



SNOWY MONARO
REGIONAL COUNCIL

BUSINESS PAPER

**Administrator Delegations Meeting
20 September 2016**

CONFLICTS OF INTEREST

A conflict of interest arises when the Administrator or Council staff are influenced, or are seen to be influenced, in carrying out their duties by personal interests. Conflicts of interest can be pecuniary or non-pecuniary in nature.

A pecuniary interest is an interest that a person has in a matter because of a reasonable likelihood or expectation of a financial gain or loss.

A non-pecuniary interest can arise as a result of a private or personal interest, which does not relate to money. Examples include friendship, membership of an association or involvement or interest in an activity.

The Administrator or staff member who considers they may have a conflict of interest should read Council Policy.

The responsibility of determining whether or not the Administrator or Council employee has a pecuniary or non-pecuniary interest in a matter, is the responsibility of that individual. It is not the role of the Administrator or General Manager, or another Council employee to determine whether or not a person may have a conflict of interest.

Should you be unsure as to whether or not you have a conflict of interest you should err on the side of caution and either declare a conflict of interest or, you should seek the advice of the Director General of Local Government.

The contact number for the Director General of Local Government is 4428 4100.

COUNCIL CODE OF CONDUCT

The Council Code of Conduct is a requirement of Section 440 of the Local Government Act 1993, which requires all councils to have a code of conduct to be observed by the Administrator, members of staff and delegates of the Council attending a Council meeting or a meeting of a committee of Council.

The code of conduct sets out the responsibilities of the Administrator and Council employees attending a Council meeting or a meeting of a committee of Council. The code also sets out how complaints against a Council employee, the Administrator or General Manager are to be made.

COUNCIL CODE OF MEETING PRACTICE

The Council Code of Meeting Practice is a requirement of Section 360(3) of the Local Government Act 1993, which requires all councils to have a code of meeting practice. The code of meeting practice is to be observed by the Administrator, members of staff, delegates of the Council and members of the public attending a Council or a meeting of a committee of Council.

Acknowledgement of Owners of Land

Council wishes to show our respect to the First Custodians of this land the Ngarigo people and their Ancestors past and present who pass on this duty of custodianship of the land to us the current custodians. We are proud to be Australian and celebrate the diverse backgrounds and cultures that make up our Nation – our Land.

**ADMINISTRATOR DELEGATIONS MEETING
TO BE HELD IN HEAD OFFICE, 81 COMMISSIONER STREET, COOMA NSW 2630**

**ON TUESDAY 20 SEPTEMBER 2016
COMMENCING AT 9.00AM**

BUSINESS PAPER

- 1. OPENING OF THE MEETING**
- 2. DECLARATIONS OF PECUNIARY INTERESTS/CONFLICT OF INTEREST**
(Declarations also to be made prior to discussions on each item)
- 3. ADOPTION OF COMMITTEE MINUTES/RECOMMENDATIONS**
 - 3.1 Australia Day Working Party 9 August 2016 3
- 4. CORPORATE BUSINESS - KEY DIRECTION 1. SUSTAINING OUR ENVIRONMENT FOR LIFE**
Nil
- 5. CORPORATE BUSINESS - KEY DIRECTION 2. EXPANDING CONNECTIONS WITHIN THE REGION AND BEYOND**
 - 5.1 Australia Day Working Party - New Community Members 7
- 6. CORPORATE BUSINESS - KEY DIRECTION 3. STRENGTHENING OUR LOCAL ECONOMY**
Nil
- 7. CORPORATE BUSINESS - KEY DIRECTION 4. CREATING SAFER, HEALTHIER AND THRIVING COMMUNITY**
Nil
- 8. CORPORATE BUSINESS - KEY DIRECTION 5. ENHANCING OUR HEALTHY, ACTIVE LIFESTYLE**
Nil
- 9. CORPORATE BUSINESS - KEY DIRECTION 6. MANAGING DEVELOPMENT AND SERVICE DELIVERY TO RETAIN THE THINGS WE VALUE**
Nil
- 10. CORPORATE BUSINESS - KEY DIRECTION 7. PROVIDING EFFECTIVE CIVIC LEADERSHIP AND CITIZEN PARTICIPATION**
 - 10.1 Proposed License Agreement - Berridale Pony Club Grounds - Cooma & District Kennel & Obedience Club 9
 - 10.2 Agreement for Use of Jindabyne ALA by NSW Rural Fire Service 20

3.1 AUSTRALIA DAY WORKING PARTY 9 AUGUST 2016

Record No:

Responsible Officer: Director Service Support

Author: Personal Assistant To Director of Service Support

Attachments: 1. Minutes - Australia Day Working Party, 9 August 2016 [↓](#)

EXECUTIVE SUMMARY

The Australia Day Working Party met on 9 August 2016 in the Werri-Nina Meeting Room. The minutes are presented for Council's information.

OFFICER'S RECOMMENDATION

That the Minutes of the meeting of the Australia Day Working Party held on 9 August 2016 are confirmed as a true and accurate record of proceedings.

