works on the premises and the construction of any buildings on the premises associated with the development must generally be in accordance with:
 - (b) The approved plan of development Drawings No.882 P3 & P4 dated September 2006 prepared by Clarke and Prince Architects attached to this approval;
 - (c) The plans and specifications submitted with the application to Council attached to this approval

Except where such plans and/or specifications are modified by the terms of this approval.

Currency Period

2. This development approval lapses four (4) years after the day that the development approval takes effect, unless the use has substantially commenced or this period is extended under Section 3.5.22 of the *Integrated Planning Act 1997*.

Advertising Signage

Advice

The erection and display of an advertising device(s) and or sign(s) requires a further development permit for operational works (signage). This permit must be obtained prior to the erection of any advertising services or signs on the premises.

Amenity

3. The approved use must not be conducted so as to cause a nuisance or annoyance to persons not associated with the business and so as not to adversely affect any other property.

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Traffic Management

4. The applicant shall provide bollard lighting at the property boundary to indicate access to the car parking area at the time of applying for carrying out building works.

Landscaping

- 5. The applicant shall prepare a detailed landscaping plan for the subject site. This landscaping plan is to be designed in accordance with the requirements of the Planning Scheme and Planning Scheme Policy No.7 Landscaping. This plan shall be submitted to Council for approval prior to the issuing of a Building Approval.
- 6. The landscape areas adjoining the car parking area shall be protected from vehicles by a 150mm high vertical concrete kerb or similar obstruction.
- 7. The landscaping shown on an approved plan shall be completed before the development is occupied and maintained thereafter.

Waste Storage & Discharge

- 8. The waste oil treatment area and washdown bay must be connected to a legal sewer connection so any waste water and/or oil is disposed of to the sewer. An approved waste oil separator must be installed prior to the discharge point to the sewer.
- 9. The vehicle washdown area is to be roofed or a trade waste diversion valve installed, and the balance of the hardstand area graded to prevent ingress of stormwater in to the collection pits shown on the approved plan.
- 10. Waste water and oil generated by the proposed development must be discharged to Council's sewer in accordance with the *Environmental Protection Act 1994*.

Air Conditioning & Service Equipment

11. All service equipment, outdoor lighting and air conditioning equipment must be located so as not to cause a nuisance to the occupants of adjoining units or neighbouring premises. The noise levels shall be maintained in accordance with the requirements of the Environmental Protection Policy - Noise.

Water and Sewerage

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12. No additional external structural loads are permitted to be applied to Council's existing sewer as a consequence of the approved development.

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- 13. The existing 225mm sewer line is to be relocated a minimum of 3metres outside of the proposed building line and relayed to the northern boundary in ductile iron. Refer to Attachment A for preliminary details.
- 14. All necessary fees for the inspection for the sewer relocation works are to be determined at the time of undertaking the works and paid to Council.
- 15. The eastern wall of the proposed building is to have the footings engineered with piers founded below the level of the relocated sewer line.
- 16. The existing water service and meter are to be upgraded so as to meter both the fire and domestic water supply.

Stormwater Drainage

- 17. All stormwater run-off from non-permeable surfaces and roof areas occurring on the site must be collected within the premises and discharged to the legal and practical point of discharge which has been nominated as Thomas Street and Ingles Street.
- 18. The approved use must not:
 - (a) Interfere with the natural flow of stormwater;
 - (b) cause ponding of stormwater on adjoining properties.

Demolition of Existing Buildings

19. All buildings and other structures must be removed in accordance with the requirements of a development permit for building work (demolition).

Environmental Management Plan

20. An Environmental Management Plan (EMP) is to be submitted to Council's Environmental Health section prior to any works being carried out on the site. No works are to be carried out on the site until such time as the applicant has received written approval from Council's Manager Environmental Health that the EMP has been approved.

The EMP must detail:-

- Establish performance criteria and objectives in relation to environmental and social impacts
- prevention, minimisation and mitigation strategies for controlling environmental impacts and preventing nuisance caused from the reconfiguration of the land and construction works. In particular, this plan <u>must</u> address such issues as dust suppression, vegetation clearing and disposal, waste disposal, noise management and stormwater management (to minimise discharges of sediment, wastes and other substances).
- proposed monitoring of the effectiveness of remedial measures against performance criteria

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- details of responsible persons for environmental management
- reporting requirements for meeting performance criteria
- corrective actions to rectify deviations from performance criteria

The EMP must be implemented **before** any works commence on the site and throughout the duration of works on the site.

Contaminated Land

- 21. A soil test, with samples from the area to be excavated, is required to be undertaken to determine if any contaminants are present in soil to be removed from the site.
- 22. Any contaminated soils to be removed from site are to be transferred to an appropriately licensed waste disposal facility.

Amalgamation

23. Lots 9-11 and Lots 16-18 on RP 715930 must be amalgamated into one allotment. The Plan of Survey must be registered with the Department of Natural Resources and Mines prior to the issue of a development permit for building work or commencement of building work.

