

File Reference: 18/07621
Account No: RN 600449

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3 September 2019

Murrumbidgee Council
PO Box 5
DARLINGTON POINT NSW 2706

Dear Sir/Madam

Re: OFFER OF LICENCE PROPOSED LICENSEE: Murrumbidgee Council

I refer to previous correspondence concerning the grant of a licence. An offer of a licence is now made to authorise the use or occupation of land. The purpose and conditions are set out in the licence offer document herewith and the offer will remain open for a period of 40 days from the date of this letter.

To accept the offer of the licence, the licence document must be signed and witnessed by each party to the application in the spaces provided on the front page (or where the proposed Holder is a corporation, execution under its common seal) and returned (in full) to this office within the period of 40 days, together with payment as set out below. If you fail to respond within that period the offer will lapse.

In considering the terms and conditions set out in the licence offer it is suggested that you should have particular regard to clauses making provision for the purpose, rent, term and revocation. Also, your specific attention is invited to clauses (if any) included in the licence relating to insurance, and any special conditions that may be included at the end of the licence.

Please note that acceptance of the licence offer does not constitute the creation of a licence. The licence is not granted until after receipt of the signed licence offer documents indicating agreement to be bound by the terms, conditions and provisions of the licence and formal execution on behalf of the Minister. The licensee's copy of the licence offer document will be returned for record purposes and compliance with the terms and conditions.

Please be advised that undertaking any activities not authorised by this licence, may result in regulatory action.
PAYMENTS REQUIRED

Initial Market Rent	\$501.00
GST on Rent (\$501.00)	\$50.10

Amount Payable \$551.10

Payment Options;

- * Cheque made payable to Department of Planning, Industry & Environment
- * BPay Biller Code 53108 Reference 130310329
- * Credit Card payment by Visa or Mastercard only. Payment can be made at <https://www.industry.nsw.gov.au/lands/your-account> or 1300 886 235 (option 1, option 1) with reference 130310329 (Please note credit card payments will be subject to a 0.4% surcharge with a maximum limit of \$10,000)

If you have any queries in relation to your application please use the above contact details.

Yours faithfully

A handwritten signature in black ink, appearing to read 'Taylor Burch', enclosed within a faint, light-colored oval border.

Taylor Burch

Department of Planning, Industry & Environment - Crown Lands Business Centre

L I C E N C E**Crown Land Management Act 2016
- Section 2.18**

File Reference

18/07621

Licence Number

RN 600449

MINISTER

The Minister administering the Crown Land Management Act 2016,
(hereinafter referred to as the Minister)

grants to

**LICENSEE
name & address**

MURRUMBIDGEE COUNCIL
35 Jerilderie St
JERILDERIE NSW 2716
(hereinafter referred to as the Holder)

a Licence pursuant to the provisions of Section 2.18 of the Crown Land Management Act 2016 in respect of the land described hereunder in Parts 1 and 2 and subject to the terms and conditions contained in the following pages and Schedule 1, and in any additional Schedules or documents referred to in Schedule 1.

EXECUTION

Dated this _____ day of _____ 20____

THE MINISTER

as delegate of the Minister
administering the Crown Land
Management Act 2016

name and position

THE HOLDER

In consideration of the grant of this Licence I / We agree to be bound by the terms, conditions and provisions of the Licence.

Certified on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: MURRUMBIDGEE COUNCIL

Authority: Section 127 of the Corporation Act 2001

Signature of authorised person: _____

Name of authorised person: _____

Office held: _____

Signature of authorised person: _____

Name of authorised person: _____

Office held: _____

DESCRIPTION OF LANDS

PART 1

Local Govt. Area	MURRUMBIDGEE			
County	BOYD			
Parish	WADDI			
Locality	DARLINGTON POINT			
Status:	Lot	Section	DP	
Crown land located near	7312		DP: 1159328	

PART 2

Plan/diagram: Schedule 3	Area: 635m2
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TEXT DESCRIPTION: Crown Land being bed and bank of Murrumbidgee River (Reserve 56146 for from Sale or Lease Generally notified 11 May 1923 and Reserve 1011268 for Future Public Requirements notified 3 February 2006) adjoining north-eastern boundary of Lot 7312 DP 1159328 as shown by red edge in Schedule 3 Diagram

***** **End of Description of Land** *****

1. Definitions

In this Licence unless the contrary intention appears:

"Act" means the Crown Land Management Act 2016

"Commencement Date" means the date on which this Licence is stated to commence.

"Holder" means the person described as the Holder on the front page of this Licence.

"Improvements" means all buildings structures facilities works and pontoons situated on or in the land or which under the terms of this Licence are to be situated on or in the land.

"Land" means the land specified in Parts 1 and 2 of this Licence under the heading "DESCRIPTION OF LAND" (including any submerged land and waterway) or where the context so admits any part thereof.

"Licence" means this Licence including the Schedules and Annexures hereto.

"Minister" means the Minister referred to on the front page of this Licence as the Minister and where not repugnant to the context includes the Successors of Minister and the servants and agents of the Minister.

"Pontoon" means a floating landing stage.

"Premises" means the Land the Improvements and the Holder's Plant and where the context so permits any part of the foregoing.

"RA" means the Roads Act 1993.

"Rent" means the rent provided for in this Licence.

"Term" means the period commencing on the "Commencement Date" and terminating on the "Termination Date".

"Termination Date" means the date on which the Licence is revoked or ceases to have effect in accordance with the provision of this Licence. (6.002)

2. Plurals and Genders

- (a) Words importing the singular number shall include the plural and vice versa.
- (b) Words importing the masculine gender shall include the feminine or neuter and vice versa.
- (c) Any reference to a person shall be deemed to include a reference to a corporation and vice versa. (6.004)

3. Contra Proferentum

No rules of construction shall apply to the disadvantage of a party on the basis that that party was responsible for the preparation of this Licence or any part of it. (6.005)

4. Headings Plans and Code Numbers

- (a) Headings (and subheadings within clauses) marginal notes the matter appearing in Column 1 of Schedule 1 and the Table of Contents have been inserted for guidance only and shall be deemed not to form any part of the Licence.

- (b) Any plan or diagram attached or annexed to this licence, which purports to depict the land shall be deemed not to form any part of the licence unless that plan or diagram is referred to in PART 2 in the DESCRIPTION OF LAND.
- (c) The code number appearing at the end of each clause of the Licence shall be deemed not to form part of the Licence. (6.006)

5. Clauses and Schedules

References to Clauses Parts and Schedules are references to clauses parts and schedules of this Licence. (6.007)

6. Statutes

- (a) A reference to a statute statutory instrument or ordinance includes amendments to that statute statutory instrument or ordinance whether by subsequent statutes statutory instruments or ordinances or otherwise and any statute statutory instrument or ordinance passed in substitution for the statute statutory instrument or ordinance referred to or incorporating any of its provisions.
- (b) A reference to a statute includes a reference to any regulation made thereunder. (6.008)

7. Joint and Several Covenants

Any covenant or agreement on the part of two or more persons shall be deemed to bind them jointly and severally. (6.009)

8. Severability

Any provision of this Licence which is prohibited or unenforceable in any jurisdiction shall as to such jurisdiction be ineffective to the extent of such prohibition or inability to enforce without invalidating the remaining provisions of such provision in any other jurisdiction. (6.010)

9. Applicable Law

This Licence shall be construed and interpreted in accordance with the law of New South Wales. (6.011)

10. Licence a "Holding" for purposes of the Act

The Holder acknowledges that this Licence is a Holding within the meaning of the Act and the Holder is a Holder within the meaning of the Act and the provisions of the Act relating to holdings and holders apply to this Licence and the Holder. (6.012)

11. Performance of Functions etc

Any power authority duty or function conferred or imposed upon the Minister under this Licence may be exercised or performed by any person authorised by the Minister. (6.013)

12. Authorised Officer

Where under this Licence the Minister is empowered to authorise any person to perform or exercise any power authority duty or function under this Licence such person shall be validly authorised if he is authorised to exercise any power authority duty or function conferred by any Licence granted by the Minister or any Licence of a specified type or any Licence within a specified locality. (6.014)

13. Minister as Public Authority

The Minister and Holder acknowledge that nothing in this Licence can in any way restrict or otherwise affect the Minister's unfettered discretion as to the use of the Minister's statutory powers as a public authority. (6.015)

14. Approval by the Minister

- (a) In any case where pursuant to this Licence the doing or executing of any act matter or thing by the Holder is dependent upon the approval or consent of the Minister such approval or consent shall not be effective unless given in writing and may be given or withheld by the Minister in the Minister's absolute discretion and may be given subject to such conditions as the Minister may determine unless otherwise herein provided.
- (b) The Holder expressly agrees that any failure to comply with a condition imposed by the Minister will constitute a failure by the Holder to comply with a condition of this Licence. (6.016)

15. Opinion of the Minister

Any opinion to be formed by the Minister for the purposes of this Licence may be formed by the Minister on such grounds and material as the Minister determines to be sufficient after consultation if the Minister deems it necessary with any New South Wales Government Department or other public authority Standards Australia or any other body whose objects and functions are relevant. In forming any such opinion the Minister shall be deemed to be exercising merely administrative functions. (6.017)

16. Holder to pay Cost of Work

Whenever the Holder is required in this Licence to do or effect any act matter or thing then the doing of such act matter or thing shall unless this Licence otherwise provides be at the sole risk cost and expense of the Holder. (6.018)

17. Notices

- (a) All notices or communications required to be or which may be given or served by the Minister to or upon the Holder under this Licence or which may be convenient to be given or served in connection with this Licence shall be in writing and shall be sufficiently given or served if left at or sent by ordinary post addressed to the Holder at his address specified in Column 2 of Item 1 of Schedule 1 or at the Premises or at such other place as notified in writing by the Holder to the Minister.
- (b) All notices or communications required to be or which may be given or served by the Holder to or upon the Minister under this Licence or which may be convenient to be given or served in connection with this Licence shall be in writing and shall be sufficiently given or served if signed by the Holder or if the Holder is a corporation by the Secretary of the Holder or the person acting as such for the time being and if left at or sent by ordinary post addressed to the person specified in Column 2 of Item 2 of Schedule 1.
- (c) Any notice or communication given or served by post shall be deemed to have been duly given or served at the time when it would in the ordinary course be delivered. (6.019)

18. Manner of Payment of Rent and Other Moneys

The rent and other moneys payable in accordance with this Licence shall be paid to the Minister at the address specified in Column 2 of Item 3 of Schedule 1 or to such other person or at such other address as the Minister may from time to time direct by notice in writing served on the Holder. (6.020)

19. Time to be of the Essence

The Minister and the Holder expressly agree that where in any provision of this Licence the Holder is given or allowed a specified time within which to undertake or do any act or thing or any power is conferred or any event occurs after the lapsing of a specified time time shall be the essence of the contract in that regard. (6.021)

20. Whole agreement

The conditions covenants and provisions contained in the Licence expressly or by statutory implication and any provision of the Act which apply to this Licence cover and comprise the whole of the agreement between the parties hereto and it is expressly agreed and declared that no further or other covenants or provisions whether in respect of the Premises or otherwise shall be deemed to be implied herein or to arise between the parties hereto by reason of the invitation by the Minister to the Holder to submit a proposal for the redevelopment of the Premises or any document issued by the Minister prior thereto or by reason of the subsequent negotiations between the parties hereto or by reason or any promise representation warranty or undertaking given or made by any party hereto to another on or prior to the execution hereof or during the Term and the existence of any such implication or collateral or other agreement is hereby negated. (6.022)

21. Permitted Use

- (a) This Licence confers on the Holder a right to occupy the Premises for the purpose specified or referred to in Column 2 of Item 4 in Schedule 1.
- (b) The Holder will not use the Premises or allow them to be used for any purpose other than the purpose specified in Column 2 of Item 4 in Schedule 1. (6.023)

22. No Exclusive Possession

The Holder acknowledges that this licence does not confer exclusive Possession of the Premises upon the Holder. (6.023A)

23. Holder not to Commit Nuisance etc

The Holder will not at any time during the Term of this Licence:

- (a) carry on or permit to be carried on at the premises any noxious nuisance or offensive trade business.
- (b) do or permit to be carried on at the premises any act matter or thing which results in nuisance damage or disturbance to the Minister or owners or occupiers of adjoining or neighbouring lands or buildings.
- (c) use the premises for any illegal activity. (6.024)

24. Commencement and Revocation of Licence

- (a) This Licence shall commence on the date specified or referred to in Column 2 of Item 5 of Schedule 1 and shall continue in force until it is revoked in accordance with the provisions of this clause.
- (b) The Minister may in his absolute discretion revoke this Licence at any time by serving on the Holder a notice in writing revoking this Licence.
- (c) A revocation made under this clause shall take effect on the date specified in the notice or where no date is specified in the notice on the date on which the notice is served on the Holder.
- (d) Except as may be expressly provided for in this Licence the Holder acknowledges and agrees that the Holder will not be entitled to any compensation costs or damages in respect of the revocation of this Licence. (6.027)

25. Licence Granted subject to Aboriginal Land Claim

- (a) The Holder is granted this licence subject to a possible Aboriginal Land Claim over this land provided in s36 of the Aboriginal Land Rights Act 1983.
- (b) Notwithstanding any other provision of this Licence, this Licence shall terminate or require alteration in the event that the Minister determines that the land is claimable Crown land or a Court determines that the land is claimable Crown land.