Determination by Administrator

Approved by Administrator Dean Lynch in accordance with *Section 226 dot point one (1) or two (2) of the Local Government Act 1993*.

Signature:

Date:



Minutes

Australia Day Working Party

Date/Time
Location

Tuesday, 9 August 2016 at 3.12pm
Committee Room, Head Office, 81 Commissioner Street, Cooma

Attendance

Member (Representing)	Present	Apology	Absent
Rogan Corbett, Chair	✓		
Suzanne Dunning	✓		
Frances Redden	✓		
Martin Hughes	✓		
Gail Eastaway	✓		
Marnie Stewart		✓	
Ken Dane		✓	
Sandra McEwan, Secretariat	✓		
Observers			

1 Apologies

The apologies of Marnie Stewart and Ken Dane were noted.

2 Confirmation of Previous Minutes – 1 March 2016

Frances pointed out that the meeting on 1 March 2016 did not have a quorum. The notes of the meeting held on 1 March 2016, were accepted as an accurate record of proceedings.

3 Business Arising from the Previous Minutes

3.1 Ceremony

The following points were agreed:

- That Amusements-R-Us consider reducing the charge for the rides instead of a donation to the Committee.
Action: Martin to liaise with Debbie (Amusements-R-Us) with regard to reducing the charge for the rides.
- Accept Jay Podger's offer to provide the sound system equipment for the ceremony.
Action: Suzanne to liaise with Jay Podger with regard to using his sound system equipment for the ceremony.

Snowy Monaro Regional Council

- Ensure there is a key for the gate to the storage area behind the Bandshell available at the Visitors Centre.
- Change the wording in the Awards Nominee Letter to "You have been nominated but unsuccessful in being selected for the (Category), however we would like to invite you to attend the festivities in Centennial Park".
- The list of nominees for each category be read out with a brief description of why the nominees were nominated.
- Lucky door tickets to only be available at Centennial Park and not at the Car Club breakfast.
- Ensure the General Manager has a copy of the Program outlining the activities and official ceremony and a list of the Award recipients.
- Invite Kaye Anderson, Citizen of the Year, to become a member of the committee.
Action: Rogan to contact Kaye Anderson inviting her to become a member of the committee.
- Invite Ken Dane to become a full member of the Committee
Action: Rogan to contact Ken Dane inviting him to become a full member of the committee.

Recommendation

That the Administrator approve the following community members be invited to join the committee as full members – Kaye Anderson, Marnie Stewart and Ken Dane

3.2 Australia Day Dinner

The following points were agreed:

- Review the need for background music at the Australia Day dinner.
- Invite all the AOs, AMs and OAMs from the whole region to the dinner.
Action: Gail to investigate and identify all the AOs, AMs and OAMs in the area.
- Ensure that the Ambassador isn't monopolized during dinner and that other guests have a chance to meet him/her.

Action: Sandra to contact NSW Australia Day Council to ask what is happening with regard to amalgamations.

Action: Frances to book Centennial Park and the Bandshell for Australia Day 2017.

4 Disclosure of Interest - Nil**5 Planning for Australia Day****5a Budget and Sponsorship**

Rogan confirmed that the Administrator has advised that the usual budget for Australia Day has been rolled over.

Possible sponsors were discussed and will be contacted to ascertain their interest in sponsoring the event.

5b Centennial Park Activities and Awards Ceremony

It was agreed that the theme needs to be finalised before the activities and awards ceremony can be discussed.

5c Australia Day Dinner Function

An estimation of 100 guests was put forward for the Australia Day Dinner if all AOs, AMs and OAMs from the region are invited.

Snowy Monaro Regional Council

Recommendation

That the Administrator approve inviting all AOs, AMs and OAMs in the region to the Australia Day Dinner.

It was tentatively agreed that the Car Club be the venue for the dinner, as it would be suitable for a large number of guests.

5d Merchandise

It was agreed that

- merchandise be supplied to the villages of Michelago, Bredbo, Numeralla and Nimmitabel.
- the other two ex-shires organise their own merchandise as in the past.

5e Villages

Action: Martin to liaise with Michelago and Bredbo regarding their Australia Day activities.

5f Ambassadors – National & Local

It was agreed that the theme needs to be decided before the ambassadors can be finalised.

Action: Members were asked to report back to the next meeting with local ambassador ideas.

Action: Sandra to contact NSW Australia Day Council regarding the application for a national ambassador.

6 General Business

6.1 Theme for Australia Day 2017

Two theme ideas were put forward for consideration: "International Year of Tourism" and "Renewable Energy". The theme will be discussed further at the next meeting.

7 Next Meeting

The next meeting is to be held on Tuesday, 13 September 2016 at 3.00pm in the Committee Room, Head Office, 81 Commissioner Street, Cooma.

There being no further business, the meeting closed at 4.15pm.