Footpath Damage Liability

24. All damage occasioned to footpaths and roadways adjacent to the site as a result of or in connection with this development must be repaired by the applicant, at their expense, prior to completion of works associated with the development.

Compliance

- 25. All works required pursuant to the above conditions shall be undertaken and completed in accordance with Council's requirements contained in the Planning Scheme Provisions/Codes.
- 26. Unless otherwise specified in this development permit, the conditions of this permit must be complied with prior to the commencement of the approved use.

Car Parking

27. A car parking area shall be constructed, sealed, drained and line marked in accordance with the approved plan of development and relevant Australian Standards and maintained thereafter.

External Works

28. All vehicle crossovers and access ways are to be constructed in accordance with the FNQROC Development Manual for industrial access. Redundant vehicle crossovers are to be reinstated with kerb and channel.

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- 29. Details and specifications for the above works shall be shown on the plans for building work. The execution of works external to the site and associated with carparking shall be supervised by a Registered Engineer and all work detailed on a Certificate of Supervision for the development.
- 30. Frontage of Thomas Street to be bitumen widened to kerb for the full frontage of the development. This work to include the following:
 - Bitumen widening to kerb of Thomas Street for the full frontage of the site in accordance with the FNQROC Development Manual.
 - Design drawings to be submitted for Operational Works Approval

Headworks

31. The applicant shall pay to the Council headworks contributions for water supply and sewerage in accordance with Council's Local Planning Policy: "Determination of Contributions for Water Supply and Sewerage Headworks and External Works" ("The Policy").

The contribution shall be calculated at the rate per Equivalent Domestic Connection ("EDC") applicable at the time of payment in accordance with the Policy. Headworks are to be paid prior to the issuing of a Development Permit for Building Work.

For information purposes only:

The current numbers of EDC's for the approved use are:

- a) Water supply 2
- b) Sewerage 2

Concurrence Agency Conditions

32. The Environmental Protection Agency (Contaminated Lands Unit) was triggered as a Concurrence Agency for this development. The Agency's conditions of approval are included in Appendix A.

Security Bonds

33. To guarantee the satisfactory completion of the building, site works, landscaping, drainage works and any required works external to the land, and to ensure payment of headworks contribution, the applicant shall lodge with the Council a Cash Bond or Guarantee to the value of \$18 000, such Guarantee shall be lodged prior to the issue of a Development Approval for Building Works on the land in relation to this Development Permit. The Council may call up this Guarantee to complete all or any part of the works mentioned herein in accordance with the conditions of this approval, should the applicant fail to do so prior to issuing of a Development Permit for Building Work.

5. Further Development Approvals Required:

Reconfiguring a Lot Building Permit Operational Works

Development Permit Development Permit Operational Works Permit

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Paul Trotman General Manager – Development & Environment

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Figure 2. Elevations of Proposed Shed

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Southern Regional Office (Brisbane) GPO Box 2771 BRISBANE QLD 4001 Phone: (07) 3225 1827 Fax: (07) 3247 3278 www.cnv.qld.gov.au ABN:87221158786

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Notice of concurrence agency response Sections 3.3.16 and 3.3.18 Integrated Planning Act 1997

This notice is issued by the administering authority pursuant to sections 3.3.16 and 3.3.18 of the Integrated Planning Act 1997, to advise you of a decision or action.						
Enquiries to: Telephone:	Angelina Bismarck (07) 3224 8244 e-mail: angelina bismarck@ana.okt.gov.au					

Your reference: MCUC 08 Our reference: Appl'n: 13	1/06 554 Part 1 File No.: BNE2952	2	
	DOUGLAS SHIRE		Robinson ergy Corporation
, <i>,</i> ,	DOCUMENT 110	G. BO Box 4	751 QLD 4870
Douglas Shire Council PO Box 357	MCLIC ODE 2 2 HOY 201	10	•
MOSSMAN QLD 48	3 LS		
Attention: Ms Louise SI	INFORMATION	•	•

Re: Application (No. MCUC 006/06) for development approval for assessable development to be carried out at 24 - 28 Thomas Street and 8 - 10 ingles Street, Mossman (Lots 9 - 11 & 16 - 18 on RP715930).

Pursuant to the following items of Table 2 Schedule 2 of the Integrated Planning Regulation 1998, the Environmental Protection Agency - Contaminated Land Unit is a concurrence agency for the development application:

п Item 21, Table 2 of Schedule 2 of the Integrated Planning Regulation 1998 ً Item 22, Table 2 of Schedule 2 of the Integrated Planning Regulation 1998

The Environmental Protection Agency - Contaminated Land Unit (EPA-CLU), acting as a concurrence agency under the Integrated Planning Act 1997, provides its response to the application detailed above as attached.

It would be appreciated if Council could provide a signed hard copy of the final development. approval Issued by Council (which includes the Agency's concurrence conditions).

The EPA has not provided a notification to native title parties for this application. The State's Native Title Work Procedures indicate that responsibility for assessment of native title issues for an IDAS application rest with the Assessment Manager. It is recommended that you undertake an assessment using your own guidelines to determine if a native title notification is required for this application.