- (c) Except as may be expressly provided for in this Licence the Holder acknowledges and agrees that the Holder will not be entitled to any compensation costs or damages in respect of the termination or alteration of this Licence by operation of this clause. (6.029C)

26. Termination upon grant of Aboriginal Land Agreement

- (a) Despite anything else in this Licence, the Holder agrees to and approves of the transfer of this Licence as it applies to any or all of this Site (which for the purposes of this clause, includes any access routes associated with use of the Site) without any further notice if an Aboriginal Land Agreement (ALA) within the meaning of section 36AA(1) of the Aboriginal Land Rights Act 1983, affecting the Site or part thereof, provides for the transfer of this Licence as it applies to any or all of this Site.
- (b) Except as may be expressly provided for in this Licence, the Holder acknowledges and agrees that the Holder will not be entitled to any compensation, costs or damages in respect of the transfer of this Licence as it applies to any or all of this Site by operation of this clause.
- (c) The Holder agrees that the date of transfer under this clause is the date provided for in the ALA, or if it is not so provided, the date the ALA is entered into.
- (d) The Minister may give notice to the Holder of the transfer of this Licence as it applies to any or all of this Site under this clause but is not required to do so to effect the transfer. (6.029F)

27. Payment of Rent (CPI)

- (a) For the purposes of this clause:

"*Initial Rent*" means the rent specified in Column 2 of Item 11 of Schedule 1.

"*Consumer Price Index number*" has the same meaning given to that term in the Act.

"*CPI Review Date*" means each anniversary date of the Commencement Date.

"*CPI Review Period*" means the period between each CPI Review Date.

"*Due Date*" means each anniversary date of the Commencement Date.

"*Market Rent Review Date*" means the date of the expiration of each period of years as specified in Column 2 of Item 12 of Schedule 1 calculated from the Commencement Date.

"*Market Rent Review Period*" means the period between each Market Rent Review Date.

- (b) The Holder covenants with the Minister that the Holder will during the whole of the Term pay to the Minister in accordance with the provisions of this clause without demand free of exchange and without deduction whatsoever the rent hereinafter provided.
- (c) The Holder will pay to the Minister on the commencement Date the Initial Rent and thereafter shall pay on each Due Date rent in advance adjusted as hereinafter provided.
- (d) (i) On the CPI Review Date the rent shall be adjusted in accordance with the following formula:

$$R = B \times \frac{C}{D}$$

where:

R represents the adjusted rent;

B represents the annual rent payable during the year preceding the CPI Review Date;

- C represents the Consumer Price Index number for the last quarter for which such a number was published before the CPI Review Date; and
- D represents the Consumer Price Index number for the last quarter for which such a number was published before the immediately preceding CPI Review Date (or if there is no immediately preceding CPI Review Date then the Commencement Date).

(ii) Any rent adjusted under this subclause shall be adjusted to the nearest whole dollar.

- (e) In addition to the indexation review provided for in subclause (d) on the first Market Rent Review Date after commencement and thereafter on each Market Rent Review Date the rent may be redetermined by the Minister pursuant to the provisions of Sections 6.5 and 6.7 of the Act.
- (f) A redetermination of rent for the purposes of subclause (e) shall be deemed to have been made on the Market Rent Review Date if it is made at any time within the period of six months before the market Rent Review Date.
- (g) Where the Minister does not redetermine the rent as provided for in subclause (e) he may redetermine the rent pursuant to the provisions of Sections 6.5 and 6.7 of the Act at any time prior to the next Market Rent Review Date and no succeeding Market Rent Review Date shall be postponed by reason of the operation of this subclause.
- (h) Where the Minister does not redetermine the rent on the First Market Rent Review Date or a Market Rent Review Date as provided for in subclause (e) the Holder may by notice in writing served on the Minister require that the Minister redetermine the rent pursuant to the provisions of Sections 6.5 and 6.7 of the Act. Where the Holder requires the Minister to redetermine the rent under this subclause he shall pay on demand the costs of the Minister (or so much of the cost as the Minister may require) in making that determination.
- (i) The Holder may object to a redetermination of rent under Section 6.8 of the Act. A redetermination of rent as provided for in subclauses (e) (g) and (h) shall take effect and be due and payable from the date of issue of the notice of redetermination under Section 6.7 of the Act, even if an objection under that Section 6.8 has been lodged. On the completion of the objection process any necessary adjustments shall be made.
- (j) A redetermination of rent made before its relevant Market Rent Review Date as provided for in subclause (f) shall take effect from the relevant Market Rent Review Date even if an objection under Section 6.8 of the Act has been lodged. On the completion of the objection process any necessary adjustments shall be made.
- (k) The Holder acknowledges that the Minister may make a direction under Section 12.16 of the Act in respect of any rent payable under this Licence. (6.031)

28. Continuing Obligation

The obligation of the Holder to pay the Rent shall be a continuing one during the term of this Licence and shall not abate in whole or in part or be affected by any cause whatsoever. (6.037)

29. Holder to Pay Rates etc

The Holder will when the same become due for payment pay all (or in the first and last year of the term of this Licence the appropriate proportionate part) rates taxes (including Land Tax) assessments duties charges and fees whether municipal local government parliamentary or otherwise which are at any time during the currency of this Licence lawfully charged upon imposed or levied in respect of the Premises or on the Minister or the Holder on account thereof and will if required by the Minister produce to the Minister the receipts for such payments within ten business days after the respective due dates for payment AND in case such rates taxes duties and fees so covenanted to be paid by the Holder are not paid when the same shall become due the Minister may if the Minister thinks fit pay the same and any such sum or sums so paid may be recovered by the Minister as if such sums were rent in arrears. (6.039)

30. Holder to Pay Other Charges

The Holder will pay all other fees charges and impositions which are at any time during the Term payable in respect of the Premises or on account of the use and occupation of the Premises by the Holder. (6.040)

31. Goods and Services Tax

(a) Definitions

In this clause the expressions "GST", "supply", and "taxable supply" have the meanings given to those expressions in the A New Tax System (Goods and Services Tax) Act 1999.

(b) Amounts GST Exclusive

With the exception of any amount payable under this clause, unless otherwise expressly stated all amounts stated to be payable under this Licence are exclusive of GST.

(c) Responsibility for GST

- (i)** Despite any other provision in this Licence, if GST is imposed on any supply made under this Licence, the recipient must pay to the supplier an amount equal to the GST payable on the taxable supply.
- (ii)** The recipient must pay the amount referred to in subclause (c)(i) in addition to and at the time payment for the taxable supply is required to be made under this Licence.

(d) Valuer/Umpire to return GST Exclusive Value

Any valuer or umpire returning a valuation must return a GST exclusive market value for it in any case where the valuation is for the purpose of determining a supply value to which GST is to be added under this Licence. (6.040A)

32. Holder to Pay for Services

The Holder will as and when the same become due for payment pay to the Minister or to any other person or body authorised to supply the same all proper charges for gas electricity water or other services supplied to or consumed in or on the Premises and will also pay all charges in respect of any telephone services connected to the Premises. (6.041)

33. Holder not to Impose Liability on Minister

Subject to any other provision of this Licence the Holder will not without the written consent of the Minister by any act matter or deed or by failure or omission cause or permit to be imposed on the Minister any liability of the Holder under or by virtue of this Licence. (6.042)

34. Holder not to undertake development without consent notwithstanding any other provision of this Licence

The Holder will not undertake any development within the meaning of the Environmental Planning and Assessment Act 1979 contrary to the provisions of that Act or in breach of any restriction condition or prohibition imposed by an Environmental Planning Instrument or condition of a development consent. (6.043)

35. Development Consent

The Holder will not undertake any activity on or within the Premises for which consent is required under the Environmental Planning and Assessment Act 1979 or any Instrument made thereunder without first obtaining such consent and in accordance with any condition or requirement of that consent. (6.044)

36. Compliance with Statutes

- (a) The Holder will comply with the requirements of all statutes regulations or by-laws and requirements of all relevant public and local authorities in so far as they apply in relation to the use and occupation of the premises.
- (b) The Holder will forthwith on being served with a notice by the Minister comply with any notice or direction served on the Minister by a competent authority relating to the destruction of noxious animals or plants or pests or the carrying out of repairs alterations or works on or to the Premises. (6.045)

37. Work Health and Safety

The Holder must comply with the *Work Health and Safety Act 2011* (NSW), the *Work Health and Safety Regulation 2017* (NSW) and all other requirements of any other legislation or statutory authority in this regard whilst on the Crown Land. (6.046)

38. Holder not to deal with Licence or part with possession of Premises

Subject to any other provision of this Licence the Holder will not during the Term of this Licence transfer or create any interest in the Licence or authorise or permit any person to occupy the Premises. (6.047)

39. Revocation on the Request of the Holder

The Holder may at any time by notice served on the Minister request that this Licence be revoked and the Minister if he is satisfied that the Holder has complied with the conditions and provisions of this Licence or the Act will as soon as practicable comply with such a request. (6.051)

40. Interest on Overdue Money

The Holder shall pay interest on any money due and payable under this Licence to the Minister at the rate prescribed from time to time under the provisions of Section 12.12 of the Act and any such interest shall for the purposes of this Licence be deemed to be Rent in arrears. (6.052)

41. Failure to pay money or Undertake Works

- (a) Where under this Licence the Holder is required to pay any money to a third party and neglects to do so for a period of 14 days after the money became due and payable it shall be lawful for but not obligatory upon the Minister (and without prejudice to any rights and powers arising from such default) to pay such money as if it were the Holder and the Holder will reimburse the Minister in respect of any such payments on demand.
- (b) Where under this Licence the Holder is required to do or cause to be done any work or thing and the Holder neglects to do the work or thing for a period of 14 days after that work or thing was due or required to be done it shall be lawful for but not obligatory upon the Minister (and without prejudice to any rights and powers arising from such default) to do or effect such work or thing as if the Minister were the Holder and for that purpose the Minister the Minister's officers agents contractors and workmen may enter upon the whole or any part of the Premises and there remain for the purposes of doing or effecting any such work or thing and the Holder will reimburse the Minister for the cost of the doing or effecting the work or thing on demand. For the purposes of this clause the word cost shall include any sums paid for any insurance indemnities under the laws relating to workers compensation.

- (c) The Holder expressly agrees that any money or cost payable to the Minister under this clause shall constitute a debt owed by the Holder to the Minister and may be recovered by the Minister accordingly.
- (d) Where the Premises has a common boundary with other land owned leased or held by the Holder (hereinafter called the "other land"). The Holder irrevocably grants to the Minister the Minister's officers agents contractors and workmen a licence to enter upon the said other land for the purpose of gaining access to the Premises or for the purpose of undertaking any work or thing authorised permitted or contemplated by this Clause.

In exercising any power conferred by this subclause the Minister the Minister's servants employees and agents will not be liable for any reasonable damage suffered or occasioned to the other land or anything constructed thereon.