5.1 AUSTRALIA DAY WORKING PARTY - NEW COMMUNITY MEMBERS

Record No:

Responsible Officer:	Director Service Support
Author:	Personal Assistant To Director of Service Support
Key Direction:	3. Strengthening Our Local Economy
Delivery Plan Strategy:	DP3.7 Work together to plan, coordinate and implement tourism products.
Operational Plan Action:	OP3.9 Develop a strategic approach to tourism in the Shire by integrating land use planning, product development and promotion. Administrator Delegation at its meeting on 19 August 2016 resolved that the matter be deferred to the meeting to be held on 26 August 2016.
Attachments:	Nil
Cost Centre	N/A
Project	
Further Operational Plan Actions:	

EXECUTIVE SUMMARY

The Australia Day Working Party has both Council and community members. The committee works together to organise Australia Day celebrations which culminates in a half day of entertainment, activities, displays and the official ceremony in Centennial Park, Cooma. It is important to introduce new community members from time to time to replace members who have resigned and introduce new ideas to help make the event as unique as possible each year.

The Australia Day Working Party met on 9 August 2016 and agreed that Ken Dane, Marnie Stewart and Kaye Anderson be invited to join the committee as full members.

The following officer's recommendation is submitted for Council's consideration.

OFFICER'S RECOMMENDATION

That the Administrator approve the addition of the following new members to the Australia Day Working Party:

Ken Dane, Citizen of the Year 2014
Marnie Stewart, Citizen of the Year 2015
Kaye Anderson, Citizen of the Year 2016

BACKGROUND

The Australia Day Working Party organises the Australia Day Official Ceremony and Celebrations each January and relies on members from the community to play a part in bringing this important

event to fruition. Each year membership of the committee is reviewed and when necessary new members are invited to join the committee.

QUADRUPLE BOTTOM LINE REPORTING

1. Social

Australia Day is an important date in our calendar and it brings the community together to celebrate our heritage and recognise high achievers.

2. Environmental

Nil impacts on the environment.

3. Economic

Council allocates a budget of \$10,000 towards Australia Day and also requests sponsorship community businesses.

4. Civic Leadership

N/A

Determination by Administrator

Approved by Administrator Dean Lynch in accordance with *Section 226 dot point one (1) or two (2) of the Local Government Act 1993.*

Signature:

Date:

10.1 PROPOSED LICENSE AGREEMENT - BERRIDALE PONY CLUB GROUNDS - COOMA & DISTRICT KENNEL & OBEDIENCE CLUB

Record No:

Responsible Officer:	Director Service Delivery
Author:	Property Officer
Key Direction:	7. Providing Effective Civic Leadership and Citizen Participation
Delivery Plan Strategy:	DP7.10 Council ensures through its efficient operations that it can claim to be a value for money organisation for the community
Operational Plan Action:	OP7.27 Ensure Council has a safe reliable, sustainable and cost effective assets through the effective management of Facilities, Infrastructure, Plant, Motor Vehicle and Equipment Assets.
Attachments:	1. Draft Licence Agreement - O'Brien Avenue Public Reserve ↓ 2. Email from Cooma & District Kennel & Obedience Club - License to Use O'Brien Avenue Public Reserve. ↓
Cost Centre	1610 – Parks and Gardens
Project	Licensing Berridale Pony Club Grounds
Further Operational Plan Actions:	

EXECUTIVE SUMMARY

The Cooma & District Kennel & Obedience Club has recently contacted Council with a view to entering into a License Agreement with Council for the use of the Berridale Pony Club grounds. The Club would like to use the grounds one day on a weekend each month with an option to change the time to a Friday evening once a month during summer.

The annual fee for not for profit groups to use the grounds under a non exclusive License Agreement is \$100pa plus GST.

The following officer's recommendation is submitted for Council's consideration.

OFFICER'S RECOMMENDATION

That Council

- A. Approve the proposal to License the Berridale Pony Club grounds to the Cooma Kennel & Obedience Club for a period of 5 years for a fee of \$100pa plus GST.
- B. Approve the draft license agreement.
- C. Authorise the General Manager to execute the License Agreement.

BACKGROUND

The Cooma & District Kennel & Obedience Club has recently contacted Council with a view to entering into a License Agreement with Council for the use of the Berridale Pony Club grounds.

Berridale Pony Club grounds are classified as community land and comprise part lot 35 DP 701757 located in Short Street, Berridale. The balance of lot 35 has been constructed as a BMX bike track.

Council currently has a license agreement with Snowy Mountains Equestrian Club Inc. for a period of 5 years which commenced on 18th November, 2015. The licence fee for a non-profit organisation is \$100pa plus GST.

At present the grounds are licensed to Snowy Mountains Equestrian Club Inc for social riding for adults and children to meet on Sundays or Saturdays and Wednesday afternoons. This is not a regular event and Hayley May was asked in writing (via email on 9th September) if the proposed licence to the Cooma & District Kennels and Obedience would create a conflict with her licenced use. To date Council has not received a response.

The Snowy River Pony Club was offered a license agreement but to date have not responded to repeated requests for confirmation of whether they intend to enter into a license agreement for the use of the grounds.

A commercial user entered into a temporary license agreement for the use of the grounds for an initial period of three months whilst the proposal to license the grounds was being advertised. A new agreement was sent to them on the expiration of the three month period but she has not responded and at this time is apparently not sure whether she is moving from the area.