Should you require any further information please do not hesitate to contact the above officer on the telephone number or e-mail address provided .

sra. Signed

17/11/2006

Date

Delegate of Administering Authority Environmental Protection Act 1994.

Council Application Number: EPA Application Number:

MOUC 006/06 13554 Part 1

Concurrence agency response Sections 3.3.16 and 3.5.18 Integrated Planning Act 1997

Applicant:	Ergon Energy Corporation Ltd	
Council Application Number:	MCUC 006/06	
EPA Application Number:	13554 Part 1	
Date application received by EPA: 24/10/2006		
Relevant Laws and Policies:	Environmental Protection Act 1994	
Jurisdiction:	Chapter 7, Part 8 Environmental Protection Act 1994	

Development Description:

Material Change of Use - Public utilities and facilities

where:

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- the existing use of the land is, or if the land is vacant land with no existing use the most recent use of the land was, for a notifiable activity under the Environmental Protection Act 1994.
- the proposed use of the land is for child care, educational, recreational, residential or similar purposes and the existing use of the land is, or if the land is vacant land with no existing use the most recent use of the land was, for an industrial activity.
- Ø the land is on the Environmental Management Register or Contaminated Land Register under the Environmental Protection Act 1994. the land is wholly or partly within an area for which an Area Management Advice for
- industrial activity or natural mineralisation has been issued and the proposed use of the land is for child care, educational, recreational, residential or similar purposes.
- Ľ the land is wholly or partly in an area for which an Area Management Advice for unexploded ordnance has been issued.
- at the following place(s):

24 - 28 Thomas Street and 8 - 10 Ingles Street, Mossman (Lots 9 - 11 & 16 - 18 on RP715930)

Response to Development Application

The Environmental Protection Agency, acting as a concurrence agency under the Integrated Planning Act 1997, provides its response to the application detailed above.

The concurrence agency response is that

- conditions must attach to any development approval Ø
- any approval must be for part only of the development D
 - any approval must be a preliminary approval only
- there are no concurrence agency requirements
- the application must be refused

Page 2 of 3

Council Application Number:	MCUC 006/06	
EPA Application Number:	13554 Part 1	
		· · · · · · · · · · · · · · · · · · ·

Conditions of the development approval

If during any site earthworks or excavation, offensive or noxious odours and/or evidence of gross contamination not previously detected is observed, site works are to cease in that area and action taken to immediately abate the potential environmental harm. The administering authority is to be notified in writing within two (2) business days of detection and advised of appropriate remedial action.

Additional comments or advice about the application

Any remedial action is to be developed by an appropriate qualified and experienced person in accordance with Section 381 of the EP Act.

Reasons for inclusion of development conditions or refusal

In accordance with section 3.3.18 of the Integrated Planning Act 1997 and section 27B of the Acts Interpretation Act 1954, a concurrence response must include reasons for a refusal or for the inclusion of development conditions.

The Environmental Protection Agency is recognised as a concurrence agency under the Integrated Planning Regulation 1998 for the protection of the environment by the management of contaminated land. The Environmental Protection Agency concurrence agency conditions for this proposed development that are contained within this response are required to prevent or mitigate any potential risk to human health or the environment from possible hazardous contaminants present on the site.

Additional Information for applicants

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This concurrence response pursuant to Chapter 7, Part 8 of the *Environmental Protection Act* 1994 applies only to contaminated land issues and does not remove the need to obtain any further approval for this development which may be required by this or other legislation, State and/or Commonwealth. Applicants are advised to check with all relevant statutory authorities for such approvals as may be required.

~ End of Concurrence Agency Response ~

Page 3 of 3

Building pletsform to be pured and engenerated



1 Site / Roof Plan

ATTACHMENT B

Division 8 – Appeals to court relating to development applications

Appeals by applicants

- **4.1.27.** (1) An applicant for a development application may appeal to the court against any of the following:-
 - (a) the refusal, or the refusal in part, of a development application;
 - (b) a matter stated in a development approval, including any condition applying to the development, and the identification of a code under Section 3.1.6;66
 - (c) the decision to give a preliminary approval when a development permit was applied for;
 - (d) the length of a currency period;
 - (e) a deemed refusal.
 - (2) An appeal under subsection (1)(a) to (d) must be started within twenty (20) business days (the "applicant's appeal period") after the day the decision notice or negotiated decision notice is given to the applicant.
 - (3) An appeal under subsection (1)(e) may be started at any time after the last day a decision on the matter should have been made.

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Division 10 – Making an appeal to court

How appeals to the court are started

- **4.1.39** (1) An appeal is started by lodging written notice of appeal with the registrar of the court.
 - (2) The notice of appeal must state the grounds of the appeal.
 - (3) The person starting the appeal must also comply with the rules of the court applying to the appeal.
 - (4) However, the court may hear and decide an appeal even if the person has not complied with subsection (3).

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