- (e) The Holder expressly agrees that the provisions of this clause shall continue after the expiration or sooner determination of this Licence and the Minister may make any payment or effect any work or thing authorised by this clause after the expiration or sooner determination of this Licence as if such expiration or sooner determination had not taken place. (6.053)

42. Indemnity

- (a) For the purposes of this clause the term Minister shall include Her Majesty the Queen Her heirs and Successors the State of New South Wales the Minister and the agents servants employees and contractors of Her Majesty Her Majesty's Heirs and Successors the State of New South Wales and the Minister.
- (b) The Holder agrees that the Holder will indemnify and keep indemnified the Minister from and against all actions suits claims and demands of whatsoever nature and all costs charges and expenses in respect of any accident or injury to any person or property which may arise out of the use of the Premises or the construction or maintenance of works as may be authorised under the Licence notwithstanding that the conditions of this Licence shall in all respects have been observed by the Holder or that any such accident or injury shall arise from any act or thing which he may be authorised or compelled to do hereunder except to the extent that any such claims and demands arise from any negligence or wilful act or omission on the part of the Minister.
- (c) The Holder expressly agrees that the obligations of the Holder under this clause shall continue after the expiration or other determination of this Licence in respect of any act deed matter or thing happening before such expiration or determination except to the extent that any such claims and demands arise from any negligence or wilful act or omission on the part of the Minister. (6.054)

43. Insurance - Public Risk

The Holder will (without in any way limiting the liability of the Holder under any other provision of this Licence) forthwith take out and thereafter during the Term keep current a public risk insurance policy for the amount specified in Column 2 of Item 19 of Schedule 1 for any one claim (or such other reasonable amount as the Minister may from time to time specify in writing to the Holder) whereby the Minister shall during the continuance of this Licence be indemnified against claims and demands of every kind arising from death or bodily injury or damage to property arising out of the Holder's use of the Premises. (6.057)

44. Provisions Re Policies

- (a) The following provisions apply to all policies of insurance required to be effected by the Holder under this Licence:

- (i) Where the Minister serves a notice on the Holder directing the Holder to enter into a policy with an insurer approved by the Minister the policy is to be entered into with an insurer approved by the Minister. The Minister shall specify a list of approved insurers in any notice served under this paragraph. Where the Minister does not serve a notice as provided for in this paragraph policies of insurance shall be entered into with an insurer carrying on business in Australia.
 - (ii) Where a provision of this Licence specifies an amount for which a policy is to be entered into for (or makes provision for such an amount to be specified) then the policy shall be entered into for the amount specified. Where a provision does not specify the amount for which a policy is to be entered into for the policy shall be entered into for an amount sufficient to cover the risks likely to be encountered having regard to the type of activity undertaken on the Premises and the nature of the Premises.
 - (iii) All policies are to contain conditions and exclusions commonly effected in relation to the type of activity undertaken on the Premises and the nature of the Premises provided that the Minister may by notice served on the Holder direct the Holder to enter into a policy containing specified provisions or which does not contain specified provisions or exclusions and the Holder shall use his best endeavours to comply with the direction.
 - (iv) All policies are to be taken out in the names of the Minister and the Holder for their respective rights and interests and in the name of such other parties having an insurable interest as the Minister may require.
 - (v) Duplicate or certified copies of the policies and all renewal certificates and endorsement slips are to be lodged by the Holder with the Minister if required by the Minister.
 - (vi) All premiums payable in respect of policies and renewals of policies are to be paid punctually by the Holder and the receipt for each premium payable in respect of each policy (or other proof of payment to the Minister's satisfaction) is to be produced by the Holder to the Minister at the request of the Minister.
 - (vii) Where the Minister has served a notice on the Holder under paragraph (i) the Holder will use all reasonable endeavours to ensure that the insurer which issues a policy advises the Minister of any failure by the Holder to renew any policy or pay any premium in respect thereof.
 - (viii) The Holder will not at any time during the Term do or bring upon the Premises anything whereby any insurance relating to the Premises against damage by fire and other risks may be rendered void or voidable. If the Holder does or brings anything upon the Premises whereby the premium on the insurance shall be liable to be increased the Holder will obtain insurance cover for the increased risk and pay all additional premiums (if any) required to be paid.
 - (ix) The Holder will use all reasonable endeavours to ensure that full true and particular information is given to the insurer with which the insurances are effected of all matters and things the non-disclosure of which might in any way prejudice or affect any policy of insurance or the payment of all or any moneys thereunder.
- (b) The Minister in his own name or as the attorney of the Holder in the name of the Holder shall be entitled to institute all proceedings against any insurer which issues a policy of insurance required by this Licence to recover from it any amount for loss damage or injury or other money payable under any indemnity in favour of the Minister. The Holder hereby appoints the Minister the attorney of the Holder for the purpose as aforesaid.
 - (c) The Holder expressly agrees that the provisions of subclause (b) continue in force after the Termination Date. (6.065)

45. Construction Of Improvements Permitted With Consent

- (a) For the purposes of this clause "Improvement" means any building structure facility work or pontoon.
- (b) The Holder will not construct effect erect or undertake any Improvements on the Premises other than with the prior consent in writing of the Minister. (6.067)

46. Improvements - No demolition without Consent

- (a) For the purposes of this clause "Improvement" means any building structure facility work or pontoon.
- (b) The Holder will not demolish destroy remove take away or pull down any Improvements on the Premises without the written consent of the Minister. (6.070)

47. Ownership of Improvements the Act

The Holder acknowledges that the provisions of section 7.16 of the Act apply. (6.074)

48. Ownership of Improvements

- (a) For the purposes of this clause "Improvement" means any building structure facility work or pontoon.
- (b) The Holder expressly acknowledges that any Improvement constructed erected effected or undertaken on the Premises during the Term shall forthwith become the property of the Minister and the Holder will not be entitled to any compensation in respect thereof. (6.075)

49. General Requirement to repair

Without prejudice to the specific obligations contained in this Licence the Holder will to the satisfaction of the Minister at all times during the Term keep all Improvements now erected or hereafter to be erected on the Land in good repair and properly maintained in all respects. (6.083)

50. Premises to be kept in clean and tidy condition

The Holder will at all times during the Term keep the Premises in a clean and tidy condition and will (subject to any other provision of this Licence) on the Termination Date leave the Premises in a clean and tidy condition. (6.088)

51. Holder May Repair Improvements

- (a) For the purpose of this clause "Repair" means to replace part of an Improvement with material of a similar type and size but not so as to enlarge or significantly alter the appearance or structure of the Improvement.
- (b) The Holder may from time to time at the Holder's own expense Repair the Improvement.
- (c) The Holder shall not undertake any work upon an Improvement which does not involve the painting of the Improvement or is not a Repair as defined in this clause. (6.088A)

52. Minister's Right to Enter Inspect and Repair

The Minister and the Minister's agents may at all reasonable times upon giving to the Holder reasonable notice (except in the case of emergency when no notice shall be required) enter upon the Premises and view the state of repair thereof and may serve upon the Holder a notice in writing of any defect (the repair of which is the Holder's obligation hereunder) requiring the Holder within fourteen days to repair the same. (6.090)

53. Certain Trees and Vegetation not to be Interfered with

The Holder will not damage harm kill or destroy the trees and vegetation specified in Column 2 of Item 42 of Schedule 1. (6.105)

54. Relics

- (a) Unless authorised to do so by a permit under Section 87 or a consent under Section 90 of the National Parks and Wildlife Act 1974 and subject to observance and compliance with any conditions imposed on the grant of such permit or consent the Holder will not knowingly disturb destroy deface or damage any aboriginal relic or place or other item of archaeological significance within the land and shall take every precaution in drilling excavating or carrying out other operations or works in the Land against any such disturbance destruction defacement or damage.
- (b) If the Holder becomes aware of any aboriginal relic or place or other item of archaeological significance within the Land the Holder will within 24 hours notify the Director General National Parks and Wildlife Service of the existence of such relic place or item.
- (c) The Holder will not continue any operations or works on the Land likely to interfere with or disturb any relic place or item referred to in subclause (b) without the approval of the Director General National Parks and Wildlife Service and the Holder will observe and comply with all reasonable requirements of the Director General in relation to the carrying out of the operations or works. (6.107)

55. Artefacts

All fossils artefacts coins articles of value articles of antiquity structure and other remains or things of geological historical or archaeological interest discovered on or under the surface of the Premises shall as between the Minister and the Holder be deemed to be the absolute property of the Minister and the Holder will as authorised by the Minister watch or examine any excavations and the Holder will take every precaution to prevent such articles or things being removed or damaged and shall immediately upon discovery thereof notify the Minister of such discovery and carry out at the reasonable expense of the Holder the Minister's orders as to the delivery up or disposal of such articles or things. (6.108)

56. Minister not liable to provide Access

The Holder acknowledges that the Minister is not liable to provide access to the Premises over other land held by the Minister or any other land. (6.121)

57. Maintenance of Waterways

The Holder will at all times during the Term ensure that the waterways and submerged land forming the whole or part of the Premises are kept clean and free from debris (whether floating or otherwise) and will do all things necessary to ensure that a free-flowing circulation of water is maintained within the waterways forming part of the Premises. (6.125)

58. Anti-Pollution Measures

The Holder will ensure that satisfactory measures are taken to prevent pollution of the waterway adjoining or forming part of the Premises or its foreshores arising out of the use of the Premises or from vessels moored thereat. (6.129)

59. Holder not to Undertake Dredging or Excavation

The Holder will not dredge dig up or excavate the land (except such excavation as may be necessary to sink any pile or post) without the prior written consent of the Minister. (6.130)

60. Public to have Access to Foreshore

The Holder will allow the public to at all times have access over that part of the Land that is situated below Mean High Water Mark and which is commonly known as the foreshore and any structure constructed on the land shall be constructed so as not to unreasonably obstruct access by the public over such lands. (6.131)

61. Holder to Paint Structure

The Holder will cause any building erected on the Land to be painted with two (2) coats of paint at reasonable intervals no interval to exceed five (5) years. (6.132)

62. Seawalls

The Holder will not cause any damage to any retaining wall or seawall situated on the land. (6.133)

63. Holder to Comply with Maritime Authority of NSW Directions

The Holder will at all times comply with any directions given by the Maritime Authority of NSW in the interests of safe navigation equitable use of and conservation of waterways and the prevention of pollution. (6.134)

64. Holder to Give Notice of Removal of Structures

The Holder will forthwith give notice to the Minister of any removal in whole or in part of any structure authorised by this Licence. (6.135)

65. Holding Number to be Displayed

The Holder will ensure that the Holding Number specified in Column 2 of Item 51 of Schedule 1 in white letters not less than 10 cm high and painted on a black background shall be affixed and kept affixed to the end of the structure referred to in that Item in a prominent position visible from the seaward side. Such sign shall be kept painted so as to be clearly legible throughout the term of the Licence. (6.138)

66. Alterations not to be made without Consent

The Holder will not alter or vary any improvement situated on the said Land (whether in existence at the commencement) or constructed or affected under this Licence without the prior written consent of the Minister. (6.140)

67. Holder not to remove Materials

- (a) The Holder will not mine remove extract dig up or excavate any sand stone gravel clay loam shell or similar substance or permit any other person to undertake any such action without the prior consent in writing of the Minister and subject to such conditions as the Minister may determine.
- (b) Subclause (a) shall not apply to any removal digging up or excavation as may be necessary to construct or undertake any improvement authorised by or under this Licence provided that any such removal digging up or excavation is undertaken in accordance with the requirements of that authority.
- (c) The Minister and the Holder expressly agree that a failure by the Holder to comply with any condition imposed pursuant to subclause (a) shall constitute a failure by the Holder to comply with a provision or covenant of this Licence. (6.194)

68. Minister May Grant Licences to Extract Material

- (a) The Minister may during the Term grant a Licence to any person over the land specified in Column 2 of Item 66 of Schedule 1 to mine remove extract dig up or excavate any sand stone gravel clay loam shell or similar substances.
- (b) Upon the grant of a Licence under this clause the Holder will be entitled to the compensation specified in Column 2 of Item 67 of Schedule 1.
- (c) The Holder agrees that he will not hinder interfere or prevent any person authorised under this clause from entering upon the Premises together with such servants employees agents or contractors and equipment as may be necessary in exercising the rights conferred on him by any Licence authorised to be granted under this clause.
- (d) The Minister may authorise any person (hereinafter called "the Licencee") who is granted a licence in accordance with the provisions of subclause (a) to construct such gates roads bridges and other works as may be necessary and the Holder will not hinder the Licencee in undertaking such work. (6.195)

69. No liability for Failure of Services

The Minister will not be under any liability for any loss injury or damage sustained by the Holder or any other person at any time as a result of or arising in any way out of the failure of the electricity telephones gas or water supply sewerage drainage or any other services or facilities provided by the Minister or enjoyed by the Holder in conjunction with the Premises or this Licence provided that such failure is not due to the wilful act or wilful omission of the Minister. (6.198)

70. Holder to Yield Up

The Holder will forthwith upon the revocation of this Licence peaceably surrender and yield up to the Minister the Premises in good condition reasonable wear and tear excepted together with all conveniences amenities and appurtenances relating thereto clear and free from rubbish and in good and substantial repair order and condition in every case having regard to the age of what is being surrendered or yielded up. (6.199)

71. No Right to Purchase etc

The Holder expressly acknowledges that the grant of this Licence does not confer a right to purchase the land or to the grant of a lease or to the grant of a further licence. (6.200)

72. Special Conditions

The special conditions specified or referred to in Column 2 of Item 71 of Schedule 1 shall be deemed to be conditions and provisions of this Licence. (6.201)

******* End of Licence Clauses *******

Schedule 1

Item	Column 1 (description of variable particulars)	Column 2 (particulars)
1	Holder's Address for service of notices	PO Box 5 DARLINGTON POINT NSW 2706
2	Minister's Address for service of notices	Department of Planning, Industry & Environment - Crown Lands PO Box 2185 DANGAR NSW 2309
3	Address for payment of rent	Department of Planning, Industry & Environment - Crown Lands PO Box 2155 Dangar NSW 2309
4	Purpose for which Premises may be used	Pontoon, Ramp, Rock Armouring
5	Commencement Date	The date specified on page 1 of the Licence being the date of the execution of the Licence.
11	Initial Rent	\$501.00
12	Market Rent Review Period	3 years
19	Insurance - Public Risk	\$20 Million
42	Trees and vegetation to be preserved	All trees & vegetation on the land except noxious plants
51	Holding number	RN 600449
66	Land over which Licence to extract Materials may be granted	Whole
67	Compensation in the event that Licence to extract Material is granted	Nil
71	Special conditions or provisions	Annexed as Schedule 2

***** **End of Schedule 1** *****

Schedule 2

ADDITIONAL TERMS AND CONDITIONS

1. Works to adhere to environmental planning and assessment documentation

All works must be undertaken in accordance with the requirements of the Development Application / Statement of Environmental Effects under Part 4 of the EPA Act 1979, as provided to the Department in consideration of the granting of this tenure.