It has been noted by Council staff that the grounds have not been used for approximately the last six months.

The purpose for licensing the grounds to a number of groups is to ensure that the grounds are available for use by the whole community on a regular basis.

The Cooma & District Kennel & Obedience Club is a not for profit organisation who have applied to use the grounds on one day on the weekend each month with an option to change the time to a Friday evening during the summer months.

Under the terms of the proposed agreement the licensees must each contribute to the maintenance of the grounds on a pro rata basis. This includes the control of noxious weeds.

QUADRUPLE BOTTOM LINE REPORTING

1. Social

The issue of a number of non-exclusive licenses over the Pony Club Grounds will ensure that the grounds are used on a regular basis by both community groups and groups offering a service to the community.

2. Environmental

Under the terms of the licence agreement(s) the licensees will be responsible for control of noxious weeds and vermin control as well as the maintenance of the grounds and equipment. Overnight grazing of horses is prohibited.

3. Economic

The license fee for not for profit groups is \$100pa plus GST.

4. Civic Leadership

The Management Plan for Community Land with respect to the Pony Club Grounds (O'Brien Avenue Public Reserve) is as follows:

O'Brien Avenue
Public Reserve

- | | |
|---|--|
| <ul style="list-style-type: none"> ➤ manage the reserve for specific recreational uses including pony club, horse agistment and BMX track; ➤ enter into agreement with Snowy River Pony Club to manage defined and fenced area for the use of the Pony Club; ➤ negotiate lease agreement to provide for horse agistment within defined and fenced area over the balance of the reserve; ➤ through lease and licence negotiations, ensure continued public right of way adjacent to Myack Creek for access to Pony Club and the town link at Short street. | <ul style="list-style-type: none"> ➤ fenced portions of public reserve managed by community groups; ➤ lease and licences negotiated and signed within 12 months; ➤ continued access for public along Myack Creek to link with Myack Street through Short Street |
|---|--|

The Management Plan specifies "specific recreational uses including pony club, horse agistment and BMX track". The use of the grounds for dog obedience classes is consistent with the intent of the Management Plan as it is a recreational pursuit through a community based not for profit organisation.

When Council was preparing to licence the grounds in September 2015 the proposal was advertised for 28 days in accordance with the Local Government Act 1993. As there were no objections raised by the community the licensing of the grounds proceeded.

Determination by Administrator

Approved by Administrator Dean Lynch in accordance with *Section 226 dot point one (1) or two (2) of the Local Government Act 1993.*

Signature:

Date:

SNOWY RIVER SHIRE COUNCIL
O'BRIEN AVENUE PUBLIC RESERVE

DEED OF LICENCE

THIS DEED is made on

2015

BETWEEN SNOWY RIVER SHIRE COUNCIL of 2 Myack Street Berridale
NSW 2628 (**Licensor**)

**AND COOMA & DISTRICT KENNEL & OBEDIENCE
CLUB**(**Licensee**) of

BACKGROUND

- A. The site is known as the Pony Club Grounds and comprises part of the public reserve described as Lot 35 in Deposited Plan 701757 which is classified as community land.
- B. The Licensor has agreed to grant and the Licensee has agreed to accept a non-exclusive license over the Site upon the terms and conditions contained in this Deed for the purposes of Cooma & District Kennel & Obedience Club activities.

IT IS AGREED

1. INTERPRETATION

- 1.1 In this Agreement the following words and phrases have the meanings as set out below and all derivatives of these words and phrases have the relevant corresponding meanings:

Term	Meaning
“Deed”	This document together with all its schedules and annexures and all amendments or replacements to any of them.
“Commencement Date”	as specified in item 2. Commencement Date.
“GST”	means the Goods and Services Tax.
“Licence”	means the licence hereby granted.
“Licence Fee”	means the initial amount specified in item 4. Licence Fee or the current licence fee as adjusted in accordance with the CPI published in the previous quarter.
“Period”	means the period specified in item 3. Period
“The Site”	means the area described in item 1. Site

1.2 In this Agreement, unless the contrary intention appears:

- (a) A reference to an item is a reference to an item of the schedule forming part of this Agreement;
- (b) the singular includes the plural and vice versa;
- (c) all monetary amounts are in Australian dollars;
- (d) a reference to time is to local time in Sydney, NSW; Australia;
- (e) a reference to a person includes a firm, unincorporated association, corporation, government or statutory body or any other legal entity, together with its successors and assigns; and
- (f) a reference to any thing or amount is a reference to the whole and each part of it.

1.3 Headings are for convenience only and do not affect the interpretation of this Agreement.

2. THE LICENCE:

2.1.1 The Licensors hereby grants to the Licensee an exclusive licence to use the Site to conduct the approved activities during the Period.

2.1.2 The Licensors and the Licensee hereby acknowledge and agree that:-

- (a) The Licence does not confer upon the Licensee any estate or interest in the land or the Site or any part thereof, the possession and control of which shall at all times remain vested in the Licensors.
- (b) The Licensee shall at all times occupy and use the Site at the risk of the Licensee and the Licensors shall not in any circumstances be liable to the Licensee for any loss or damage suffered by the Licensee in respect of its use of the Site.
- (c) The Licensors, its servants and agents shall be entitled with or without workmen at all times to enter the Site for the purposes of inspecting and/or carrying out any repairs or works to the Site or for any other purpose.
- (d) The Licensors reserves the right to remove from, or refuse entry to, the Site to any person regardless of any arrangements or contract with the Licensee.
- (e) The Licensors reserves the right to licence the area to other community bodies on condition that the proposed date for the event/function does not conflict with planned activities.
- (f) Prior to the commencement of the licence shall provide the Licensors with a schedule of planned activities including dates for the ensuing twelve (12) months.

3. LICENCE FEE:

- 3.1 The Licensee must pay the License Fee in accordance with **item 5**
- 3.2 The Licence fee will on and with effect from each of the Review Dates and without the need for notice be automatically reviewed in accordance with the CPI index for the preceding quarter.
- 3.3 Where the Licensee fails to pay when due the Licence fee or any other amount payable under this Deed, the Licensor may, in addition to any other rights it may have, charge interest on all overdue amounts at the rate set out in **item 6**, calculated daily on the outstanding balance.
- 3.4 The Licensee shall pay to the Licensor in addition to the Licence Fee specified at **item 4** (and such other sums as may be payable by the Licensor pursuant to the terms and conditions of this Licence) the whole of the GST assessed on such Licence Fee and other sums aforesaid.

4. LICENSEE'S OBLIGATIONS

- 4.1 The Licensee hereby covenants and agrees with the Licensor as follows:
 - (a) To comply with the maintenance schedule to maintain the Site in a clean and tidy manner including mowing the entire area and to control noxious weeds and animals on the Site as directed by the local control authorities and the Licensor.
 - (b) The Licensee shall indemnify and keep indemnified the Licensor against all actions, suits, claims, debts and obligations and other liabilities during the continuation of the licence and further the Licensee shall take out a public risk insurance policy with a reputable insurance office approved by the Licensor in the names of the Licensee and the Licensor in the sum of not less than **TWENTY MILLION DOLLARS** (\$20,000,000) or such other greater sum as the Licensor may from time to time require and shall produce to the Licensor within two weeks of renewal of the policy each year a certificate of currency in respect of such insurance policy.
 - (c) The Licensee shall not carry out any earthworks or improvements on the site without the prior written consent of the Licensor.
 - (d) The Licensee shall ensure that during the term of this agreement the area is used for approved activities only
 - (e) The Licensee will be responsible to pay a proportion of the water, electricity and other services consumed at the site the amount to be calculated by the Licensor in accordance with the amount of usage to be shared proportionately by the licensees.
 - (f) The Licensee shall comply with all statutory requirements relating to the activities that it conducts on the site.
 - (g) The Licensee shall allow unrestricted access to the BMX track.
 - (h) Not to do or permit to be done any act, matter of thing which would place at risk the safety of the public, staff, other users or occupants of the Site.

- (i) Not to interfere with any person authorised by the Licensor to use the Site or any part of it.
- (j) To liaise with the Licensor and the affected Licensee if any alteration to the timetable for use is required.
- (k) In the event of a conflict the Licensor's decision will be final.
- (l) To ensure that the toilet and hand basin (including the floor) are left in a clean and sanitary condition after each use of the site and to lock the toilet door prior to leaving the site.
- (m) To ensure that all rubbish is removed immediately from the site upon cessation of each and every event.
- (n) To ensure that all equipment, which is associated with the approved activity, is stored in a tidy manner so as not to impact on other users of the area or obstruct entry to any part of the premises.

5. GENERAL

- 5.1 If the Licence fee or any part thereof is in arrears for two (2) months from the date appointed for payment thereof (although no formal demand has been made) or the Licensee is in default of any condition, covenant or stipulation of this agreement whether expressed or implied herein the Licensor may in its absolute discretion immediately or at any time thereafter terminate this Licence without releasing the Licensee in any way from any liability in respect of such non payment or breach or non observance of any such covenant condition or stipulation.
- 5.2 Termination of this agreement other than in accordance with the provisions of Clause 5.1 above may be affected by the service of one (1) months notice in writing by either party on the other.
- 5.3 All permanent structures are to remain and become Council's property at the expiry of the licence period.
- 5.4 The licensee can remove any other removable equipment and items at the expiry of the licence period.