2. Native Title*

Native title under the *Native Title Act 1993 (Cth)* ("**NTA**") may exist with respect to the Land.

To the extent that the Holder is permitted to do something under this Licence, then the Holder's right to do the activity prevails over any native title rights and interests and the existence of those native title rights do not prevent the Holder from doing the activity.

In such a case, if the act is wholly inconsistent with the continued existence, enjoyment or exercise of the native title rights and interests, that native title continues to exist in its entirety but the rights and interests have no effect in relation to the act.

For some activities under the Licence, you must first obtain the Minister's Consent. In those cases, the Minister may only be able to consent to those acts if that consent can be given in accordance with the *NTA*.

*These notes do not form part of this Licence's terms and conditions.

Schedule 3



Stronger Communities Funding as at 30 September 2019

Stronger Communities Fund		Jerilderie Budget	Expend to date	Coleambally Budget	Expend to date	Darlington Pt Budget	Expend to date	Still to be Expended	
Jerilderie Community Gym	Purchase of gym equipment	43,358.97	43,358.97						
Jerilderie Tennis Club	Construct shed/disabled toilet	45,454.55	45,454.55						Complete
Jerilderie Tennis Club	Re-roof Jerilderie Sports Club building	44,708.69	44,708.69						Complete
Jerilderie CWA	Upgrade toilet facility	18,003.61	18,003.61						Complete
									Works substantially completed. Some minor works to be undertaken
Jerilderie Cricket Club	Install seating, shade & access	21,500.00	17,613.06					3,886.94	
Jerilderie Football Club	Replace boundary fencing & interchange facility	39,674.00	39,674.00						Complete
									On hold as a larger project is under consideration
Jerilderie Pre School	Refurbish indoor areas	44,098.40						44,098.40	
Jerilderie Swimming Club	Upgrade lane ropes & storage box	5,859.73	5,859.73						Complete
Jerilderie Public School P & C	Soft fall rubber in playground	49,280.00	49,280.00						Complete
Jerilderie Arts & Talent Society	Purchase sound equipment & etc	9,868.22	9,868.22						Complete
Jerilderie Tennis Club	Disabled toilet within the Jerilderie Sports Club	27,272.73	27,272.73						Complete
Jerilderie Tennis Club	Upgrade golf green flags & putting cups	1,340.00	1,340.00						Complete
Jerilderie Public School P & C	Development of computer & musical skills	7,946.36	7,946.36						Complete
Jerilderie Men's Shed	Purchase of property	50,000.00	50,000.00						Complete
Jerilderie RSL Sub Branch	2 Honour Boards and glass display cabinet	4,577.27	4,577.27						Complete
St Joseph's Parent's and Friends Inc	Play area soft fall and shade sail	35,374.74	35,374.74						Complete
Sweatbox Community Gym	Purchase gym equipment, rubber flooring etc			30,340.00	30,340.00				Complete
									Works substantially completed. Some minor works to be undertaken
Coleambally Pistol Club	Build a clubhouse, range & water tank			46,538.00	41,463.60			5,074.40	
Coleambally Clay Target Club	Construct new trap houses			45,260.00	45,260.00				Complete
Coleambally Pre School	Install solar panels			7,233.44	7,233.44				Complete
Coleambally Pre School	Resurface floor & install storage shed			11,412.73	11,412.73				Complete
Coleambally Lions Club	Purchase of ride on lawn mower			7,520.00	7,520.00				Complete

Stronger Communities Funding as at 30 September 2019

Stronger Communities Fund		Jerilderie Budget	Expend to date	Coleambally Budget	Expend to date	Darlington Pt Budget	Expend to date	Still to be Expended	
Coleambally Lions Club	Painting of Bucyrus Dragline								
Coleambally Chamber of Commerce	Equipment for community events			4,632.65	4,632.65			Complete	
Coleambally Chamber of Commerce	Quilting workshops			10,116.20	10,116.20			Complete	
Coleambally Chamber of Commerce	Purchase of sewing machines, overlockers & tables			4,250.00	4,250.00			Complete	
Riverina Vintage Machinery Club	Purchase of portable building with disabled access			21,122.73	21,122.73			Complete	
Coleambally Community Club	Installation of playground & outdoor family area			41,000.00	41,000.00			Complete	
Coleambally Central School P & C	Build sandpit & resurface basketball court			45,454.55	45,454.55			Complete	
Coleambally Water Ski Club	Construct new Shade Shelter			50,000.00	50,000.00			Complete	
Coleambally Golf Club Inc	Automatic watering for fairways 3 & 9			0.00					
Coleambally Golf Club Inc	Automatic watering for fairways 1 & 6			44,600.00	44,600.00			Complete	
St Peters Primary School	Replace school quadrangle			25,450.00	25,450.00			Complete	
Coleambally Mens Shed	Construct storage facility			28,172.73	28,172.73			Complete	
Murrumbidgee Experimental Farm	Develop 22ha for farming			44,463.19	44,463.19			Complete	
Coleambally Pre School	Floor resurfacing			45,454.55	45,454.55			Complete	
Coleambally Pre School	Shade sails & shed storage			13,594.55	13,594.55			Complete	
Coleambally Lions Club	Jumping castle & trailer project			12,272.73	12,272.73			Complete	
Coleambally Community Club	Level Bowling Greens.			5,835.00	5,835.00			Complete	
Coleambally Central School P & C	Upgrade Main Bar & Toilet area			21,909.09	21,909.09			Complete	
St Peters Primary School	Outdoor Settings			18,840.00	18,840.00			Complete	
Coleambally Darlington Point Country Education Fund	Multi purpose court			5,000.00	5,000.00			Complete	
Coleambally Motorcycle Club Inc	Oral History Book Production			3,000.00	3,000.00			Complete	
Coleambally Pony Club	Construct club house & install watering system to track			50,000.00	50,000.00			Complete	
Fusion Drop in Centre	Grounds upgrade & revamp			6,642.86	6,642.86			Complete	
St Peters Catholic Church	Coleambally youth development			4,545.45	4,545.45			Complete	
Coleambally Tennis Club	Replacement of chairs			6,363.64	6,363.64			Complete	
	Replacement of synthetic courts			50,000.00	50,000.00			Complete	

Stronger Communities Funding as at 30 September 2019

Stronger Communities Fund		Jerilderie Budget	Expend to date	Coleambally Budget	Expend to date	Darlington Pt Budget	Expend to date	Still to be Expended	
Anglican Parish of Coly/Darlington Point	Install air conditioning to Darlington Point Hall					17,423.59	17,423.59	Complete	
	Construct meeting room & improve stormwater					45,454.55	45,454.55	Complete	
Darlington Point Mens Shed	Addition of BBQ & bench					20,000.00	20,000.00	Complete	
Darlington Point Lions Club						8,547.55	8,547.55	Complete	
Darlington Point Mens Shed	Installation of solar panels					12,659.00	12,659.00	Complete	
Apex Club of Darlington Point	Flag pole installation and fingerling purchase					45,454.55	45,454.55	Complete	
Darlington Point Club Ltd	Bowling green & club grounds irrigation					36,363.64	36,363.64	Complete	
	Workshop for maintenance staff					25,650.00	25,650.00	Complete	
Darlington Point Club Ltd	Machinery storage shed					43,928.00	43,928.00	Complete	
Darlington Point Club Ltd	Classroom board upgrade								
Darlington Point Public School P & C	Classroom board upgrade throughout the school								
		448,317.27	400,331.93	711,024.09	705,949.69	255,480.88	255,480.88	53,059.74	
Community Infrastructure Fund (Major Projects)									
Jerilderie									
Tidy Towns Committee	Solar Lighting Walkway Project	13,167.00	13,167.00					Complete	
Jerilderie Netball Club	Netball Courts Upgrade	204,535.30	204,535.30					Complete	
	Upgrade Hall and Play Equipment	45,363.42	45,363.42					Complete	
Central Coree Hall	Kerbing & sealing of driveway & carpark	41,100.15	41,100.15					Complete	
Balmringa Senior Citizens Units	Installation of playground at Luke Park	76,516.71	76,516.71					Complete	
Tidy Towns Committee	Installation of exercise stations around Lake	53,420.72	53,420.72					Complete	
								Complete	Works substantially completed. Some minor works to be undertaken
Tidy Towns Committee	Installation of additional seating in Luke Park	29,029.00	21,725.04					7,303.96	
Tidy Towns Committee	Purchase of equipment/ride on mower	9,552.13	9,552.13					Complete	
Tidy Towns Committee	Construction of footpath through Luke Park	20,067.53	20,067.53					Complete	
Yamma Management Committee	Yamma Hall Toilet Block Redevelopment	120,000.00						120,000.00	Estimate of costs exceeds available funding

Stronger Communities Funding as at 30 September 2019

Stronger Communities Fund		Jerilderie Budget	Expend to date	Coleambally Budget	Expend to date	Darlington Pt Budget	Expend to date	Still to be Expended	
Water Filtration Plant Replacement Inc	Water Filtration Plant Replacement Independent Living Units	800,000.00	450,000.00					800,000.00	Awaiting results of required funding following Safe & Secure Water grant allocation
Jerilderie Civic Hall	Kitchen Upgrade	182,309.00	113,720.60					0.00	Complete
Jerilderie Town Water Supply	Purchase of water entitlement	686,470.63	686,470.63					68,588.40	Further works to be undertaken
Jerilderie Swimming Pool	Swimming Pool Restoration	443,750.00	-					0.00	100mg/l high security water purchased
Yamma Hall Playground	Playground Upgrade	40,000.00						443,750.00	Tenders called for and expected to be awarded at December Council meeting
Jerilderie Racecourse	Showground Amenities Upgrade	117,785.30	68,786.74					40,000.00	To be determined
Jerilderie Pre School & Long Day Care	Long Day Care Centre	300,000.00						48,998.56	Substantially complete
								300,000.00	Draft plans to be determined
Coleambally									
Coleambally Squash Club	Resurface existing walls			54,057.39	54,057.39				Complete
Coleambally Sports Ground Upgrade	Coleambally Netball Court Upgrade			282,318.57	282,318.57				Complete
Coleambally Sports Ground Upgrade	Coly Sports Precinct Upgrade			600,000.00				600,000.00	Draft plans determined & final drawings expected by November
Streetscape/Masterplan Upgrade	Streetscape Upgrade			1,500,000.00				1,500,000.00	Awaiting further masterplan upgrades
Coleambally Water Treatment	Treatment Works Upgrade			600,000.00				600,000.00	
Bencubbin Avenue	Rehabilitation			750,000.00				750,000.00	Designs currently being undertaken
Coleambally Sports Ground Upgrade	Multipurpose indoor gym/sports centre			500,000.00				500,000.00	Draft plans determined & final drawings expected by November
Coleambally Community Hall	Community Hall Upgrade			565,000.00				565,000.00	Draft plans to be determined
Darlington Point									

Stronger Communities Funding as at 30 September 2019

Stronger Communities Fund		Jerilderie Budget	Expend to date	Coleambally Budget	Expend to date	Darlington Pt Budget	Expend to date	Still to be Expended	
Heritage Darlington Point Anglican Parish of Coleambally & Darlington Point	Purchase & install solar panelling					6,544.41	6,544.41		Complete
Darlington Point Townlife Committee	Upgrade to Op Shop Community Hub					400,000.00		400,000.00	
Darlington Point Townlife Committee	Town information boards & tourism maps					58,000.00		58,000.00	Signs ordered
Darlington Point Townlife Committee	Entrance Signs to Darlington Point					22,000.00		22,000.00	Signs ordered
Apex Boat Ramp	Boat Ramp Installation					750,000.00	56,598.97	693,401.03	DA approved and contractor to confirm commencement date
Lions Park Facilities & Display	Lions Park Facilities Upgrade & Display					582,250.00		582,250.00	Tenders called for and expected to be awarded at December Council meeting
Town Water Treatment	Update Water Treatment Facilities					800,000.00		800,000.00	Awaiting results of required funding following Safe & Secure Water grant allocation
Waddi Community Centre Darlington Point Caravan Park	Demolition/Cultural Garden Management Plan					80,000.00	14,672.73	65,327.27	Agreement signed and works commenced
						350,000.00		350,000.00	
Darlington Point Sports Precinct	Upgrade to Facilities					367,750.00		367,750.00	determined at October meeting with preferred completions date for February 2020
Waddi Community Centre	Stage 1 & 2 Education Arts & Cultural Centre					300,000.00		300,000.00	Agreement signed
Young Street Subdivision	Young Street Subdivision					1,500,000.00		1,500,000.00	Current plans to be redrawn following report from consultants
		3,633,066.89	1,804,425.97	4,851,375.96	336,375.96	5,216,544.41	77,816.11	11,482,369.22	

Stronger Communities Funding as at 30 September 2019

Stronger Communities Fund		Jerilderie Budget	Expend to date	Coleambally Budget	Expend to date	Darlington Pt Budget	Expend to date	Still to be Expended
Announced to date		4,081,384.16	2,204,757.90	5,562,400.05	1,042,325.65	5,472,025.29	333,296.99	11,535,428.96
Expended to date								
Announced projects Unexpended								
Stronger Communities Funding		14,365,000.00						
Interest Received to 30/9/19		708,780.00						
Less expenditure to date		15,073,780.00						
		3,580,380.54						
Balance available/(overexpended)		11,493,399.46						



NSW RFS MIA District

District Ignition Prevention Working Group

Charter



Document Status

<i>Document Version</i>	<i>Release and/ or Approval Date</i>	<i>Created/ Modified by</i>	<i>Section, Page and Topic Revised</i>
1.0	2018	Mark Fullagar	Original Release
1.1	2019	Stephen Kada	MIA District

Disclaimer

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.....
Superintendent Kevin Adams
AFSM
NSW Rural Fire Service

Date:

.....
Chief Insp. John Wadsworth
NSW Police Force

Date:

.....
Superintendent William (Bob)
Sayer
Fire & Rescue NSW

Date:

.....
Robin Mares
National Parks & Wildlife Service

Date:

.....
Phil King
Griffith City Council

Date:

.....
Tony Reneker
Leeton Shire Council

Date:

.....
Barry Heins
Narrandera Shire Council

Date:

.....
Rick Warren
Carrathool Shire Council

Date:

.....
Greg Stewart
Hay Shire Council

Date:

.....
Steve Goodsall
Murrumbidgee Council

Date:

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CHAPTER 1 INTRODUCTION

The aim of this document is to establish a District Ignition Prevention Working Group, (herein called “the group”) as a function of the Bush Fire Management Committee (BFMC).

The group can be included as a component of the regular BFMC meeting or as a Sub Committee of the BFMC that reports back to the BFMC.

The group is dedicated to pro-actively address the prevention of deliberately lit bush fires within the Griffith, Leeton, Narrandera, Murrumbidgee, Hay and Carrathool Local Government Areas, also known as the NSW RFS MIA District.

1.1 Background

In recent years the incidence of deliberately lit bush fires throughout New South Wales has been increasing. These fires have the potential to cause considerable social and economic damage to the community and the environment.

1.2 Objectives/ Deliverables

In response to the (DTZ) Risk Management Plan, the objectives of the Group will be to:

- Develop and implement a District Ignition Prevention Plan (DIPP).
- Establish a method of identifying fire incidents within MIA District and provide this information to the Police for their attention.
- Develop a number of fire prevention strategies designed to address the incidence of deliberately lit bush fires.
- Develop a number of fire prevention strategies designed to reduce the incidence of bush fires.
- Develop a number of fire prevention strategies designed to reduce the incidence of careless and illegal fires by landowners.
- Report all activities and results of the Group to the relevant Bush Fire Management Committee.

These Group objectives will be achieved by the following deliverables:

- Collate and share information regarding the origin and cause of **all** reported bush fires.
- Formal Agreement to investigate **all** bushfires within the area of concern.
- Agencies to ensure **all** bushfire incidents are reported to Police.
- Breaches of the *Rural Fires Act 1997* are reported to Police, Rural Fire Service or Local Government Ordinance Officers (according to the Rural Fire Service/Local Government Service Level Agreement) and if appropriate, prosecuted.
- Each agency is to develop proactive strategies (covert & overt) for the prevention/reduction of deliberately lit fires.

- Coordinate the collection and analysis of origin/cause information in co-operation with all agencies in order that trends can be identified which will then enable suitable strategies to be established.
- Should trends be identified regarding deliberately lit fires, the Group is to formulate area specific plans to gather information and to implement strategies to address these incidents.
- In conjunction with all Agency Community Engagement/Education and Training Programs, promote these programs to firefighters, Police and the public with the view of reducing the incidents of deliberately lit fires.
- Involve the local media outlets to promote the pro-active approach of the Group as a deterrent to deliberate fire lighting.
- Responsibility for identifying joint engagement/educational programs to target specific areas such as Schools, Shopping Centers, recreational users, landowners etc., depending on the location of the fire lighting.
- Provide information and direction to any Police operation relevant to arson detection or prevention in the MIA District.

1. 1.3 Expected Benefits

- Deterrence of arsonists within the MIA District.
- Reduce the number of Illegal Ignitions within the MIA District
- Assist police to identify persons of interest believed to be involved in the illegal lighting of fires.
- Accurately and comprehensively share information between all agencies represented to the NSW Police Force in relation to Fire incidents within the MIA District.
- Increase communication and cooperation between all agencies represented
- Promote a more efficient use of common resources with the MIA District
- Promotion of a positive inter-agency coordinated approach within the community
- Increase recognition and visibility of all agencies represented within the community

2. Schedule of Group activation

The **Group** was inaugurated on 17th April 2019.

The **Group** will report back at each of the BFMC meetings, or as needed determined by operational activity.

CHAPTER 2 SCOPE

2.1. Scope Summary

The formation of this **Group** does not absolve individual parties of their legislative responsibilities or supersede any mutual aid agreement. The purpose of the **Group** is to facilitate information and intelligence sharing between agencies. The **Group** is not designed to mount any field operations, however is designed to feed information into existing agency operations. Information exchanged in this forum is given in good faith and is to be used to meet the objectives of the **Group** to facilitate open exchange. Any information obtained through the **Group** is to be treated as confidential and only relevant to the function of the **Group**.

2.2 Roles and Responsibilities

2.2.1. Roles

The Group will consist of dedicated key personnel representing the following agencies as appropriate:

- NSW Rural Fire Service (NSW RFS)
- Fire & Rescue NSW (FRNSW)
- NSW Police Force (NSWPF)
- National Parks & Wildlife Service (NPWS)
- Forest Corporation
- Local Government (LG)

The NSW RFS representative will be the Chair of the Group and as such will provide a member of the Service to act as Secretariat. Minutes to be provided to all agencies for respective internal agency reporting.

2.2.2. Responsibilities of each Agency

2.2.2.1 Authorised Fire Investigators

- A request for NSW Rural Fire Service AFI/s, Fire & Rescue NSW Investigators or NPWS Investigators to attend a fire scene is to be made according to relevant Service activation procedures for Fire Investigation. (Nothing within this section overrides any obligation upon any agency under their respective legislation and departmental agreements or protocols).
- Authorised Fire Investigators will gather evidence and information in relation to any bush fire in accordance with the guidelines set out in the

Fire Investigation SOP's and according to relevant Service Standards and/or In-orders.

- If a breach of the *Fire Brigades Act 1989*, *Rural Fires Act 1997* or *Crimes Act 1900* relating to the lighting of fires is detected, the agency having control over the fire scene will work in close cooperation with Police to see that evidence with regard to origin and cause is gathered and provided to Police for possible prosecution.
- Fire lighting trends gathered by the Working Party should be focused into local community engagement/education plans to reduce the incidence of deliberately lit fires within the MIA District.

2.2.2.2 NSW RFS and FRNSW

- To be educated on the preservation of bush fire scenes.
- To be made aware of the need to reduce the incidence of deliberately lit bush fires.
- Development of Crew Leader skills to enable objective assessments to be made with respect of origin and cause determination, as well as their responsibilities in completing the necessary fire scene documentation.
- To co-ordinate the mapping of fires to identify trends.
- RFS to collate data and information and report to the relevant Bush Fire Management Committee regarding the activities and results of the Party.

2.2.2.3 NSWPF

- To educate staff on the need to attend bushfires promptly to obtain information from attending fire crews on their observations.
- To provide feedback on prosecutions to the Group.
- To educate firefighters in their role as first responders on information they require to assist in the investigation of bushfires.

2.2.2.4 NPWS

- For staff/firefighters attending bushfires to obtain information from fire crews from other agencies who may already be on scene (RFS, NSWFB) on their observations relating to fire investigation.
- To continue to educate staff/firefighters on information they should collect to assist in the investigation of bushfires and in protecting incident scenes.
- Reporting of fires to NSWPF

2.2.2.5 FOREST CORPORATION

- For staff/firefighters attending bushfires to obtain information from fire crews from other agencies who may already be on scene (RFS, NSWFB) on their observations relating to fire investigation.

- To continue to educate staff/firefighters on information they should collect to assist in the investigation of bushfires and in protecting incident scenes.
- Reporting of fires to NSWPF

2.2.2.6 All Agencies

- Encourage the public to report any vehicles or people seen entering or leaving the scene of a bushfire prior to its ignition.
- Promote an engagement/education program directed towards the community with the view of reducing the incidence of deliberately lit fires.
- Dissemination of educational material informing the public that Regulations governing the illegal lighting of fires through the affected area will be enforced.

CHAPTER 3 REGISTRATION OF REPRESENTATIVES

	<p>Supt. Kevin Adams AFSM</p> <p>.....</p> <p>DTZ Manager MIA District NSW Rural Fire Service</p>
	<p>Sheila Lee</p> <p>.....</p> <p>Senior Ranger Riverina National Parks and Wildlife Service</p>
	<p>Insp. Nick Sneddon</p> <p>.....</p> <p>Crime Manager Murrumbidgee Police District NSW Police Force</p>
	<p>Supt. William (Bob) Sayer</p> <p>.....</p> <p>Zone Manager Fire + Rescue NSW</p>
	<p>Stephen Campbell</p> <p>.....</p> <p>District Manager Forestry Corporation</p>
	<p>Phil King</p> <p>.....</p> <p>Director Infrastructure and Operations Griffith City Council</p>
	<p>Greg Stewart</p> <p>.....</p> <p>Infrastructure Manager Hay Shire Council</p>



Rick Warren

.....
General Manager
Carrathool Shire Council



Krishna Srestha

.....
Manager of Works
Narrandera Shire Council



Tony Reneker

.....
General Manager
Leeton Shire Council



Steve Goodsall

.....
GIS & Assets Officer
Murrumbidgee Council



NSW RURAL FIRE SERVICE

Attachment # 6 – Item # 23

NSW
GOVERNMENT

MIA District BFMC Northern Riverina Fire Weather Area

District Ignition Prevention Plan



.....
Supt. Kevin Adams AFSM
NSW Rural Fire Service
Date:

.....
Chief Insp. John Wadsworth
NSW Police Force
Date:

.....
Supt. William (Bob) Sayer
Fire & Rescue NSW
Date:

.....
Robin Mares
National Parks & Wildlife Service
Date:

.....
Phil King
Griffith City Council
Date:

.....
Tony Reneker
Leeton Shire Council
Date:

.....
Barry Heins
Narrandera Shire Council
Date:

.....
Rick Warren
Carrathool Shire Council
Date:

.....
Greg Stewart
Hay Shire Council
Date:

.....
Steve Goodsall
Murrumbidgee Council
Date:

Document control

Release history

Version	Date	Author	Summary of changes
1.0	17/5/2018	M. Fullagar	Original Release
1.1	04/02/2019	S. Kada	MIA District specific

Purpose

1.1 The purpose of this document is to provide members of the NSW Rural Fire Service (NSW RFS), NSW Police Force (NSWPF), Fire & Rescue NSW (FRNSW), National Parks and Wildlife Service (NPWS) and Forestry Corporation and with strategies to be implemented, to prevent ignitions There are two (2) parts to the plan;

Part 1: On days of specific Fire Danger Ratings.

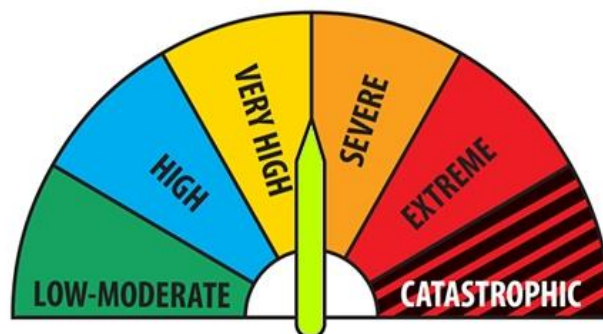
Part 2: Relating to careless and illegal fires by landowners.

1.2 The MIA BFMC will establish a District Ignition Working Group as per the Bushfire Coordinating Committee policy document and BFMC Handbook. The group can be established by either of the following;

- Conducted as a component of the regular BFMC meeting, or
- Sub Committee of the BFMC

1.3 This document should be read in conjunction with the District Ignition Prevention Working Group Charter, the NSW Interagency Fire Investigation Protocol, relevant Bushfire Management Committee Plan of Operations for Co-ordinated Fire Fighting (s52 Operations Plans) and relevant Bushfire Management Committee Bush Fire Risk Management Plans.

Background Information



Fire Danger Ratings

2.1 The Fire Danger Rating (FDR) is the expected fire behaviour on a given day and is determined by the Fire Danger Index (FDI). The Fire Danger Index is a combination of air temperature, relative humidity, wind speed and drought, for both forest and grassland areas.

2.2 During the Bush Fire Danger Period, the Bureau of Meteorology issue FDRs each afternoon for the following 4 days. These ratings are aligned to the 21 Fire Areas across New South Wales.

2.3 At the lower end of the scale, a Low - Moderate FDR means that a fire will not burn, or will burn so slowly that it will be easily controlled. Whereas a Catastrophic FDR means that a fire will burn so fast and hot that it will likely be uncontrollable.

2.4 Whilst a Catastrophic FDR is the worst possible FDR, significant damage and potential loss of life can occur at any level of Fire Danger. However it is more likely at Severe, Extreme and Catastrophic.

2.5 Fire Danger Ratings impacts are further defined below.

Fire Danger Rating	Potential Impact
Catastrophic	<p>Fire can threaten suddenly, without warning and be incredibly hot and windy making it difficult to see, hear and breathe as the fire approaches.</p> <p>People in the path of the fire will almost certainly die, or be injured and significant numbers of homes and businesses destroyed or damaged. Even well prepared and constructed homes will not be safe.</p> <p>Expect power, water and phone networks to fail as severe winds bring down trees, power lines and blow roofs off buildings well ahead of the fire.</p> <p>In the event of a fire, firefighting resources will be stretched to their limit and will not be available to help all properties.</p>
Extreme	<p>Fire can threaten suddenly, without warning and it will be very hot and windy making it difficult to see, hear and breathe as the fire approaches.</p> <p>There is a likelihood that people in the path of the fire will die, be injured and many homes and businesses destroyed or damaged.</p> <p>Only very well prepared, constructed and actively defended homes are likely to offer any degree of safety.</p> <p>Power, water and phone networks are likely to fail as strong winds will bring down trees, power lines and blow roofs off buildings well ahead of the fire.</p> <p>In the event of a fire, firefighting resources will be stretched and are highly unlikely to be available to help all properties.</p>
Severe	<p>Fire can threaten suddenly, without warning and be very hot and windy which will make it increasingly difficult to see, hear and breathe as the fire approaches.</p> <p>There is a chance lives may be lost and people injured and expect that some homes and businesses will be destroyed or damaged.</p> <p>Well prepared, constructed and actively defended homes are likely to offer safety during a fire.</p> <p>Power, water and phone networks may fail.</p> <p>In the event of a fire, firefighting resources are unlikely to be available to help all properties.</p>

Careless and Illegal fires by landowners

3.1 The careless and illegal use of fire in the landscape by some landowners is a major cause of the bushfires responded to by fire agencies throughout New South Wales. This generally equates to over 10% of the total number of NSW Rural Fire Service (NSW RFS) Brigade response compared to suspicious fires which is less than 10%.

3.2 Action taken is aimed at changing the behaviour of landowners and other persons who continue to disregard the laws relating to the use of fire in the landscape.

3.3 The *Rural Fires Act 1997* (RFA) and *Rural Fires Regulations 2013* (RFR) allows for processes to be taken against landowners who are either careless with the use of fire in the landscape or light fires that are offences against the RFA or RFR.

RURAL FIRES ACT 1997 - PENALTY NOTICES

131 Penalty notices

(1) An authorised officer may serve a penalty notice on a person if it appears to the officer that the person has committed an offence against this Act or the regulations, being an offence prescribed by the regulations.

(2) A penalty notice is a notice to the effect that, if the person served does not wish to have the matter determined by a court, the person may pay, within the time and to the person specified in the notice, the penalty prescribed by the regulations for the offence if dealt with under this section.

(3) A penalty notice may be served personally or by post.

(4) If the amount of the penalty prescribed for an alleged offence is paid under this section, no person is liable to any further proceedings for the alleged offence.

(5) Payment under this section is not an admission of liability for the purposes of, and does not affect or prejudice, any civil claim, action or proceeding arising out of, the same occurrence.

(6) The regulations may:

- (a) prescribe an offence for the purposes of this section by specifying the offence by referring to the provision creating the offence, and
- (b) prescribe the amount of penalty for an offence if dealt with under this section, and
- (c) prescribe different amounts of penalty for different offences or classes of offences.

(7) The amount of penalty prescribed under this section for an offence may not exceed the maximum amount of penalty, which could be imposed for the offence by a court.

(8) This section does not limit the operation of any other provision of, or made under, this or any other Act relating to proceedings, which may be taken in respect of offences.

(9) In this section,
"authorised officer" means, in relation to a particular offence, a person belonging to a class of persons specified in the regulations in relation to that offence.

RURAL FIRES REGULATION 2013 - PENALTY NOTICES

48 Penalty notices

(1) For the purposes of section 131 (6) of the Act:

- (a) each offence created by a provision specified in Column 1 of Part 1 or 2 of Schedule 2 is declared to be a penalty notice offence, and
- (b) the prescribed penalty for such an offence is the amount specified in Column 2 of Part 1 or 2 of Schedule 2.

(2) For the purposes of the definition of

"authorised officer" in section 131 (9) of the Act, the following classes of persons are specified in relation to all penalty notice offences:

- (a) police officers,
- (b) persons authorised by a local authority for the purposes of this paragraph,
- (c) persons authorised by the Commissioner for the purposes of this paragraph.

3.4 Penalty Notice offences are listed in Schedule 2 of the *Rural Fires Regulations 2013*.

PART 1

IGNITION PREVENTION DAYS OF SEVERE TO CATASTROPHIC FIRE DANGER

Implementation

4.1 This plan will be implemented when the FDR is Severe, Extreme or Catastrophic in the Northern Riverina Fire Weather area. In the first instance, agencies should implement their agreed activities without consultation.

4.2 In all other Fire Weather areas, consultation will occur between the nominated agencies regarding activation.

4.3 Pre Incident plans determining the details of the strategies for this plan, such as but not limited to areas to be patrolled by agencies, should be developed as part of the pre-season tasking for the BFMC Fire Classification Group and BFMC Police Liaison Officer (District Ignition Prevention Working Group). Such arrangements should take into account the NSW RFS Operational Readiness and Alert Status.

Notifications

5.1 During the Bush Fire Danger Period, the Bureau of Meteorology issue FDRs each afternoon for the following four days. NSW RFS, FRNSW and NPWS receive the FDR as a matter of course from the Bureau of Meteorology.

5.2 Where the FDR indicates a Rating of Severe, Extreme or Catastrophic (including Total Fire Bans) in any of the twenty one Fire Weather Areas across New South Wales, the NSW RFS will ensure nominated agencies receive notification and discussions occur determining ignition high risk areas within the Fire Weather Area.

5.3 Each agency will be responsible for notification within its own agency of the implementation of the plan.

Considerations

6.1 This plan can be implemented in any Fire Weather Area or Local Government Area, regardless of FDR, where it is considered there has been a rapid escalation of arson related activity.

6.2 When implementing this plan, consideration should also be given to deployment of Investigation Liaison Teams and/or Major Incident Fire Investigation Teams as per paragraph 4 of the Interagency Fire Investigation Protocol.

6.3 'High Risk Areas' where strategies are to be implemented, should be identified by the District Ignition Prevention Working Group or Operations Coordination Group of the Bush Fire Management Committee.

References

- State Bush Fire Plan
- District Ignition Prevention Working Group
- Interagency Fire Investigation Protocol 2011-2016
- BFMC Bush Fire Risk Management Plans
- BFMC Plans of Operations
- NSW RFS Community Protection Plans

SEVERE FIRE DANGER RATING AGENCY ACTIVITY LEVELS					
Fire Weather Area	NSW Rural Fire Service	NSW Police Force	Fire & Rescue NSW	National Parks & Wildlife Service	Council
Northern Riverina	S52 Operation Plan Detection Strategies implemented. In areas where there is and identified Arson problem in consultation with NSWPF and FRNSW patrol arson hotspot areas during identified high risk times. Operational Alert Level 1	PD considers increased targeting of known bushfire offenders in area. PD considers proactive patrolling in daily tasking of high risk areas. Investigators should be available for bushfire arson investigation.	In consultation with RFS and NSWPF appliances to patrol known arson hotspots in areas where an arson problem has been identified when returning from incidents. Otherwise Station appliances to remain in Station area and maintain high profile.	Increased vehicle patrols. At the Regional Manager's discretion, parks or sections of park may be closed.	Increased vigilance by mobile staff, reporting of any suspicious activity.

EXTREME FIRE DANGER RATING AGENCY ACTIVITY LEVELS					
Fire Weather Area	NSW Rural Fire Service	NSW Police Force	Fire & Rescue NSW	National Parks & Wildlife Service	Council
Northern Riverina	<p>S52 Operation Plan Detection Strategies implemented.</p> <p>In areas where there is and identified Arson problem in consultation with NSWPF and FRNSW consider patrols of arson hotspot areas during identified high risk times.</p> <p>Operational Alert Level 2</p>	<p>PD considers increased targeting of known bushfire offenders in area.</p> <p>PD considers proactive patrolling in daily tasking of high risk areas.</p> <p>Investigators should be available for bushfire arson investigation.</p> <p>Regions consider additional support to high risk PD's.</p> <p>Region/PD consider requesting aerial support (PolAir) to patrol high risk locations.</p>	<p>In consultation with NSW RFS and NSWPFF appliances to patrol known arson hotspots in areas where an arson problem has been identified when returning from incidents during identified high risk times.</p> <p>Otherwise Station appliances to remain in Station area and maintain high profile.</p>	<p>Increased vehicle patrols.</p> <p>Aerial observation may be initiated in consultation with Branch Duty Officer, NSW RFS and NPWS where arson activity is suspected.</p> <p>At the Regional Manager's discretion, Forests or sections of Forest may be closed</p>	<p>Consider LEMC Activation.</p> <p>Seek availability of any bulk water vehicles.</p> <p>Increased vigilance by mobile staff, reporting of any suspicious activity.</p>
CATASTROPHIC FIRE DANGER RATING AGENCY ACTIVITY LEVELS					
Fire Weather Area	NSW Rural Fire Service	NSW Police Force	Fire & Rescue NSW	National Parks & Wildlife Service	Council
Northern Riverina	<p>S52 Operation Plan Detection Strategies implemented.</p> <p>In areas where there is and identified Arson problem in consultation with NSWPF and FRNSW patrols of arson hotspot areas during identified high risk times.</p> <p>Operational Alert Level 2</p>	<p>PD to proactively target known bushfire arson offenders in area.</p> <p>PD to have dedicated proactive vehicles (solely for bushfire arson prevention) to patrol high risk areas.</p> <p>Region to provide support to High Risk PD's.</p>	<p>In consultation with NSW RFS and NSWPF appliances to patrol known arson hotspots in areas where an arson problem has been identified during identified high risk times.</p>	<p>Increased vehicle patrols.</p> <p>Aerial observation may be initiated in consultation with Branch Duty Officer, NSW RFS and Forestry Corporation NSW if arson activity is suspected.</p>	<p>Activation of LEMC.</p> <p>Manning of any bulk water vehicles.</p> <p>Increased vigilance by mobile staff, reporting of any suspicious activity.</p>

		<p>Consider requesting aerial support (PoAir) for patrolling high risk PD's. (depending on recent operational activity)</p> <p>Additional support to be considered from other resources such as Major Event Incident Group (Public Order Riot Squad)</p> <p>Arson Unit investigative advice and response where appropriate.</p> <p>Highway Patrol & Traffic Command support including Automated Number Plate Recognition.</p> <p>PD Investigators to provide an investigative response to potential bushfire arson incidents.</p>			<p>All parks to be <u>closed</u> by EDPM unless otherwise determined in consultation with the relevant Branch Director or the Regional Manager in the case of Southern Ranges Region only.</p>	
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PART 2

ILLEGAL AND CARELESS FIRES

Implementation

7.1 The strategies of this part will be implemented, in accordance with the provisions of the *Rural Fires Act 1997* and *Rural Fire Regulations 2013*, all year round regardless of Bush Fire Danger Periods or Fire Danger Ratings.

ILLEGAL & CARELESS FIRES AGENCY LEVELS				
Fire Weather Area	NSW Rural Fire Service	NSW Police Force	Fire & Rescue NSW	National Parks & Wildlife Service
Northern Riverina	<p>Legal Process to be undertaken in all instances.</p> <p>Report all Illegal & Careless Fires to NSW Police via PAL or Police attendance.</p> <p>Community engagement strategies implemented in areas where there is an identified problem.</p> <p>Where appropriate and in consultation with Police Joint Community engagement strategies implemented in those areas.</p> <p>In applicable areas report offences under the <i>Protection of the Environment Operations Act 1997 (PEOA)</i> to Local Government or EPA for enforcement.</p>	<p>PD to attend incidents where recidivist offenders are involved.</p> <p>Where requested, enforce provisions of the RFA, RFR and Crimes Act.</p> <p>Where appropriate and in consultation with RFS joint Community engagement strategies implemented in areas where there is an identified problem.</p>	<p>To report any Illegal Careless fires to local NSW RFS District Office.</p>	<p>Follow agency specific procedures including issuing of penalty notices if applicable.</p> <p>Increased vehicle patrols</p> <p>Increased vigilance by mobile staff, reporting of any suspicious activity.</p> <p>Any other support as practicable.</p>



MEETING MINUTES

Meeting: MIA District Bushfire Management Committee (BFMC)

Convened by: Kevin Adams & Chairperson, Ben Dal Broi

Attendees: Kevin Adams RFS, Jason Wall RFS, Stephen Kada RFS, Tahlia Aramini RFS, Ben Dal Broi NSWFF, Rick Warren (CSC), Robina Mares (NPWS), Chris Lashbrook (LSC), Stephen Goodsall (MSC), Peter Bisset (Lands), Marc Jenkinsen (John Holland), Phil King (GCC), Tim Langley (RFS), Tony Reneker (LSC), Kim Traynor (Police)

Location: MIA District Fire Control Centre 200 Wakaden St Griffith NSW 2680

Date and time: Wednesday 11th September 2019 1110hrs

Apologies: Peter Laird (CSC), Bec Byrne (Former-Lands)

Minutes by: Tahlia Aramini

Minutes

1. Ben Dal Broi **welcomed** all to the meeting and thanked them for their attendance.
2. **Apologies** were accepted as above.
3. **Previous minutes** were read and accepted.
Moved: Peter Bisset
Seconded: Ben Dal Broi
4. Nil **business arising**.
5. **Correspondence** as per below.

Outgoing

Date	To	Subject	File
20/05/2019	BFMC Members	Meeting Minutes 17/04/2019	R18/1469
20/04/2019	RFS Bushfire Grants	Returned rankings of grants for Bushfire risk Mitigation funding applications.	R18/1469
28/06/2019	RFS Simon May	Follow up on FT funding Whitton Stock Route.	R18/1001
22/07/2019	BFMC Members	Working draft of FAFT plan (incorrect email group) resent to correct group	Email
22/08/2019	BFMC Members	Meeting Agenda 11/09/2019 included reminder of BFMC obligations	R19/1192
28/08/2019	BFMC members	Draft FAFT plan, schedule of trails, Map book, Treatment register	Email

Incoming:

Date	From	Subject	File
06/05/2019	RFS Simon May	Fire Trail Funding- FAFT plans & Treatment Registers	G: region South/FA FT/ MIA
20/05/2019	RFS Patrick Schell	Reminder Brigade funding (priority Approvals) will close 21/05/2019	Email
25/06/2019	RFS Ken Hall	Fire Trail Update, We need to get them to the BFCC for approval	Email
02/08/2019	RFS Nick Turner	BFMC Pre-season Checklists due date	R19/1192
12/08/2019	RFS Paul Cook	NSP inspection paperwork – Annual checks due by end October	Email
06/09/2019	MC Stephen Goodsall	Murrumbidgee Council HZ works	R19/1192
10/09/2019	NPWS Robin Mares	West Branch NPWS BFMC Reporting	R19/1192

6. Bushfire Danger Period

Will begin for the MIA District on 1st October 2019. Permits will be required for burning and no timber will be allowed to be burnt.

7. Seasonal Weather Outlook

Attached. The east coast is seeing above average fire danger as is evident with the current fire situation. Although the risk in the MIA is not severe we mustn't be complacent. Scenic Hill in Griffith and the Pine Forests are still areas of concern. Robin Mares also mentioned that there is a lot of ground cover in the river country due to drought stress. Jason Wall will send the Grass Land Fuel Reporting portal link to Robin.

8. MIA Operations Coordination Plan

The plan has been updated. Changes were accepted.
The committee moved to adopt the plan;
Moved: Robin Mares
Seconded: Peter Bisset

9. MIA Bush Fire Risk Management Plan

The draft MIA District BFRMP is still at the Bush Fire Coordinating Committee (BFCC) level. The process has been delayed due to the amalgamation of Jerilderie & Murrumbidgee local government areas and the plan has not yet been approved by the BFCC.

10. Bush Fire Hazard Reduction

Discussions are progressing locally in regards to undertaking traditional indigenous burning (cool, slow burning). If you have any hazard reduction works requests, please send them through to Stephen Kada for processing.

Reports were received from National Parks & Murrumbidgee Council prior to the meeting and will be included with the minutes.

Marc Jenkinsen reported that John Holland Rail are going through their yards at the moment, slashing will progress over the next few weeks as well as some spraying.

Rick Warren of Carrathool Shire reported that the usual mechanical hazard reduction works will be progressing throughout the shire.

Tony Reneker reported the usual slashing and spraying is occurring around Leeton Shire.

Peter Bisset reported the same programs will continue for Lands, with the Hay Hospital asset protection zone continuing although not really required.

Nil reports received from other agencies. A reminder to all in future to submit written reports prior to the meeting.

11. Neighbourhood Safer Places (NSP's)

All NSP's have been inspected and all corrective works have been implemented.

12. Community Protection Plans (CPP's)

The Maude and Rankins Springs CPPs are continuing to be developed in consultation with the Customer Service Centre staff. The Rankins Springs CPP is almost complete. Some work is still required before the Maude CPP can be finalised.

13. Fire Trails

A workshop identified locations of strategic networks of access routes and fire trails. A draft plan, map and list was presented to the group and will be distributed as soon as possible. All of these documents then contribute to the treatment register, prioritising works.

Over 500 fire trails were identified in the MIA. Although this is initially a 5 year plan, it is able to be amended and added to at any time. It will remain a continuous project.

Jason Wall mentioned that Carrathool volunteers are particularly concerned with the growth in an area from the western side of the Kidman Way near Wallanthery up to Matakana. It was discussed as being under a combination of land managers. Robin Mares will notify the relevant persons in NPWS as it is not in his area. RFS will likely have to talk to Carrathool Shire and Forestry as well. The area will be inspected by RFS in the first instance.

The fire trail list identifies the fire trail name, classification, trail condition, whether it is existing or new, and who the land manager is. It was queried what is meant by "Crown lands vested in council". Tony Reneker explained that usually this means the land is managed by council. The land manager is responsible for the fire trail - not the land owner.

Motion to approve the FAFT Plan;

Moved: Robin Mares Seconded: Ben DalBroi

FAFT Plan requires BFMC Executive Officer & Chairpersons signatures.

14. General Business

A draft District ignition prevention plan was sent out with no responses received. Stephen Kada has the approval page which requires signature from some agencies. He will follow up with those present after the meeting.

Insp Nick Seddon has relocated and no longer looks after the MIA area.

The committee moved that the MIA BFMC Executive Officer write to the BFCC regarding those agencies/committee members who do not submit reports or attend meetings.

Moved: Kim Traynor

Seconder: Tim Langley

Funding was received to complete maintenance works on the Whitton Stock Route (Carrathool Shire). Although this won't cost council initially, they will be required to maintain it into future. Rick Warren will liaise with appropriate persons regarding this.

The district ignition prevention plan was established due to arson activity in the area last year. Meetings will only be held with relevant persons as they are required. Insp Kim Traynor mentioned that although there was some good information passed between RFS & Police, some lines of communication were not adequate and the process should be formalised. It was suggested that an email address be used for all communication between the two agencies. Kim Traynor will pass this email address on to Tahlia Aramini.

NSW Police – New senior representatives:

- District Commander; Superintendent Craig Ireland
- Inspector Adrian Matthews
Responsible for Bland, Carrathool, Hay & Murrumbidgee LGA's
- Inspector Justin Cornes
Responsible for Leeton & Narrandera LGA's
- Chief Inspector John Wadsworth
Responsible for Griffith LGA

Next Meeting: 1st April 2020 11:00am

Meeting Closed: 1149hrs

Table 1: Action items

Ref.	Item description	Owner	Due date	Status
September 2019 - 1	Write to the BFCC regarding agencies/members who do not report/attend meetings	BFMC EO (Kevin Adams)	April 2020	In progress

Table 2: Documents referred to in the meeting

Document title	Author	Version	Date
HR Reports from NPWS and Murrumbidgee Council	NPWS and Murrumbidgee Council	1	September 2019
Seasonal Outlook			

Table 3: Next meeting

Date	Start time	Finish time	Location
1 April 2020	11:00am	12:00pm	200 Wakaden St, Griffith NSW 2680

MINUTES OF THE MURRUMBIDGEE COUNCIL LOCAL EMERGENCY
MANAGEMENT COMMITTEE MEETING HELD TUESDAY, 8TH OCTOBER, 2019
AT THE COLEAMBALLY COMMUNITY HALL

Present:

Kevin Adams	Rural Fire Service
John Scarce	Murrumbidgee Council
Ruth McRae	Murrumbidgee Council
Robert Black	Murrumbidgee Council
William Wade	Murrumbidgee Council
Stephen Goodsall	Murrumbidgee Council
Scott Fullerton	NSWPF REMO
Stuart Watson	Murray LLS
Peter Beal	Riverina LLS
Kevin Kelly	Coleambally Irrigation
Chris Palaitis	NSW Ambulance
Kris Mann	NSW Ambulance
Alex Fox	NSW Ambulance
Geoff Guymer	Coleambally VRA
Chris Stewart	Signal Energy
Rod McMillan	Signal Energy
David Hennessy	Canadian Solar

Apologies

Dennis Carter
Daryl Manson
Lloyd Stimson

Confirmation of Minutes of Previous Meeting

The Minutes of the meeting held on 2nd July, 2019 were read and confirmed. Moved Ruth McRae and Seconded by William Wade.

Business Arising from Minutes

Ruth McRae advised that two immediate maintenance runs were undertaken on Hardy Road, Coleambally. This road is being considered for work and this will be undertaken in Council's roads program.

Murrumbidgee Council LEM Plan – Comments and discussion

Scott Fullerton advised that the contact details require updating and the plan should then be recirculated.

Contact details also required for Signal Energy for contacts in the event of emergencies

- Chris Stewart SEQ Manager, chris.stewart@signalenergy.com, Ph 0448 611785
- David Hennessy, Canadian Solar, david.hennessy@canadiansolar.com, Ph 0437 920575

Agency Reports

Murrumbidgee Council

- Training undertaken
- Emergency Management Plan up to be updated
- Slashing of APZ's undertaken

NSW Ambulance

- High staff turnovers
- Contact details will be updated when known
- Jerilderie Ambulance officer should be added to circulation group

Rural Fire Service

- Murrumbidgee Council still in 2 separate fire regions
- Fire Season commenced 1st October, 2019, with a large fuel load and high risk due to dry grass

Murray LLS

- Fire pre-season get together to be held on 24th October, 2019
- Stock being kept out on Stock Routes to reduce fuel load
- 500 cattle currently out on roads, with destination only permits. Low numbers due to dry conditions and concerns about ground cover.

REMO Report

- Comprehensive report presented by Scott Fullerton (copy attached).
- Cross Border Functional area exercise attended by 150 people on 25th July
- Buckingbong rescue exercise attended by 60-79 people on 6th/7th September

Coleambally Irrigation

- slashing underway
- timber burnt prior to 1st October
- Main Canal and Sturt Highway acting as fire breaks
- Only a quarter of Coleambally channels will be filled this season and drains will be empty.
- Stock water runs for station dams, will be undertaken, one section at a time.
- No dams available along the River, with exception of Altina.

Coleambally VRA

- Nothing to report

Police

None in attendance

General Business

*Alex Fox - Coleambally Ambulance Station

The rural addressing house numbers need updating as many are faded and unable to be read at night.

***Coleambally Solar Farm**

Grounds are ready for fire season, Kevin Adams organizing assessment.

Local firefighters not skilled in fighting transformer fires. Farm is responsible for its own fire services.

Fire locks will be on gates.

One incident already attended by Coleambally Brigade for an explosion.

A copy of Solar Farm newsletter to be circulated.

***Scott Fullerton** - Dry firefighting techniques will need to be utilized more, due to limited access to water

-For an catastrophic and extreme weather event days or hours, forecast for the South of our Council area the Deniliquin EOC will be operational for an event and in the North the Griffith EOC will be operational, in short which ever Fire Control Centre either Deniliquin or Griffith the EOC will be next door. Council staff must attend Briefing on Section 44 Fire Forecast days. Contact numbers must be kept up to date at all times. Section 44 events if declared will be organized from Deniliquin if the incident is in the Mid-Murray Zone or Griffith if in the MIA Zone.

-LLS to keep drovers in-situ and know location of the mobs, keeping near dams if possible.

Presentation – Signal Energy

***Situating** 10km south of Darlington Point near Tubbo. 330 megawatt DC Farm, comprising 826,000 panels

*** 40,000 man hours** to date.

***300 people** on site, with no significant injuries in the past 6 months.

***34km** of internal roads.

***APZ** complete.

***Joint project**, with Signal Energy undertaking construction and Canadian Solar undertaking running of the plant.

*** 22,500 litres** tank for fire fighting with training already undertaken.

***Site** remotely monitored, can be shut down locally or from Sydney.

***Canadian Solar** representatives will attend the next meeting.

***Project** to be completed in July 2020. Commissioning in December 2019 and Stage 1 online January 2020.

***Kevin Kelly** questioned grazing management and water availability for stock. Trialling grazing and mowing on site. With water points on the farm provided by windmills and troughs.

***Flood levels** for a 1-100 year flood event have been taken into account. Kevin Kelly suggested that details should be checked for flood water drain off and that 2012 levels should be investigated.

***During peak construction** will employ 500 people and is the largest to date in N.S.W.

***First Aid** and snake bite kits in every piece of machinery.

***All weather** access road provided for emergency services.

***Site** visits welcome.

***Scott Fullerton** advised that training of Darlington Point RFS members should be undertaken for sub-station fires.

***Canadian Energy** provide gift to community when job wrapped up. In other communities this has been solar systems for local pool, wheelchair ramps or funding for community.

***Local employment** is first priority, second priority is backpackers bussed in from other areas and third priority is FIFO employees.

***Canadian Solar** to make presentation to next meeting.

Meeting Closed at 11.05 am.

Next meeting – 12th February, 2020 at Coleambally Community Hall.

Please note Agency reports required a fortnight prior to 12th February for distribution with Minutes of previous meeting and Notice of Meeting.

Attachments:

REMO Report

MID Murray Zone Report

MIA District Report

**Catchment Simulation Solutions**

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Darlington Point Floodplain Risk Management Study and Plan - Inception Meeting Minutes

Date	Wednesday 16 th of October 2019
Time	11:00 AM – 1:00 PM
Location	Darlington Point Council Chambers
Attendees	Tim Morrison (Catchment Simulation Solutions) (TM) Tomas Steele (Catchment Simulation Solutions) (TS) Peter McGaffin (Public Works Advisory) (PM) Steve Manwaring (DPIE) (SM) Stephen Goodsall (Murrumbidgee Council) (SG) Kelly Tyson (Murrumbidgee Council) (KT)
Apologies	William Wade (Murrumbidgee Council) (WW) Gavin Gilbert (Murrumbidgee council) (GG) Robert Curphey (Murrumbidgee Council) (RC) Phillip Wells (Murrumbidgee Council) (PW)


Agenda Topics Discussed:

Topic	Action
 Overview of the Floodplain Management Program	
<ul style="list-style-type: none">PM: Meeting to discuss the previous flood study completed by BMT and introduce Catchment Simulation Solutions (CSS) to the study.SM: Also to discuss the flood risks post levee construction. Primarily north of the river and for isolated properties in the floodplain.	
 Discussion on community consultation materials	
<ul style="list-style-type: none">TM – proposed the questionnaire mail out and the media release on council website and community newsletters. CSS prepares and sends to Council, Public works and OEH for approval. Discussion with Council concerning the formatting.TM – Timeframe set for initial material to be provided next week and with the mailout/proposed community consultation to start in a month.	CSS prepare text for Media Release, Questionnaire and submit to Council, Public Works and OEH CSS to liaise with Anne Lyons with respect to

	formatting and distribution of community consultation material
<ul style="list-style-type: none"> Discussion over the need for a website. KT – we should use all avenues to get feedback. Resolved to create the website and have a link in the media releases, mail out and on council website. 	
<ul style="list-style-type: none"> SM PM – SES has experience with community consultation in the community. Suggested initiating contact with SES to discuss community consultation as well as desired SES outputs from the FRMSP. 	Peter McGaffin to contact Ian Leckie (NSW SES) to determine if he is appropriate to consult regarding previous community consultation undertaken, if so CSS to follow up
<ul style="list-style-type: none"> TM – Suggest for the face to face component of the community consultation to be at a local location for drop in with community members who wish to voice any thoughts, rather than a formal structured meeting. All present agreed. K – Suggested combining the proposed session with drop in sessions with other community consultation drop in sessions. Allows a wider net of input and could attract more interest. 	CSS to liaise with Kelly Tyson to determine whether public drop in session can align with proposed planning community consultation
💧 Discussion on data requirements	
<ul style="list-style-type: none"> TM – CSS may require some more council data files (e.g. cadastre). SG – that should be fine. PM – Levee is almost done and will prioritise sending the updated as constructed levee survey. 	<p>CSS to provide Steve Goodsall with a list of data requirements (e.g. cadastre, zoning, infrastructure)</p> <p>Peter McGaffin to provide CSS with as constructed survey for the levee ASAP</p>
<ul style="list-style-type: none"> SM – I can provide the Narrandera flood model if of any benefit for this FRMSP. TM felt not at this stage but will keep in mind during model review (for upstream boundaries) 	
<ul style="list-style-type: none"> SM – 1% AEP needed to recalculate the levee freeboard. CSS will conduct the freeboard assessment. Values of 0.90m and 	

0.75m have been approved in other Murrumbidgee towns. Would show concern if the freeboard assessment came out at 0.50m. TM agreed	
<ul style="list-style-type: none"> TM – Concerning model updates. Propose extending the model extent to prevent the ‘glass walls’ or locations where inundation is artificially constrained by the model extents. Use 5m DEM. SM agreed CSS can proceed with the proposed changes during the model review. 	CSS to extend the model to eliminate glass walls, particularly southwards using the 5 m DEM available to cover Kidman Way flooding south of the town
 Summary of the flood study and known issues	
<ul style="list-style-type: none"> SM – Jerilderie FS and FRMP adopted a 0.3m freeboard above the 1% AEP in the LEP. Darlington Point FRMP is under the same LGA and CSS may have to take this previous recommendation into account when developing DCP / LEP clauses. SM – wouldn’t support anything but riverine 1%AEP + 0.5m for DP. Inside the levee up to debate. SM - suggests 0.3m above overland flow. 	Steve Manwaring to provide CSS with the Jerilderie FS and FRMP reports
<ul style="list-style-type: none"> SM and TM – CSS to undertake a review of the previous flood study and provide any proposed updates for review. TM – Suggested some updates to the model to bring upto ARR2019 requirements as well as a more refined subcatchment delineation. 	CSS to undertake model review and provide a progress report
<ul style="list-style-type: none"> TM – Asked whether the flood study came across any particular community concerns. SM and PM – most of the concern was with the levee realignment at the time and the concern it would increase flood levels for properties along Hays Rd. Additional modelling undertaken to show there was insignificant increases (up to 1mm). 	
<ul style="list-style-type: none"> SM – During the flood study the calibration involved lowering/raising a road contrary to the DEM. See the report for full details. SM SG– Culverts along Kidman way have been updated since the model was produced. 	
<ul style="list-style-type: none"> SM – Spillway option for the levee first approached in the flood study. Downstream end was too far down the flood slope. The proposed location was further US but SM still has some concerns water could sweep dangerously through the town during a levee overtopping. 	

<ul style="list-style-type: none"> SM – suggests CSS look at the option of not including a spillway, as well as potential spillway location(s). As part of this would need a breach assessment and solid justification to not include a spillway. TM – Suggest we cover the spillway as a management option during the FRMSP 	
<ul style="list-style-type: none"> Council staff to provide an overview of floodplain including any known flooding issues/problem areas 	
<ul style="list-style-type: none"> SM – There is a local wildlife park within the floodplain without an evacuation plan for the animals within. TM PM – As part of the project should open discussion with the owners and get them involved in the community consultation. KT – Working with the wildlife park on another matter and can begin the necessary discussions. 	Kelly Tyson to begin discussions with Altina Wildlife Park regarding their flood emergency response and invite them to attend FRMC meetings
<ul style="list-style-type: none"> SM – its is known the roads into Darlington Point will be cut in a 1%AEP. Something to keep in mind when providing suggestions for emergency response, evacuation and trigger levels. 	
<ul style="list-style-type: none"> CSS to present project program 	
<ul style="list-style-type: none"> TM – noted that with the later inception meeting and proposed community consultation that the project has been pushed back two weeks. The next progress report might reflect that, but CSS should be able to make up time in following reports. TM – Project end is aimed for Mid September 2020. 	
<ul style="list-style-type: none"> Discussion on survey requirements (floor levels, optional additional LiDAR, Levee) 	
<ul style="list-style-type: none"> SM – getting floor level surveys for properties north of the river is important as it will help advise the benefits of an additional levee vs other FRMSP options such as house raising and voluntary house purchase. TM – CSS will see about getting some quotes. 	CSS to obtain formal quotes for floor level survey of North Darlington Pt properties
<ul style="list-style-type: none"> TM – CSS noticed some locally implemented levees/earthworks have been put up by individual properties. Suggested that CSS not include them in the model updates and to not get them surveyed as we have to assume they would fail to be conservative in our results. SM agreed. 	
<ul style="list-style-type: none"> Q&A regarding any components of the methodology proposed by CSS 	
<ul style="list-style-type: none"> KT – Asked whether any suggested updates to the LEP and DCP would be provided in the FRMSP. TM – Confirmed it is part of the standard CSS FRMSP approach to provide suggested LEP 	

and DCP updates. KT – Highlighted that CSS will have to keep in mind that the suggestions proposed suit the entire council area and align with previous studies.	
 Other items of discussion:	
<ul style="list-style-type: none"> Flood Committee: Propose having a flood committee comprising of 3 voting council members and 3 community representatives. The flood committee could vote and review such proposed options as the spillway. Community representatives suggested that a member of north, south and within the Darlington point levee would be representative. 	Murrumbidgee Council to advertise for membership in the FRMC with a focus on one member representing North Darlington Pt, one member representing the southern properties beyond the levee and one member from within town
<ul style="list-style-type: none"> Future Meetings: With the Christmas break, SM on leave until late February and minimize CSS travel time. Aiming to have consecutive FRMC Meeting and community consultation in early December. 	All Aim to undertake a consecutive FRMC Meeting (options identification workshop) and the community consultation drop in session in early December