SCHEDULE

1. Site	Part Lot 35 DP 701757 as outlined in Attachment 'A'
2. Commencement Date	Day of 2016
3. Period	5 Years from the commencement date
4. Licence Fee	\$100pa plus GST to be paid within 7 days of the Commencement date and annually thereafter
5. Review	The Licence Fee to be reviewed annually in accordance with CPI published in the previous quarter.
6. Late Payment of Licence Fee	Interest will be calculated in accordance with Council's adopted fees and charges

Name

Lynette Bottrill

From: Viveka Turnbull Hocking <vrth0001@gmail.com>
Sent: Thursday, 11 August 2016 12:47 PM
To: Lynette Bottrill
Cc: Cdko Club
Subject: Re: Dog club - berridale pony club grounds
Attachments: Cert of Currency EVol Workers.pdf; Cert of Currency Public Liability.pdf

Hi Lyn

The dog club (ie. Cooma & District Kennel & Obedience Club) would like to book the Berridale pony club grounds one day on the weekend a month with an option, perhaps to change to a weeknight, perhaps Friday, during summer. Find our public liability and volly paperwork attached.
We would like to know:

1. What days are available?
2. What would it cost (1 day a month/year)?
3. Is there water on the site?

I can pop in to discuss if that is easier. I would like to be able to take your response to our Committee Meeting on the 28th of August.

Best wishes
v.

On 29 May 2016 at 10:48, Viveka Turnbull Hocking <vrth0001@gmail.com> wrote:

Hi Lyn

Apologies for the delay. Is it possible to finally meet to discuss, next week or whenever convenient to you?

Best wishes
V.

On 18/02/2016 1:58 PM, "Viveka Turnbull Hocking" <vrth0001@gmail.com> wrote:

Thanks Lyn
At this stage it won't be till march when I could do Monday or Wednesday.
Best wishes
v.

On 18/02/2016 1:40 PM, "Lynette Bottrill" <Lynette.Bottrill@snowyriver.nsw.gov.au> wrote:

Hi Viveka,

Please let me know when you want to meet and I will try to have the information ready that you are seeking.

10.2 AGREEMENT FOR USE OF JINDABYNE ALA BY NSW RURAL FIRE SERVICE

Record No:

Responsible Officer:	Director Service Delivery
Author:	Property Officer
Key Direction:	4. Creating a Safer, Healthier and Thriving Community
Delivery Plan Strategy:	DP4.18 Provide adequate infrastructure that meets the current and future needs of our emergency services as legally required by legislation and service agreement.
Operational Plan Action:	OP4.37 Participate in district bushfire management processes through the Service Level Agreement. Administrator Delegation at its meeting on 23 September 2016 resolved that the matter be deferred to the meeting to be held on 16 September 2016.
Attachments:	1. Agreement - NSW RFS, Jindabyne Aero Club & Council ↓
Cost Centre	1310 – Jindabyne ALA
Project	
Further Operational Plan Actions:	

EXECUTIVE SUMMARY

Jindabyne Air Landing Area (Lot 199 DP 721919) is located at Tinworth Drive, Jindabyne and is owned by Council. The Jindabyne Aero Club has an exclusive licence Agreement over part lot 199 to operate recreational flying and associated activities from the facility. The Jindabyne Aero Club is responsible for all maintenance of the licensed area including the runway plus noxious weed and animal control.

For some time there has been negotiation between the NSW RFS and the Aero Club to enter into an Agreement to enable the RFS to utilise the airfield for regular air surveillance, refuelling of aircraft and reloading of fire retardant during fire fighting events.

The NSW RFS and the Jindabyne Aero Club have now completed their negotiations and have executed the Agreement. In order to finalise the Agreement it is necessary for Council, as the owner of the land, to execute the Agreement also.

The following officer's recommendation is submitted for Council's consideration.

OFFICER'S RECOMMENDATION

That Council

- A. Approve the Agreement with the NSW Rural Fire Service Monaro Team, the Jindabyne Aero Club and Snowy Monaro Regional Council; and
- B. Authorise the Administrator to execute the Agreement on behalf of Council

BACKGROUND

Jindabyne Air Landing Area (Lot 199 DP 721919) is located at Tinworth Drive, Jindabyne and is owned by Council. The Jindabyne Aero Club has an exclusive licence Agreement over part lot 199 to operate recreational flying and associated activities from the facility. The Jindabyne Aero Club is responsible for all maintenance of the licensed area including the runway plus noxious weed and animal control.

For some time there has been negotiation between the NSW RFS and the Aero Club to enter into an Agreement to enable the RFS to utilise the airfield for regular air surveillance, refuelling of aircraft and reloading of fire retardant during fire fighting events.

The NSW RFS and the Jindabyne Aero Club have now completed their negotiations and have executed the Agreement. In order to finalise the Agreement it is necessary for Council, as the owner of the land, to execute the Agreement also.

QUADRUPLE BOTTOM LINE REPORTING

1. Social

The ability of the NSW Rural Fire Service to protect lives and property in extreme fire events depends to a great extent on the availability of a suitable base, particular when the fire is in the Kosciuszko National Park. The Jindabyne ALA is particularly suitable to the purpose due to its proximity to the mountains and the National Park and the availability of water in Lake Jindabyne to load the water bombing aircraft.

2. Environmental

The environmental impact will be generally positive.

3. Economic

There is no rental fee charged under the terms of the Agreement as determined by Clause 3.1(c). The RFS is responsible to remediate any damage caused by their aircraft during operations. To assist with protection of the runway (Clause 4.1(f)) the RFS are required to provide a suitable bulk water carrier, with the capability to effectively wet down any/all runways, when utilised by 2 or more fixed wing aircraft for refilling of retardants and other substances, on any one occasion.

Clause 5 calls for Council to invoice the RFS for any damage to the air landing area caused by aircraft carrying out operations on behalf of the RFS and to then reimburse the Jindabyne Aero Club upon receipt of an invoice from them.

The NSW RFS will not pay on an invoice from the Jindabyne Aero Club and therefore it will be necessary for Council as the owner to invoice the RFS and to then reimburse the Aero Club for the costs of any damage on receipt of an invoice issued to Council by the Aero Club.

Charges for damage caused by the RFS operations will be charged at the ERSA listing for the Airport as stipulated on the Jindabyne Aero Club's website. This process will impact on Council through the accounting processes to invoice the RFS and then to reimburse the Jindabyne Aero Club for damage caused by the RFS to the airfield.

4. Civic Leadership

Council supports the NSW Rural Fire Service through the Snowy River Rural Fire District Service Agreement. Through the Agreement the RFS indemnifies Council as follows:

Clause 10.6 (a) of the Service Agreement states:

(a) The Commissioner and RFS indemnifies the Council and its agents from and against all actions, claims, costs, losses, expenses and damages (including the costs of defending or settling any action or claim) in respect of:

(iii) Loss of, loss of use of, or damage to property of the Council;
or

(iv) Personal injury (including death) or illness to any person or loss of, loss of use of, or damage to any property;

arising out of or by reason of anything deliberately or negligently done or omitted to be done by the Commissioner, the RFS or its members.

Determination by Administrator

Approved by Administrator Dean Lynch in accordance with *Section 226 dot point one (1) or two (2) of the Local Government Act 1993*.

Signature:

Date:

**NSW RURAL FIRE SERVICE
Monaro Team**

**AGREEMENT TERMS AND CONDITIONS FOR AVIATION OPERATIONS
AT:**

**Jindabyne Randall Community Aerodrome, Tinworth Drive, Jindabyne,
NSW, 2627**

1.	RFS Representative: (a) Name: Jim Darrant- Manager (b) Address: P.O. Box 1206, Cooma, NSW, 2630 (c) Telephone No: (02) 6455 0455 (d) Facsimile No: (02) 6455 0466
2.	Owner: (a) Name: Snowy Monaro Regional Council (b) Address: 81 Commissioner Street, Cooma, NSW, 2630 (c) Telephone No: (02) 6455 1777 (d) Facsimile No: (02) 6455 1799
3.	Licensee: (a) Name: Jindabyne Aero Club Incorporated (b) Address: P.O. Box 60, Jindabyne, NSW, 2627 (c) Telephone No: 0448 473 366 (Chairman Paul Duncan) (d) Telephone No: 0405 209 685 (Secretary Martin Hughes)
4.	Airport: (a) Name of Airfield: Jindabyne Randall Community Aerodrome (b) Address: Tinworth Drive, Jindabyne, NSW, 2627
5.	Commencement Date: 1 st September, 2016.

This agreement was made on _____ of _____ 2016

Parties: **NSW Rural Fire Service, Monaro Team**
 Snowy Monaro Regional Council (Owner)
 Jindabyne Aero Club Incorporated (Licensee)

1. DEFINITIONS AND INTERPRETATION

1.1 In this agreement, unless the context otherwise requires:

- (a) **"Agreed Condition"** means the useable condition of the Aerodrome.
- (b) **"Aircraft"** means fixed wing and rotary aircraft used by the RFS.
- (c) **"Aerodrome"** means the aerodrome listed as the "Airport".
- (d) **"Commencement Date"** means the date listed as the "Commencement Date".
- (e) **"Owner"** means the entity listed as the owner.
- (f) **"Licensee"** means the entity listed as the licensee.
- (g) **"Permitted Use"** means:
 - (i) the landing and taking off of Aircraft;
 - (ii) the refuelling, service and maintenance of the Aircraft;
 - (iii) the storage of fuel;
 - (iv) the mixing, preparation and storage of retardant and other substances (including foam) used in fire fighting operations; and
 - (v) any uses or acts necessary for, or incidental to, the uses set out in sub-clauses (i) to (iv) above, or the performance by the RFS of its functions under the Rural Fires Act 1997 (NSW).
- (h) **"RFS Representative"** means the person named as the "RFS Representative", or any replacement as notified by the RFS to the licensee in accordance with this Agreement.
- (i) **"Term"** means the period beginning on the Commencement Date
- (j) **"the RFS"** means the NSW Rural Fire Service

2. COMMENCEMENT, TERM & REVIEW

2.1 Notwithstanding the date upon which this Agreement is signed the parties agree that the operation of the Agreement will commence on 1st of September, 2016, and continue unless it is terminated pursuant to provisions of Clause 5.

2.2 All parties agree that this agreement will be reviewed annually, prior to the 1st October, each calendar year.

3. LICENSEE'S OBLIGATIONS

3.1 At the commencement date and during the term, the licensee allows the RFS **"Permitted Use"** of the Airport:

- (a) **"Permitted Use"** means:
 - (i) the landing and taking off of Aircraft;
 - (ii) the refuelling, refilling, service and maintenance of the Aircraft;
 - (iii) the storage of fuel;
 - (iv) the mixing, preparation and storage of retardant and other substances (including foam) used in fire fighting operations; and

- (v) any uses or acts necessary for, or incidental to, the uses set out in sub-clauses (i) to (iv) above, or the performance by the RFS of its functions under the Rural Fires Act 1997 (NSW).

- (b) reasonable vehicular and pedestrian access at all times over the licensee's property to the Airport.
- (c) The licensee acknowledges that the Airport is located within constituted Rural Fire District, and as such, RFS, Fire & Rescue NSW and other Bush Fire Management Committee agency training exercise operations related to their responsibilities for fire protection and suppression of the Airport and aircraft, are not chargeable under this agreement, and as such, Section 4.1-sub-section (e) does not apply in these cases.
- (d) In entering into this agreement, the licensee agrees that they will not make claim against the owner or the NSW Rural Fire Service, for any additional charges or demands, above that stated in the scheduled rates, and exempt's the RFS and owner from clause 8 (damage to facilities) of the ESRA listing of the scheduled rates.
- (e) Advise the RFS, in writing at least 14 days prior to, any proposed changes to the schedule of rates.
- (f) Notify the owner of any/all charges due to the owner from the RFS, resulting from this agreement.

4. RFS' OBLIGATIONS

4.1 The RFS must:

- (a) hold adequate & appropriate insurance including workers compensation & public liability. (The NSW Rural Fire Service is covered by the NSW Treasury Managed Fund (TMF) for Public Liability to the amount of \$20 Million.)
- (b) keep the Airport clean, tidy and free of rubbish;
- (c) not use the Airport for any purpose except the permitted use; and
- (d) not knowingly damage or destroy anything on the Airport.
- (e) make payment to the owner, the moneys due under the schedule of rates within this agreement, upon receipt of a correctly rendered invoice within the specified timeframes.
- (f) provide a suitable bulk water carrier, with the capability to effectively wet down any/all runways, when utilised by 2 or more fixed wing aircraft for refilling of retardants and other substances, on any one occasion.

5. OWNERS OBLIGATIONS

5.1 The owner must:

- (a) Notify the RFS, in writing at least 30 days prior to, or in writing within 48 hours of (whichever is the greatest), terminating the license of the licensee.
- (b) Invoice the RFS for any/all charges due to the owner, on behalf of the licensee, from the RFS, resulting from this agreement.
- (c) Make payment to the licensee, the moneys due under the schedule of rates within this agreement, upon receipt of a correctly rendered invoice within the specified timeframes, from the licensee.

6. TERMINATION

6.1 This agreement will terminate;

- (a) if the property is sold, changes ownership or the license of the licensee is terminated.
- (b) if any party breaches its obligations under this Agreement and fails to rectify that breach within 21 days of another party giving written notice to the party in default requiring the breach be rectified.
- (c) upon the expiration of three months notice in writing given by either the RFS, the owner or the licensee.

6.2 On the termination date, the RFS must:

- (a) promptly remove any of its possessions from the Airport and reinstate the Airport to the original condition, subject to fair wear and tear; and
- (b) vacate the Airport and leave it in the original condition, subject to fair wear and tear.

7. DISPUTE RESOLUTION

7.1 (a) All disputes and differences whatsoever arising in respect of any fact, matter or thing arising out of, or in any way in connection with, the Agreement ("**Disputes**") are to be resolved in accordance with this clause.

- (b) The parties must submit the Dispute to mediation on the following terms:
 - (i) the mediator will be chosen and appointed by the parties;
 - (ii) in the absence of agreement by the parties as to the mediator, the mediator will be appointed on the application of either party by the President of the Institute of Arbitrators & Mediators Australia (or its successor);
 - (iii) the place of the mediation will be Cooma;
 - (iv) each party will bear its own costs in connection with preparing for and attending the mediation;
 - (v) the costs of the mediator will be borne equally between the parties; and
 - (vi) the mediation process will cease if Dispute is not resolved within 14 days of the mediator being appointed (or such longer period as the parties may agree).

7.2 All property which is owned by, or is proprietary to, the RFS will at all times remain owned by the RFS exclusively and all property which is owned by, or is proprietary to, the owner and/or licensee will at all times remain owned by the owner and/or licensee exclusively.

8. SCHEDULE OF RATES

8.1 The schedule of rates for the permitted use of the airport, as agreed by the parties are as per the ERSAs listing for the Airport, as stipulated on the licensee's website

We, the parties listed below, hereby agree to the terms and conditions of this agreement, and therefore enter into this agreement as per it's terms.

Date:

Paul Duncan

President- Jindabyne Aero Club Incorporated (Licensee)

Date:

Jim Darrant

Manager- NSW Rural Fire Service- Monaro Team (RFS)

Date:

Dean Lynch

Administrator- Snowy Monaro Regional Council (Owner)

Date:

Witness Name: