



28th September 2021

Attention: Neville Coonan, Property Specialist Tenterfield Shire Council

cc: Daryl Buckingham CEO
Rebekah Kelly, Community Development Officer
Tamai Davidson, Manager Planning and Development Services

RE: PROPOSED ESTABLISHMENT OF NEW 'CONTAINERISED' YOUTH HUB

Delivered by BackTrack and funded by Sony Foundation

Dear Neville

In concert with previous meetings and telephone discussions, please accept this letter as a formal application to Tenterfield Shire Council (TSC) to approve our plans to establish a footprint inside the current 'operational' RFS Fire Control Centre site compound.

Comprised of 2 x 20ft and 1 x 40ft shipping containers, with some landscaping and ancillary structures, this semi-permanent site will operate as a Youth Hub for local Young People, identified through BackTrack's service partners in the area as being disadvantaged and/or whose challenges are not typically being fully addressed by other local organisations – in our words 'Young People who are falling through the cracks of society'.

BackTrack has a 15-year record of helping *keep kids alive, out of jail and chasing their hopes and dreams* and this outreach project is being funded and supported by Sony Foundation, through monies raised by the *Fire Fight Australia – Concert for National Bushfire Relief* and specifically targeted at regions most impacted by the 2020 bushfires.

In this context and also by virtue of the fact that BackTrack is currently putting a number of our Young People through RFS training, there is considerable synergy in co-locating the Youth Hub inside the RFS Fire Control Centre compound.

As per our discussions, I enclose:

- an indicative site map highlighting the proposed location and shape of our shipping containers;
- a letter of support from the RFS, confirming the terms under which they are comfortable with us being co-located on the site;
- design sketches that offer an indicative view of modifications being made to the shipping containers to make them fit for purpose
- a copy of our Tenterfield Youth Hub Program Logic, to provide background insight into the purpose and logic behind this project, what opportunities we intend to coordinate and intended outcomes/impact of the project.

15 – 25 Grafton Rd
Armidale NSW 2260

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As you can see from the attached letter of support from RFS, we have made provisions to meter our usage of power and water via their existing connections and we have outlined some 'rules of engagement' related to some of the more practical considerations (e.g. shared use of toilet facilities) through to use of the site under RFS emergency protocols.

This letter also confirms that RFS is fully supportive of TSC issuing BackTrack a lease or licence to operate the Youth Hub on this site for a minimum term of 5 years, with a commitment of all parties to re-visit this agreement in the same spirit of collaboration in January 2026.

RFS has also confirmed that the existing amenities/toilets do not currently require any additions or renovations to service the additional volume of people expected to use the new Youth Hub.

Our understanding now is that:

- TSC legal consultants will draft a 5-year term lease* with BackTrack Works, confirming terms related to our proposed co-opted use of the site;
- TSC will confirm the level of additional detail required to facilitate consideration of this proposal at the next Tenterfield Shire Council meeting on Wednesday 27 October 2021;
- TSC planning department will confirm any DA/zoning requirements we need to undertake or consider.

**we accept that both the lease term and any proposed rent/rates are at Council's discretion and ask that due consideration be given to the intent of this project and BackTrack's status as a DGR Type 1 registered not-for-profit charity*

As a final point to note, in addition to the two young men we have employed locally as Youth Workers to manage the interests of the Young People using the Youth Hub – Josh Moylan and Matt Sing – I can confirm that we are also actively seeking someone else local to assist with the Project management of the Youth Hub site establishment going forwards.

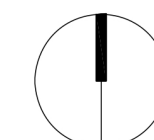
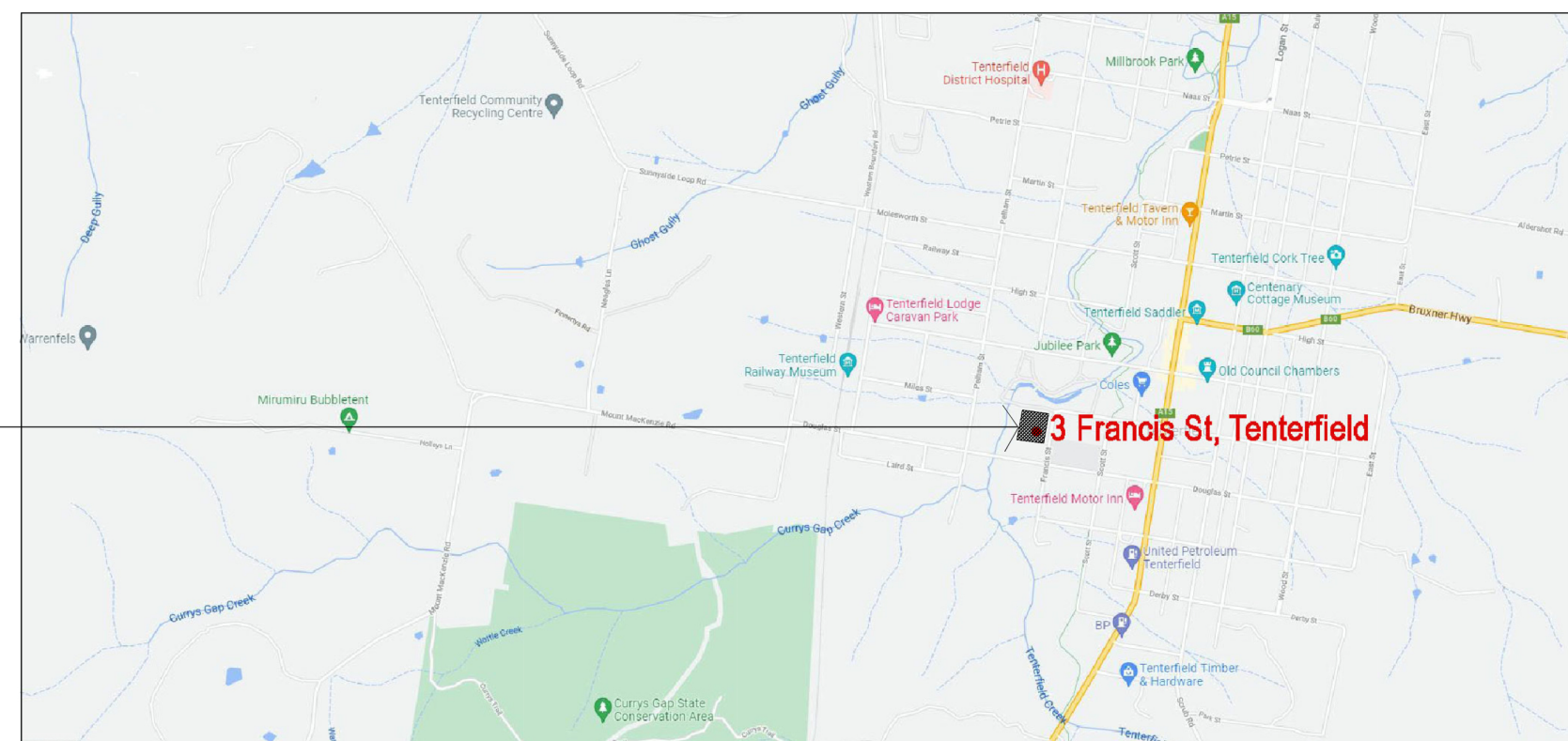
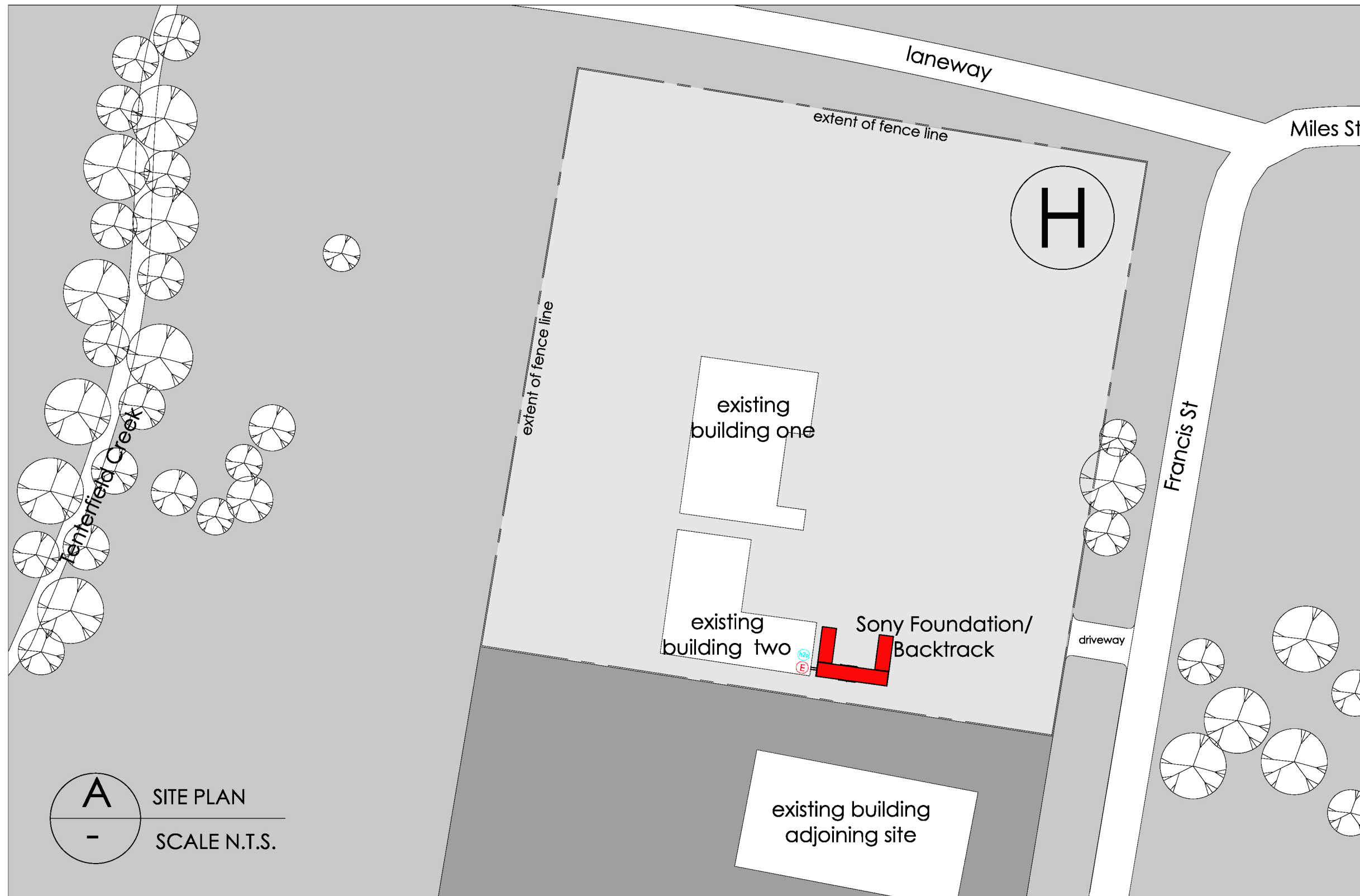
Kind regards

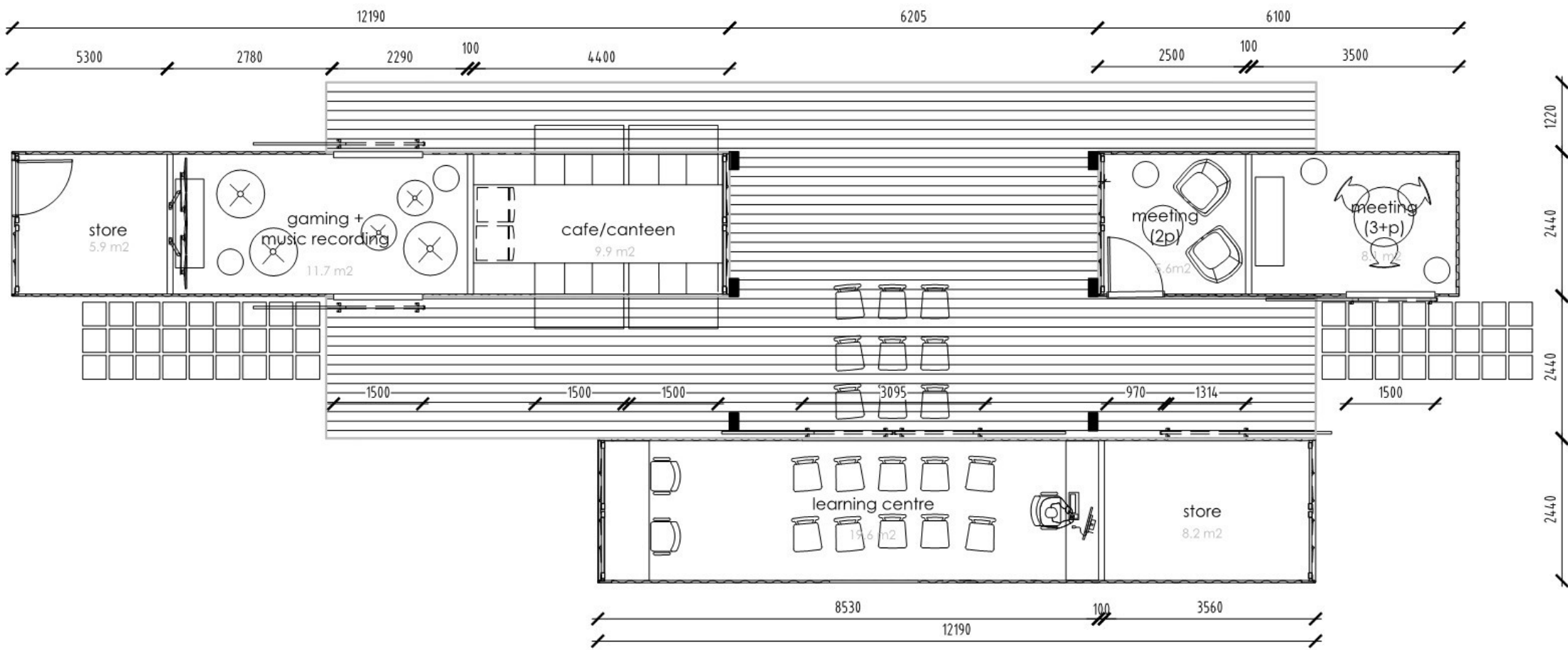
Marcus

Marcus Watson
Manager Social Enterprise
BackTrack Works
Tel: 0410 567 727
Email: marcus@backtrack.org.au

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**The Council of Tenterfield Shire Council
the Council**

**The Commissioner of the NSW Rural Fire Service
the Commissioner**



Rural Fire District Service Agreement

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This Agreement made at Tenterfield on 30 June 2011

Parties **The Council of Tenterfield** of 247 Rouse St, Tenterfield NSW 2372 in the state of New South Wales (“**The Council**”)

The Commissioner of the NSW Rural Fire Service of 15 Carter Street Lidcombe NSW 2141 (“**The Commissioner**”)

Recitals

- A. The parties have agreed to enter into a rural fire district service agreement pursuant to the provisions of section 12A of the *Rural Fires Act 1997* (NSW).
- B. The Commissioner has agreed to exercise all of the functions imposed on the Council by and under the *Rural Fires Act 1997* (NSW) other than those functions specified in clause 4.2.
- C. The Commissioner has agreed to undertake the day-to-day management of the rural fire services operating in the District on behalf of the Council.
- D. The Council has agreed to provide certain administrative accounting and maintenance services to the Commissioner and to the RFS.
- E. The Council has agreed to allow the Commissioner and the RFS to use the District Equipment.
- F. The Council has agreed to allow the Commissioner and the RFS to use the Premises.
- G. The Council and the Commissioner have agreed to establish a Liaison Committee.
- H. The Council has agreed to delegate certain functions, powers and duties to members of the RFS.

The parties agree

1. Definitions

In this agreement:

- a) **Act**” means the *Rural Fires Act 1997* (NSW) as amended.
- b) **“Delegation”** means the delegation made by the Council to the District Manager, a copy of which is annexed to this Agreement and marked with the letter “A”.
- c) **“District”** means the **Tenterfield** rural fire district.
- d) **“District Equipment”** means the Fire Fighting Apparatus and the other vehicles and equipment:
 - (i) owned by the State of New South Wales;
 - (ii) owned by the Council; or
 - (iii) vested in the Council

and used by the Members of the Rural Fire Service operating in the District.

- e) **"District Manager"** means the district manager for the District/Team.
- f) **"Fire Control Officer"** and **"FCO"** means the fire control officer appointed for the District by the Commissioner.
- g) **"Fire Fighting Apparatus"** means all vehicles, equipment and other things used for or in connection with, the prevention or suppression of fire or the protection of life or property in case of fire, by the Members of the Rural Fire Service operating in the District.
- h) **"Liaison Committee"** means the Liaison Committee established pursuant to clause 9 of this Agreement.
- i) **"Minister"** means the Minister responsible for the administration of the Act.
- j) **"Premier"** means the Premier of New South Wales.
- k) **"Premises"** means the land and buildings or parts of land and buildings specified in Schedule 1.
- l) **"Members of the Rural Fire Service operating in the District"** means the fire control officer for the District, the deputy fire control officers for the District, the other staff of the Service assigned to the District, the group officers and the volunteer rural fire fighters forming the rural fire brigades and groups of rural fire brigades in the District.
- m) **"RFS"** means the NSW Rural Fire Service established by the Act.
- n) **"Service Standards"** means the Service Standards issued by the Commissioner pursuant to the provisions of section 13 of the Act.
- o) **"Term"** means the period specified in clause 3.1 for which this Agreement is to continue.

2. Interpretation

In this Agreement:

- (a) headings are for convenience only and do not affect interpretation; and unless the context indicates a contrary intention;
- (b) words importing the singular include the plural and vice versa, and words denoting a given gender include all other genders;
- (c) the expression "person" includes an individual, the estate of an individual, a body politic, a corporation and a statutory or other authority or association (incorporated or unincorporated);
- (d) references to parties, clauses, sub-clauses, schedules, exhibits or annexures are references to parties, clauses, sub-clauses, schedules, exhibits and annexures to or of this Agreement and a reference to this Agreement includes any schedule, exhibit and annexure;
- (e) references to this Agreement, or any other deed, agreement, instrument or document shall be deemed to include references to this Agreement, or other deed, agreement, instrument or document as amended, novated, supplemented, or replaced from time to time.

- (f) a reference to an agreement includes a representation, undertaking, deed, agreement or legally enforceable order or arrangement or understanding, whether or not in writing;
- (g) a reference to a document includes any written agreement and any certificate or note or other document of any kind;
- (h) references to any person or to any party to this Agreement include that person's or party's executors, administrators, successors and permitted assigns;
- (i) where any word or phrase is given a defined meaning any other part of speech or grammatical form in respect of that word or phrase has corresponding meaning;
- (j) where the day on or by which any sum is payable under this Agreement, or any act, matter or thing is to be done is a day other than a Business Day, that sum will be paid and such act, matter or thing will be done on the immediately preceding Business Day;
- (k) where two or more parties to this Agreement make a joint covenant, undertaking, representation or warranty, it will be construed to refer to and bind each of such parties jointly and each of them severally;
- (l) references to payments to any party to this Agreement will be construed to include payments to another person upon the direction of such party;
- (m) all payments to be made pursuant to this Agreement will be made by unendorsed bank cheque or other immediately available funds; and
- (n) reference to any legislation or to any section or provision of any legislation includes any statutory modification or re-enactment or any statutory provision substituted therefore and all ordinances, by-laws, regulations and other statutory documents issued there under.

3. Commencement and Term

- 3.1. Notwithstanding the date upon which this Agreement is signed the parties agree that the operation of the Agreement will commence on **1 July 2011** and continue until it is terminated pursuant to provisions of clause 14.
- 3.2. This Agreement replaces the Service Agreement between the Commissioner and the Council dated 30 June 2008

4. Commissioner to exercise Councils' Functions and manage the District

- 4.1 This Agreement is a rural fire district service agreement under section 12A of the Act.
- 4.2 The Commissioner will, in consideration of an annual fee of \$1.00 payable by the Council:
 - (a) exercise, for the Term, all of the functions imposed on the Council by or under the Act other than those functions specified in

- (i) sections 7, 12A, 37(3), 60(2), 60(6), 62, 63, 64,65,74(1)(2)(a) & (b),74C(3), 76, 77, 79, 95, 83(1)(a),100E (2)(b) & (c), 100G, 100H, 104, 109, 110, 119 (save for sub-section 119 (5), 120 and 126 of the Act; and
 - (ii) Regulations 14(a), and 37 of the Rural Fires Regulation (2008):
- (b) undertake the day to day management of the RFS in the District.

4.3 The Council will:

- (a) deliver a written report to the Commissioner setting out the information specified in sub-sections 74 (1), 74 (2) (a) & 74 (2) (b) of the Act not later than three months after the end of the Financial Year;
- (b) deliver to the Commissioner any bush fire hazard complaint it receives within 14 days of receipt of the complaint;
- (c) upon request, provide the RFS with the following datasets for use in undertaking assessments in accordance with the Bush Fire Environmental Assessment Code on behalf of Council:

| Data Type | Format |
|----------------|---|
| Weeds map | GtS layer if available and hard copy map if available |
| Heritage sites | GIS layer if available and hard copy map if available |

- (d) upon request, provide the RFS with the following data for use in undertaking assessments in accordance with the Bush Fire Environmental Assessment Code on behalf of Council:
 - (i) property address; and
 - (ii) property ownership

This data must be provided by Council within 2 working days of a request being made; and
- (e) upon request, provide the RFS with a copy of any consent provisions imposed by the Council pursuant to clause 2.7 of the Bush Fire Environmental Assessment Code, 2006.

4.4 The Council acknowledges that, in exercising the Councils' functions pursuant to this Agreement the Commissioner may, but is not obliged to, utilise or provide additional equipment or personnel in addition to the District Equipment and the Members of the Rural Fire Service operating in the District.

5. District Equipment

5.1 The Council agrees that it will, during the Term, make available to and allow the

Commissioner and the RFS to use the District Equipment which is owned by, vested in or under the control of the Council.

5.2 The Commissioner agrees that he or she will, during the term of this Agreement, maintain the District Equipment on behalf of the Council in accordance with the applicable Service Standards.

5.3 The RFS will maintain a register of the District Equipment.

6. Land and Buildings

6.1. The Council agrees that it will, during the Term, allow the Commissioner and the RFS to occupy and use the Premises (being the land and buildings or parts of land and buildings specified in Schedule 1), or such other land and buildings as may be agreed upon in writing between the Council and the Commissioner, on the following terms and conditions:

6.2. The Council grants and the Commissioner accepts a licence to enter and use the Premises during the term of this Agreement.

6.3. The Commissioner has:

(a) a personal right of occupation of the Premises on the terms specified in this Licence;

(b) no tenancy, estate or interest in the land on which the Premises are situated.

6.4. The legal right to possession and control over the Premises and the land upon which they are situated remains vested in the Council throughout the term of this Licence.

6.5. The Council will:

(a) not interfere with the Commissioner's use and enjoyment of the Premises during the Term;

(b) pay all rates, taxes, electricity, gas, oil and water charges separately metered and charged to the Premises;

(c) maintain the Premises in good repair in accordance with paragraph 6.7; and

(d) effect and keep current at all times during the continuance of this Agreement the following insurances:

(i) building insurance; and

(ii) public risk insurance in an amount of not less than \$20,000,000.

6.6. The Commissioner will:

(a) not occupy or use the Premises for any purpose other than the provision of rural fire services and any other purpose incidental thereto, without the prior consent of the Council, which shall not be unreasonably withheld or delayed;

(b) not assign the benefit of this licence or grant any sub-licence;

(c) keep the Premises clean and tidy and carry out minor repairs and maintenance in accordance with paragraph 6.8;

- (d) comply with all statutes, regulations and ordinances regarding its use of the Premises; and
 - (e) not deface or alter the Premises without the consent of the Council, such consent not to be unreasonably withheld or delayed.
- 6.7. The Council will undertake all painting, maintenance and repairs of the Premises involving:
- (a) the roof and external structure of the Premises;
 - (b) any internal or external fittings or fixtures placed by the Council;
 - (c) any work that must be carried out by a licensed trades person, including, but not limited to:
 - (i) electrical repairs and maintenance; and
 - (ii) plumbing repairs and maintenance; and
 - (d) maintenance and repair of any air conditioning or heating system.
- 6.8. The Commissioner will undertake any painting, maintenance and repairs of the Premises involving:
- (a) the ceiling and internal structure of the Premises;
 - (b) any internal or external fittings or fixtures placed by the RFS; and
 - (c) the lawn, garden and grounds surrounding the Premises.

7. Administrative, Accounting and Maintenance Services

- 7.1 The Council will, in consideration of an annual fee of \$1.00 payable by the RFS to the Council, provide to the Commissioner and the RFS the administrative, accounting and maintenance services specified in Schedule 2.
- 7.2 The Council or its General Manager will delegate to the District Manager the functions specified in Annexure "A" for the purpose of enabling the District Manager to utilise the Council's administrative, accounting and maintenance services.
- 7.3 The District Manager will, in exercising the functions delegated to him or her pursuant to clause 7.2, ensure that they are exercised in accordance with the Council's policy and procedures.

8. Finance

- 8.1 The Council will, in consultation with the Commissioner, by no later than 30 September of each year, submit to the Commissioner an estimate of probable expenditure for the District for the next financial year (**"the Budget"**).
- 8.2 Following consultation with the Council, the Commissioner will, by no later than 28 February of each year, submit to the Council:
- (a) a probable allocation of expenditure for the District for the next financial year (**"the probable allocation"**); and
 - (b) a probable contribution (**"the probable contribution"**) by the Council to the New South Wales Rural Fire Fighting Fund (**"the Fund"**).
- 8.3 In the event that the Commissioner and the Council cannot agree upon the contribution of the Council to the Fund within 28 days of the Commissioner delivering the probable allocation and probable contribution to the Council pursuant to clause 8.2, the parties will ask the Minister to determine the Council's contribution pursuant to section 110 of the Act.
- 8.4 The Commissioner will, following consultation with the Council, provide the Council with a budget forecast of the expenditure for the District for the next four years, commencing on 1 July 2011, then updated annually.
- 8.5 In preparing the budget forecast the Commissioner will consult with the Council in relation to a range of matters including:
- (a) the Council's capacity to contribute to the Fund; and
 - (b) RFS and government policies with respect to:
 - (i) the replacement of District Equipment;
 - (ii) the District's requirements by reference to Standard of Fire Cover and other policies; and
 - (iii) standards for fire stations and other facilities.
- 8.6 The Commissioner will provide to the Council on 1 July 2011 then update annually, a draft 10 year capital works program for the District identifying projected capital works requirements by reference to RFS and government policies with respect to:
- (i) the replacement of District Equipment
 - (ii) the District's requirements by reference to Standards of Fire Cover and other policies; and
 - (iii) standards for fire stations and other facilities.
- 8.7 Where the Council provides funds for the delivery of rural fire services in the District in addition to its statutory contribution to the Fund the District Manager will, on behalf of the Commissioner, manage those funds in accordance with any relevant policies or directions of the Council.

- 8.8 The Council acknowledges that, in exercising the Council's functions pursuant to this Agreement, the Commissioner:
- (a) has unrestricted access to and may expend, in the Commissioner's discretion, the monies received by the Council from the Fund for the delivery of rural fire services in the District; and
 - (b) may, but is not obliged to, expend any monies in addition to those referred to in paragraph (a).
- 8.9 The Council acknowledges that the funding for the expenditure under the Maintenance and Repair sections of the Fund estimates process shall continue to be provided on a reimbursement basis.
- 8.10 The Council will provide the District Manager with a quarterly report of the amount of the RFS budget for the District that has been expended in a format agreed between the District manager and the Council.

9. Liaison Committee

- 9.1 The Liaison Committee will consist of 6 members as follows:
- (a) two Councillors from the Council appointed by resolution of the Council;
 - (b) the General Manager of the Council or his or her delegate;
 - (c) one volunteer rural fire fighters from the District appointed by the local branch of the NSW Rural Fire Service Association Inc ("**the RFSA**"), or, in the absence of a local branch of the RFSA, elected in accordance with the applicable Service Standard;
 - (d) one member of the RFS staff assigned to the District nominated by the District Manager and approved by the Regional Manager for the District; and
 - (e) the District Manager who will be the committee's Executive Officer.
- 9.2 The Commissioner, the Council and the groups or entities which appoint or elect members of the Liaison Committee pursuant to sub-clauses 9.1(c) and (d) respectively may appoint another person to attend any meeting of the Liaison Committee in the event that the person they have elected pursuant to clause 9.1 is unable, for any reason, to attend that meeting.
- 9.3 The Liaison Committee will:
- (a) monitor and periodically review the performance of this Agreement by the Council and the RFS;
 - (b) review the following documents prepared by the District Manager prior to submission to and consideration by the Council:

- (i) the annual budget and business plan; and
 - (ii) the quarterly financial and performance reports
- 9.4 The procedures for calling meetings and the conduct of business at those meetings shall be determined by the Liaison Committee.
- 9.5 Minutes of each meeting of the Liaison Committee must be circulated to each of the Council, the members of the Liaison Committee and the Commissioner within 2 weeks of the meeting.
- 9.6 The Liaison Committee is not a committee of the Council or the RFS.

10. Insurance and Related Covenants

- 10.1 The Council agrees that it will, during the Term, effect and keep current the following insurances ("**the Council's Insurances**");
 - (a) property damage and public liability insurance in relation to the Premises;
 - (b) compulsory third party and comprehensive insurance in relation to any motor vehicles which form part of the District Equipment, except where otherwise agreed in writing between the Council and the Commissioner;
 - (c) property damage and public liability insurance, third party and comprehensive insurance (including fire and theft), in relation to all Premises and District Equipment controlled, occupied or managed by the Commissioner or the RFS including, but not limited to:
 - i. fire boats, boat motors, pumps and ancillary marine fire fighting equipment;
 - ii. wharves, jetties or boat sheds;
 - iii. radio base stations;
 - iv. radio transmitting towers;
 - v. computer paging systems;
 - vi. pager repeater sites and towers;
 - vii. fire spotting towers; and
 - viii. training facilities.
- 10.2 The District Manager may authorise the Executive Committee of a rural fire brigade to effect insurance in relation to any specified item or items of equipment that have been purchased by the brigade or its members or which have been donated to the brigade.
- 10.3 The Commissioner on behalf of the RFS covenants with the Council that the RFS will, during the Term, in respect of the Council's functions under the Act, which the Commissioner has agreed to exercise, effect and keep current the RFS's indemnity coverage with the NSW Treasury Managed Fund ("**the TMF Indemnity**").

10.4 Indemnity by the Council:

(a) The Council agrees to indemnify the Commissioner, the RFS, its members and 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:

(i) Loss of, loss of use of, or damage to property of the RFS; or

(ii) 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 anything deliberately or negligently done or omitted to be done by the Council, the Council's officers or employees.

(b) The Council's liability to indemnify the Commissioner, the RFS, its members and agents, is reduced proportionally to the extent that a malicious or negligent act or omission of the Commissioner, the RFS, its members and agents (other than of the Council) or a breach of this Agreement by the Commissioner has contributed to the injury, damage or loss.

10.5 Indemnity by the Commissioner and RFS:

(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 anything deliberately or negligently done or omitted to be done by the Commissioner, the RFS or its members.

(b) The liability of the Commissioner and the RFS to indemnify the Council is reduced proportionally to the extent that a malicious or negligent act or omission of the Council or employees or agents (other than of the Commissioner or RFS) of the Council or a breach of this Agreement by the Council has contributed to the injury, damage or loss.

11. Key Performance Indicators

The Commissioner and the Council will, in carrying out their obligations under this agreement, endeavour to meet the Key Performance Indicators that are specified in Schedule 3 or agreed in writing between the Council and Commissioner from time to time.

12. Reporting and Review

12.1 The District Manager will submit a report to the Council, based on the current district business plan, within 6 weeks of the end of the financial year.

- 12.2 The report will be tabled at the next Liaison Committee meeting.
- 12.3 The District Manager will provide the Council with information that is reasonably required by it to comply with its reporting obligations under the Local Government Act, 1993.
- 12.4 The Council will, within 30 days of the end of the financial year, provide the District Manager with a report of the amount expended on Maintenance and Repairs during the preceding financial year in a format agreed between the District Manager and the Council.
- 12.5 The Council will enter data relating to its hazard reduction program into any reporting system in accordance with the policy and procedures specified by the NSW Bush Fire Co-ordinating Committee from time to time.

13. Dispute Resolution

- 13.1 The parties will use their best endeavours to avoid and resolve any disputes in relation to the performance of their respective obligations under this Agreement.
- 13.2 In the event that the parties are still unable to resolve the matter in dispute the matter in dispute will be referred to the Ministers who will decide the matter. If the Ministers cannot resolve the matter within 21 days, the matter will be resolved by the Premier.

14. Termination

This Agreement will terminate:

- a) if either party breaches its obligations under this Agreement and fails to rectify that breach within 21 days of the other party giving written notice to the party in default requiring that the breach be rectified;
- b) immediately upon the revocation of, or failure to renew, the delegation;
- c) immediately in the event that the Council refuses to advance monies in respect of maintenance of the District Equipment; or
- d) upon the expiration of six months notice in writing given by either the Council or the Commissioner.

15. GST

- 15.1 The parties acknowledge that the amounts set out in this Agreement as consideration for supplies are calculated without regard to GST.
- 15.2 If any party to this Agreement ("**Supplier**") becomes liable to remit GST in respect of a taxable supply made under or in connection with this Agreement, the person to whom that supply is made ("**Recipient**") shall, in addition to any other consideration, which the Recipient is required to provide to the Supplier in connection with that taxable supply under other provisions of this Agreement, pay to the Supplier the amount of the Supplier's GST liability.
- 15.3 The additional amounts to be paid by the Recipient under paragraph 15.2 will be payable at the same time as the other consideration for that taxable supply is to be provided in accordance with the other provisions of this Agreement.

- 15.4 The Supplier will provide to the Recipient a tax invoice for each taxable supply made under or in connection with this Agreement at or before the time the Recipient is required to provide the consideration for that taxable supply.
- 15.5 The parties will endeavour to minimise the impact of GST on the transactions contemplated by this Agreement and will provide reasonable assistance to one another with regard to the claiming of input tax credits in respect of taxable supplies to which paragraph 15.2 relates.
- 15.6 "GST" and other terms used in this Clause 15 which are defined under *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the meanings provided by that Act. A reference to a party's liability for GST will include the GST liability of the representative member of any GST group to which that party belongs.

16. Further Assurance

The parties covenant and agree that each will do all acts and things and execute all deeds and documents and other writings as are from time to time reasonably required for the purposes of or to give effect to this Agreement.

17. Governing Law

This Agreement will be governed by and construed in accordance with the laws of New South Wales.

18. Waiver

No waiver of any breach of this Agreement will be held or construed to be a waiver of any other subsequent or antecedent breach of this Agreement.

19. Notices

- 19.1 All notices, requests, consents, and other documents authorised or required to be given by or under this Agreement will be given in writing and either personally served or sent by facsimile transmission ("**fax**") or email addressed as follows:

The Commissioner

To: The Commissioner
Address: **Locked Bag 17, Granville NSW 2142**
Fax No.: 02 8741 5550
Email Address: **Commissioner@rfs.nsw.gov.au**

The Council

To: The General Manager
Tenterfield Shire Council
Address: **247 Rouse St, Tenterfield NSW 2372**
Fax No.: **02 6736 6005**
Email Address: **council@tenterfield.nsw.gov.au**

- 19.2 Notices, requests, consents and other documents (“Notices”) will be deemed served or given:
- a) if personally served by being left at the address of the party to whom the Notice is given between the hours of 9.00am and 5.00 pm on any Business Day, then in such case at the time the Notice is so delivered;
 - b) if sent by fax or email, then in such case when successfully transmitted during business hours, or if not during business hours, then when business hours next commence.
- 19.3 Any party may change its address for receipt of Notices at any time by giving notice of such change to the other party. Any Notice given under this Agreement may be signed on behalf of any party by the duty authorised representative of that party and will be sent to all parties to this Agreement.

20. Counterparts

This Agreement may be signed in any number of counterparts and all such counterparts taken together will be deemed to constitute one and the same document.

21. Modification

This Agreement may not be modified, amended, added to or otherwise varied except by a document in writing signed by each of the parties.

22. Legal Costs

Each party will bear their own legal costs in relation to this Agreement.

23. Entire Agreement

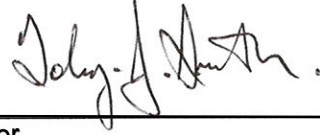
This Agreement comprises the entire agreements between the parties and no earlier agreement, understanding or representation, whether oral or in writing, in relation to any matter dealt with in this Agreement will have any effect from the date of this Agreement.

24. Severability

In the event that part of all of any clause of this Agreement is held to be illegal or unenforceable it will be severed from this Agreement and it will not effect the continued operation of the remaining provisions of this Agreement.

Signed as an agreement.

The Common Seal of Tenterfield Shire Council was affixed in pursuance of a resolution passed by the Council on the 14th day of December 20.H..... in the presence of:

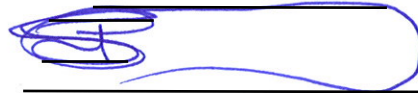


Mayor



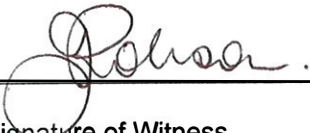
General Manager

Signed by
Shane Fitzsimmons AFSM,
Commissioner,
NSW Rural Fire Service
in the presence of:



Signature

tf-tiz



Signature of Witness

JO-ANNE ROBSON

Name of Witness in full

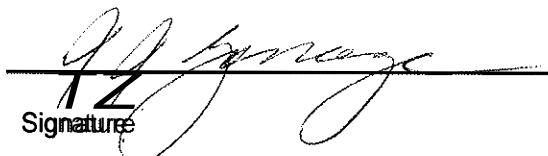
Instrument of Delegation Tenterfield Rural Fire District

I, **Jim Gossage** General Manager of **Tenterfield Shire Council**, pursuant to Section 378 (1) of the Local Government Act 1993, (NSW) **HEREBY DELEGATE** to the District Manager of the **Tenterfield** rural fire district,

- The Rural Fires Act
- The Rural Fire Regulations
- The Protection of the Environment Operations Act 1997 and Regulations, and
- To carry out the regular fire protection service and operations of Council, limited to any single expenditure of \$25,000, and within the sums voted by Council for expenditure within the positions area of responsibility, and
- To organise the repair and maintenance of Council Plant and Machinery provided for Bushfire Related purposes, and
- To commit with the approval of Council, the resources of Council, and use Council plant and equipment in Emergencies at the request of the Combat Agency, and
- To Act as an Authorised person with the meaning of the Local Government Act 1993, and,
- To enter upon any land in accordance with the powers granted under any Act administered by Council, for the purpose of carrying out duties on Council's behalf

3.3. **Such delegation to take effect from 01 July 2011 and to continue** until it is terminated pursuant to provisions of clause 14.

Signed by Jim Gossage this 20th day
of Dec 2011 in the presence of:



Signature

N Hyde

Signature of Witness

JCA & VUJ

Name of Witness in full



NSW RURAL FIRE SERVICE

RFS SUPPORT OF PROPOSED ESTABLISHMENT OF NEW 'CONTAINERISED' YOUTH HUB

Delivered by BackTrack and funded by Sony Foundation

Attention: TENTERFIELD SHIRE COUNCIL CEO, DARYL BUCKINGHAM

cc: Neville Coonan, Property Specialist
Rebekah Kelly, Community Development Officer
Tamai Davidson, Manager Planning and Development Services
Nige Cottingham, BackTrack Works
Marcus Watson, Social Enterprise Manager, BackTrack Works

Dear Daryl Buckingham,

This letter is to confirm that the Northern Tablelands Team of the NSW Rural Fire Service (RFS) fully supports the establishment by BackTrack Works of a 'containerised' Youth Hub inside the existing Tenterfield Fire Control Centre compound at 3 Francis Street, as per the footprint in the visual provided.

Given the fact that this project has been funded through monies raised by the *Fire Fight Australia – Concert for National Bushfire Relief* and we are aware that BackTrack Works is already undertaking rural bushfire recovery work in the surrounding region, we see strong alignment in the value proposition for this innovative venture.

Furthermore, it is our understanding that some of the young people employed by BackTrack Works are in the process of undertaking formal certified RFS training, as well as related training that will enable them to assist with planned mitigation work in the area.

From a broader perspective, we see this initiative as a great opportunity to ensure that some of Tenterfield's younger, local people gain a keen insight into and understanding of the work of the RFS.

Postal address

NSW Rural Fire Service
PO Box 624
GLEN INNES NSW 2370

Street address

NSW Rural Fire Service
100 Lambeth Street
GLEN INNES NSW 2370

T (02) 6739 6900
F (02) 6739 6994
www.rfs.nsw.gov.au



In terms of site specifics, RFS has confidence that our plans to share the Tenterfield Fire Control Centre site compound and some of its services and facilities are satisfactorily captured under the broad-based 'rules of engagement' stated below:

- Shared access to the site via the established driveway;
- Maintain clearance at all times of the area designated for Helicopter landing/take-off;
- Shared use of the toilet facilities and related amenities (noting we are confident that proposed capacity of the Youth Hub, along with our own use of the facilities does not impose the need for any additional facilities);
- Youth Hub site containers to hook up to RFS Power and Water services via a metered supply outlet;
- RFS to retain full and complete control of the site during times of a Local or State emergency;
- Youth Hub to assume shared responsibility and ownership for site security.

This letter of support sits alongside any contractual agreement between Tenterfield Shire Council and BackTrack Works (which we would expect to be privy to) and also to confirm that RFS supports an initial lease term up to 5 years at the discretion of Council.

Kind regards



Glenn Byrnes

A/Manager

Northern Tablelands Team



FOOTPATH PAVING AND CONTRIBUTIONS

Summary:

The purpose of this policy is to define the requirements for the construction of footpath paving and how contributions from adjoining owners of land will be levied in accordance with Section 217 of the Roads Act 1993.

| | |
|---------------------------------|--|
| Policy Number | 2.060 |
| File Number | CM/159 |
| Document version | V5.0 |
| Adoption Date | 27 October 2021 |
| Approved By | Council |
| Endorsed By | Council |
| Minute Number | |
| Consultation Period | Nil |
| Review Due Date | October 2024 – 3 years |
| Department | Engineering / Infrastructure Services |
| Policy Custodian | Manager Asset & Program Planning |
| Superseded Documents | Footpath Paving and Contributions (Policy 2.060) 23 August 2017 - Minute 168/17 |
| Related Legislation | Nil |
| Delegations of Authority | Nil |

1. Overview

A policy stating the requirements for the construction of footpath paving and providing advice to how contributions from adjoining landowners will be levied.

2. Policy Principles

The policy aims to provide clarity for residents on footpath paving works and equity in the community for contributions towards such works.

3. Policy Objectives

The objective of this policy is to define Council's requirements regarding the construction of footpath paving and how contributions from adjoining owners of land will be levied in accordance with Section 217 of the Roads Act 1993.

4. Policy Statement

Where Council elects to construct footpath paving, it will be constructed to a standard width in non-commercial areas of 1.2m, at the full cost to Council.

Where paving is constructed in commercial areas, except where there is no demonstrated demand for full-width paving, the standard width of the paving will be from the property boundary to the back of kerb.

Where full-width paving is requested by a landowner, the difference in the cost between the 1.2m width and full-width will be met in total by the landowner.

5. Scope

The scope of this policy applies to works proposed and undertaken on footpaths within public roads in the shire.

6. Accountability, Roles & Responsibility

Elected Council

- Council Endorsement

General Manager, Executive and Management Teams

- Management of policies.

Management Oversight Group

- Review and Monitoring

Individual Managers

- Implementation of policy requirements

7. Definitions

Nil.

8. Related Documents, Standards & Guidelines

Where Council elects to construct footpath paving, it will be constructed to a standard width in non-commercial areas of 1.2m, at the full cost to Council.

Where paving is constructed in commercial areas, except where there is no demonstrated demand for full-width paving, the standard width of the paving will be from the property boundary to the back of kerb.

Where full-width paving is requested by a landowner, the difference in the cost between the 1.2m width and full-width will be met in total by the landowner.

9. Version Control & Change History

| Version | Date | Modified by | Details |
|----------------|-------------|--------------------|--|
| V1.0 | 24/08/00 | Council | Adoption of Original Policy (Res No. 739/00) |
| V2.0 | 22/08/12 | Council | Review/Amended (Res No. 295/12) |
| V3.0 | 23/09/15 | Council | Review/Amended (Res No. 305/15) |
| V4.0 | 23/08/17 | Council | Review/Amended (Res No. 168/17) |
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CONSTRUCTION & MAINTENANCE OF PROPERTY ACCESS FROM COUNCIL ROADS

Summary:

The purpose of this policy is to provide clear direction for the construction of property access from public roads, and the maintenance of any property accesses.

| | |
|---------------------------------|--|
| Policy Number | 2.130 |
| File Number | CM/159 |
| Document version | V6.0 |
| Adoption Date | 27 October 2021 |
| Approved By | Council |
| Endorsed By | Council |
| Minute Number | |
| Consultation Period | Nil |
| Review Due Date | October 2024 – 3 years |
| Department | Engineering / Infrastructure Services |
| Policy Custodian | Manager Asset & Program Planning |
| Superseded Documents | Construction & Maintenance of Property Access from Council Roads (Policy 2.130) 23 August 2017 - Minute 168/17 |
| Related Legislation | Nil |
| Delegations of Authority | Nil |

1. Overview

This policy sets out Council's position in respect to the property access from public roads, and the maintenance of any property accesses.

2. Policy Principles

To provide clear guidance to landowners of the requirements in constructing accesses to public roads.

3. Policy Objectives

This policy aims to ensure access to public roads is safe for all road users of the shire road network.

4. Policy Statement

Construction and maintenance of access crossings in urban and rural areas is the responsibility of the property owner.

All vehicular property accesses to both urban and rural properties require written consent from Council in the form of a Section 138 permit to obtain access from Council's road to the property boundary unless the access existed prior to 27th July 2000 (when this policy was first authored).

All property accesses to both urban and rural properties must be maintained to at least the standard of the original permit.

For non-complying accesses, including those constructed prior to 27th July 2000, Council requires the property owner to submit a Section 138 application, and subsequently construction a complying access at the property owner's cost in the following circumstances;

- The access adversely affects road or lot drainage;
- The access is unsafe or causes safety issues on the connected road;
- The access causes damage to the connected road or table drain;
- The connected road or road drainage is upgraded necessitating changes in the access;
- A development application is made or dwelling entitlement application submitted.

Maintenance of paved access areas to service stations and other commercial properties, where the access area is extensive and not comparable to access areas of private properties, is the responsibility of the service station or commercial business.

No fee will be levied for permits to carry out maintenance of accesses under section 138 of the Roads Act, 1993, unless an inspection is required. Where an inspection is required, the Section 138 fee will apply.

Council may impose penalties in accordance with the Local Government Act 1993 (Sections 626 & 627) where property owners fail to comply with the requirements of an access permit

Compliance Standards:

Every access will be individually assessed by Council's staff to evaluate conformance with sight distance, road drainage, road surfacing and traffic obstruction requirements. Upon completion, specific approval conditions will be provided for the access. The following guidelines are only indicative of the minimum standards for accesses and are provided to give property owners an

outline of expected conditions, the actual conditions will be as per the specific requirements designated on the Section 138 permit when granted.

All driveways

Where possible, accesses are to be constructed at 90 degrees to the centre line of the road;

The access must be constructed of a concrete or gravel pavement, suitable for carrying all traffic likely to use the access from the property boundary to the edge of the existing road;

Accesses connecting to sealed roads must be sealed or concreted.

Any seal must continue from the edge of the sealed road and the property boundary or to 7 metres from the edge of the seal (whichever is the least);

Accesses will generally be single lane with minimum width 4m however, shared accesses, commercial and industrial accesses and high usage accesses may be specified as double lane with a width of at least 6m;

The access must not impede or redirect the stormwater for the road or direct stormwater down the driveway access;

Specific conditions regarding workplace health and safety, work standards and insurances of the person/company undertaking the work will need to be complied with (specified on the permit);

Any gate erected in a rural access shall be indented from the fence line to provide a minimum access length of 18 metres from the centreline of the road. This is to ensure any trucks using the access do not cause a traffic hazard whilst operating the gate;

Rural accesses require a Council standard white guidepost, complete with red & white reflectors, is to be installed at each side of the access at a distance of 6m from the centre of the road.

Where there is no kerb and gutter

Where an access crosses a table drain other than at the crest of a road, a concrete pipe culvert (FRC or RCP) of minimum internal diameter 375mm is required;

The pipe culvert or equivalent shall be located generally in the existing table drain, no closer than 6.0 (rural) or 5.0 (urban) metres to the centre line of the road and at such a level and grade that stormwater flow in the table drain is not impeded by the culvert;

The pipe will be a minimum 4m long for single accesses and 7m for double accesses.

The pipe must have precast concrete headwalls (or equivalent) at each end.

Where there is kerb and gutter

A concrete kerb crossing must be installed allowing the passage of vehicles while retaining the flow of water in the kerb/channel.

5. Scope

The policy relates to accesses connecting properties to public roads along the shire road network.

6. Accountability, Roles & Responsibility

Elected Council

- Council Endorsement

General Manager, Executive and Management Teams

- Management of policies.

Management Oversight Group

- Review and Monitoring

Individual Managers

- Implementation of policy requirements

7. Definitions

Nil

8. Related Documents, Standards & Guidelines

Council's Standard Drawings for Accesses.

9. Version Control & Change History

| Version | Date | Modified by | Details |
|----------------|-------------|--------------------|--|
| V1.0 | 27/07/00 | Council | Adoption of Original Policy (Res No. 645/00) |
| V2.0 | 22/08/12 | Council | Review/Amended (Res No. 299/12) |
| V3.0 | 27/02/13 | Council | Review/Amended (Res No. 24/13) |
| V4.0 | 26/02/14 | Council | Review/Amended (Res No. 26/14) |
| V5.0 | 23/08/17 | Council | Review/Amended (Res No. 168/17) |
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MAINTENANCE OF NATURE STRIPS

Summary:

The purpose of this policy is to provide clear direction to the maintenance of nature strips and road verges on the shire road network.

| | |
|---------------------------------|---|
| Policy Number | 2.131 |
| File Number | CM/159 |
| Document version | V5.0 |
| Adoption Date | 27 October 2021 |
| Approved By | Council |
| Endorsed By | Council |
| Minute Number | |
| Consultation Period | Nil |
| Review Due Date | October 2024 – 3 years |
| Department | Engineering / Infrastructure Services |
| Policy Custodian | Manager Asset & Program Planning |
| Superseded Documents | Maintenance of Nature Strips and Road Verges (Policy 2.131) 23 August 2017 - Minute 168/17 |
| Related Legislation | Roads Act 1993 Crown Lands Act 1989 Environmental Planning and Assessment Act 1979 Local Government Act 1993 |
| Delegations of Authority | Nil |

1. Overview

Each year, Council receives requests from owners and residents of land within urban and rural areas of the Shire about the following:

- For Council to cut the grass on the nature strips or road verge in front of their property either on a "one off" or permanent basis.
- To obtain approval to burn off or slash sections of the Road Reserve adjacent to their property.
- To obtain approval to remove trees adjacent to fence lines to enable renewal of existing fences or to improve sight distance at access points.
- For Council to control Noxious Weeds within the Road Reserve.

2. Policy Principles

The policy aims to provide equity for all residents and stakeholders in the shire.

3. Policy Objectives

This policy sets out Council's expectation for the level of service relating to the maintenance of nature strips and road verges on the roads.

4. Policy Statement

It is the accepted practice in Tenterfield Shire Council for owners and residents of land in urban and rural areas to maintain the strip of land between their boundary fence and the road to protect and enhance their investment. Such maintenance includes, but is not limited to mowing, edging and weeding.

The Director of Infrastructure be authorised to arrange for slashing or burning, (following consultation with the FCO or Brigade Captain as appropriate) by Council staff of these areas when they are situated in front of vacant or long term unoccupied land and present a safety or fire hazard, vermin harbour, or if it is in the public interest. Following slashing, Council does not remove the grass cuttings.

In urban areas this slashing may include the full width of the verge for the benefit of pedestrians.

In rural areas the slashing of verges will generally be undertaken along the immediate shoulder of the road or wider to enhance safety by removing sight distance obstructions.

The Director of Infrastructure be authorised to issue permits under Section 138 of the Roads Act 1993, to carry out activities within the Road Reserve which may include burning off or tree clearing adjacent to boundary fences or to improve sight distance at vehicular access crossings.

Council will maintain the unsealed area between the edge of seal and kerb and gutter where the area forms part of the road carriageway.

Council will control noxious weeds within the Road Reserve at Council's cost in accordance with annual budget constraints and Council's Noxious Weeds guidelines.

5. Scope

This policy applies to public roads within the shire road network.

6. Accountability, Roles & Responsibility

Elected Council

- Council Endorsement

General Manager, Executive and Management Teams

- Management of policies.

Management Oversight Group

- Review and Monitoring

Individual Managers

- Implementation of policy requirements

7. Definitions

Nil

8. Related Documents, Standards & Guidelines

Council's Noxious Weeds guidelines.

9. Version Control & Change History

| Version | Date | Modified by | Details |
|---------|----------|-------------|--|
| V1.0 | 27/07/00 | Council | Adoption of Original Policy (Res No. 645/00) |
| V2.0 | 22/08/12 | Council | Review/Amended (Res No. 300/12) |
| V3.0 | 23/08/15 | Council | Review/Amended (Res No. 303/15) |
| V4.0 | 23/08/17 | Council | Review/Amended (Res No. 168/17) |
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DISPOSAL OF MINOR ASSETS INCLUDING PLANT MATERIAL & EQUIPMENT

Summary:

The purpose of this policy is to provide direction for the disposal of minor assets.

| | |
|---------------------------------|---|
| Policy Number | 2.161 |
| File Number | CM/159 |
| Document version | V5.0 |
| Adoption Date | 27 October 2021 |
| Approved By | Council |
| Endorsed By | Council |
| Minute Number | |
| Consultation Period | Nil |
| Review Due Date | October 2024 – 3 years |
| Department | Engineering / Infrastructure Services |
| Policy Custodian | Manager Asset & Program Planning |
| Superseded Documents | Disposal of Minor Assets including Plant Material and Equipment (Policy 2.161) 23 August 2017 - Minute 168/17 |
| Related Legislation | Nil |
| Delegations of Authority | Nil |

1. Overview

This policy sets out protocols for disposal of Council minor assets including plant, materials and equipment that are either obsolete, uneconomic to repair, or surplus to requirements.

2. Policy Principles

This policy seeks to ensure compliance with good financial guidelines when dealing with management of surplus asset items.

3. Policy Objectives

To provide guidance for the disposal of surplus minor assets.

4. Policy Statement

From time to time, Council has minor assets including plant, materials and equipment that are either obsolete, uneconomic to repair, or surplus to requirements. These surplus assets may be disposed of within the terms of this policy.

Policy:

- a) Minor assets are:
 - Assets such as furniture, plant, materials and equipment with a written down or assessed value less than \$50,000 and;
 - Not Real Property (land or buildings)
- b) This policy shall apply to minor assets which are
 - uneconomic to repair
 - surplus to current or future requirements
 - obsolete
- c) Wherever possible items selected for disposal shall be sold by way of public competition e.g. auction or quotation. Where goods are sold by auction and items have a significant value (expected sale price greater than \$2000) a reserve price shall be set by the Chief Executive or their delegate.
- d) Any item of significant value disposed of by a method other than public competition shall be reported to Council. The report is to include details of the item, purchaser and price.
- e) All items are to be sold on an 'as is where is' basis with Council accepting no responsibility for any faults or error of description.

5. Scope

This policy is applicable to minor assets which are uneconomic to repair, surplus to current or future requirements or obsolete.

6. Accountability, Roles & Responsibility

Elected Council

- Council Endorsement

General Manager, Executive and Management Teams

- Management of policies.

Management Oversight Group

- Review and Monitoring

Individual Managers

- Implementation of policy requirements

7. Definitions

Minor assets are:

- Assets such as furniture, plant, materials and equipment with a written down or assessed value less than \$50,000 and;
- Not Real Property (land or buildings)

8. Related Documents, Standards & Guidelines

Nil

9. Version Control & Change History

| Version | Date | Modified by | Details |
|---------|----------|-------------|--|
| V1.0 | 3/03/00 | Council | Adoption of Original Policy (Res No. 200/00) |
| V2.0 | 23/11/11 | Council | Review/Amended (Res No. 632/11) |
| V3.0 | 26/03/14 | Council | Review/Amended (Res No. 78/14) |
| V4.0 | 23/08/17 | Council | Review/Amended (Res No. 168/17) |
| | | | |
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PUBLIC GATES AND VEHICLE BYPASSES

Summary:

The purpose of this Policy is to manage the risk presented by Public Gates and Vehicle Bypasses on public roads on the shire road network.

| | |
|---------------------------------|---|
| Policy Number | 2.162 |
| File Number | CM/159 |
| Document version | V8.0 |
| Adoption Date | 27 October 2021 |
| Approved By | Council |
| Endorsed By | Council |
| Minute Number | |
| Consultation Period | Nil |
| Review Due Date | October 2024 – 3 years |
| Department | Engineering / Infrastructure Services |
| Policy Custodian | Manager Asset & Program Planning |
| Superseded Documents | Public Gates and Vehicle Bypasses (Policy 2.162) 23 August 2017 - Minute 168/17 |
| Related Legislation | Local Government Act (NSW) 1993; Roads Act (NSW) 1993; Roads (General) Regulation 2000. |
| Delegations of Authority | Nil |

1. Overview

The objectives of this Policy are to:

- reduce the risk presented by Public Gates and Vehicle Bypasses to road users, Council and property owners within the Shire of Tenterfield; and
- support procedures for the issuing of permits, inspection, evaluation and maintenance of Public Gates and Vehicle Bypasses within the Shire of Tenterfield.

2. Policy Principles

Compliance with appropriate road management legislation to ensure safety for road users.

3. Policy Objectives

Objectives of the policy are to guide landowners in the process of managing grid and gate structures located upon public roads.

4. Policy Statement

For reasons of public safety, road maintenance and risk management, Council's preference is for Public Gates and Vehicle Bypasses not to be installed on public roads. It is acknowledged however that gates and vehicle bypasses may be required under certain circumstances for genuine primary production purposes.

The aim of this Policy is to ensure that where Public Gates and Vehicle Bypasses are allowed that they must be installed, managed and maintained to an appropriate and consistent standard which minimises any safety risk to road users. Furthermore, all Public Gates and Vehicle Bypasses must be registered.

Council is authorised to issue Public Gate and Vehicle Bypass permits under the Roads Act 1993 and the Roads (General) Regulation 2000.

Public Gates and Vehicle Bypasses

1. A vehicle bypass is commonly known as a cattle grid (or stock crossing). The term vehicular bypass is to ensure consistency with the NSW Roads Act 1993 and Roads (General) Regulation 2000.
2. Vehicle Bypasses and Public Gates exist on Council's road network and may present a risk to road users, Council and property owners.
3. Tenterfield Shire Council is the roads authority responsible for all public roads within the Shire of Tenterfield, including classified roads, and is subsequently responsible for the management and safety for the travelling public.
4. The ownership and maintenance responsibilities for Public Gates and Vehicle Bypasses rest with the land owner as defined in Section 128 to 137 inclusive of the NSW Roads Act 1993 and Section 67 to 70 inclusive of the Roads (General) Regulation 2000 which provides the legislative framework for Tenterfield Shire Council, as a roads authority, to:
 - approve the issue of a permit to install a public gate or vehicle bypass on an unfenced public road where it intersects a boundary fence; and
 - revoke a public gate/vehicle bypass permit; and
 - require the construction of a vehicle bypass (grid) around a public gate; and
 - require the permit holder to undertake maintenance of the gate, vehicle by-pass and approach road; and
 - obtain the consent of the adjoining landowners of the land and give

notice of the proposal to erect a public gate or vehicle bypass on a public road; and

- make orders on persons not complying with the Act and Regulations.
5. Where possible, the removal of public gates and vehicle bypasses will be encouraged. Council recognises that the most satisfactory treatment for Public Road reserves is the provision of fencing on both sides of the road for the containment of stock.
 6. All existing Public Gates and Vehicle Bypasses must comply with the requirements of this Policy, including the design standards and permit conditions in the *Procedure for the Application and Consent of a permit to install a Public Gate and Vehicle Bypass (cattlegrid)* as amended from time to time. Council will carry out random inspections and make inspections as a result of a public complaint as to the structural integrity and compliance with the Policy specification.
 7. Public Gates and Vehicle Bypasses are assessed in accordance with the *Procedure for the Application and Consent of a permit to install a Public Gate and Vehicle Bypass (cattlegrid)* as amended from time to time.
 8. Failure of permit compliance within one month of advice will make permit holder liable for a permit revoking order.
 9. Council will not issue a new public gate or bypass permit on Class A roads (Regional Roads).
 10. No gates will be approved on the carriageway for roads classed as A, B and C in Council's Road Asset Management Plan. Vehicle bypasses may be approved, and will be required to have an accompanying gate.
 11. Public Gates or Vehicle Bypasses may be approved on roads classed as D in Council's Road Asset Management Plan.
 12. Council may not grant a public gate permit on a State or Regional road except with the concurrence of the Transport for NSW (TfNSW). Similarly, Council may not grant a public gate permit if the gate is part of a rabbit proof, dog proof or marsupial proof fence except with the concurrence of the local Rural Lands Protection Board.
 13. Where there is an anomaly with the implementation of this Policy or special circumstance prevails, the matter will be considered by Council.

5. Scope

The scope of this policy covers the approval process and installation requirements for new public gates and vehicle bypasses, and the ongoing maintenance process.

6. Accountability, Roles & Responsibility

Elected Council

- Council Endorsement

General Manager, Executive and Management Teams

- Management of policies.

Management Oversight Group

- Review and Monitoring

Individual Managers

- Implementation of policy requirements

7. Definitions

Nil

8. Related Documents, Standards & Guidelines

Application and consent of a permit to install a Public Gate and Vehicle Bypass (Cattle Grid).

Tenterfield Shire Council Road Asset Management Plan.

9. Version Control & Change History

| Version | Date | Modified by | Details |
|---------|----------|-------------|--|
| V1.0 | 24/08/00 | Council | Adoption of Original Policy (Res No. 740/00) |
| V2.0 | 24/01/03 | Council | Review/Amended (Res No. 25/03) |
| V3.0 | 26/09/03 | Council | Review/Amended (Res No. 544/03) |
| V4.0 | 22/08/12 | Council | Review/Amended (Res No. 302/12) |
| V5.0 | 26/06/13 | Council | Review/Amended (Res No. 203/13) |
| V6.0 | 29/06/16 | Council | Review/Amended (Res No. 156/16) |
| V7.0 | 23/08/17 | Council | Review/Amended (Res No. 168/17) |
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ATTACHMENT 1:
Procedure for the Application and Consent of a permit to install a Public Gate and Vehicle Bypass (Cattlegrid)

1. Purpose

To reduce the risks to landholders associated with Public Gates and Vehicle Bypasses through the development of a systematic approach to the approval, inspection, evaluation and maintenance of all Public Gates and Vehicle Bypasses.

2. Objectives

- Document a transparent system for the approval and licensing of Public Gates and Vehicle Bypasses;
- Identify construction standards;
- Define maintenance standards and responsibilities;
- Define registration and recording procedures;
- Provide a legal framework for the enforcement of the Policy;
- Ensure that their location does not materially affect the enjoyment of persons or parties wishing to use Council's road network.

3. Administration

Council is responsible for the management of all activities within the Road Reserve under the Roads Act 1993. Installation, maintenance and renewal of Public Gates and Vehicle Bypasses are activities which require the provision of a permit to carry out works within the road reserve (Section 138 Permit). The Public Gate and Vehicle Bypass permit owner will be required to obtain a Section 138 permit prior to commencing any work within the road reserve, inclusive of the payment of any fee as set annually through Council's adopted Fees and Charges.

The permit holder shall indemnify Council from any claim arising from an accident or injury associated with the public gate, vehicle bypass, approach road or associated signposting.

The Roads Act 1993, Sections 128 to 137 provide legislative directives for the management of Public Gates and Vehicle Bypasses specifying that to issue a permit the road must:

- Be unfenced;
- Pass through a parcel of land owned by the applicant;
- Intersect a boundary at the point of grid installation;
- Not be a State Highway without TfNSW concurrence.

3.1 Public gate and bypass Identification

Public Gates and Vehicle Bypasses will be identified using GPS coordinates, the road on which they are installed, and the distance from an identified intersection of that road.

3.2 Compliance with amendments to Revised Policy and Procedure

All new permits and renewed Public Gate and Vehicle Bypass permits shall be subject to the conditions specified in this procedure at full cost to the applicant.

Existing vehicle bypasses that are subject to public complaint and do not

comply with the design standards specified within this procedure shall be deemed to be structurally deficient and the permit shall be required to be renewed in accordance with the revised policy and procedure.

Where Council seals a road adjacent a gate or bypass, Council will pay for the upgrade costs. The permit holder will continue to be responsible for maintenance i.e. for seal maintenance over the 20m approaches rather than gravel maintenance.

4. Application for Public Gate and Vehicle Bypass Permit

4.1 Submitting an Application

To apply for a Public Gate and Vehicle Bypass Permit the owner of the land through which the public road passes must complete the Application to Erect a Public Gate / Vehicle Bypass and pay the applicable fee as set annually through Council's adopted Fees and Charges. Applicants must also obtain written consent from adjoining property owners for the erection of the proposed gate and/or vehicle bypass.

4.2 Council's Internal Administrative Procedures

- Registration;
- Site Inspection, location identified and photographed;
- Sight written consent from adjoining property owners for the erection of the proposed grid;
- Proposal advertised and call for submissions requested;
- Approval advertised with proposed installation 1 month after advertising;
- Consent issued to applicant.

4.3 Application Fee

Any person wishing to initiate an application to install a public gate or to construct a vehicle by-pass on a public road will be required to pay a fee on application. This fee is to cover the cost of advertising the application and other administrative matters that must be undertaken prior to the issuing of the permit.

The fee to be paid is set annually through Council's adopted Fees and Charges.

5. Design Standards

5.1 Cattle Grid & Base

A number of companies manufacture prefabricated cattle grid units. Council approval for the use of these units is dependent on their compliance with Council's structural design standards, which are that the structure is capable of carrying a B-Double truck or a HS20-T44 loading and have the dimensions as specified below for the particular road hierarchy. Privately manufactured cattle grids will require a certification of compliance from a Structural Engineer. Manufacturer's TfNSW certified cattle grids will be approved by Council.

Installation requirements

- Steel grids are level with the approach road surface, are free from defects and will not cause any damage to tyres;
- The concrete bases and surrounds are free from defects and provide

- continuous support for the grid;
- Posts on either side of the grid are painted white and fitted with reflectors facing along the road in each direction.

Width

- The trafficable width of all vehicle bypasses shall be a minimum of 1 metre wider than the sealed road width on the approaches up to a maximum of 6.0 metre; and
- Council shall consider other widths separately for roads carrying higher traffic volumes, carrying large numbers of heavy vehicles, with restricted sight distance on approaches and to accommodate the pavement width for the class of road.

5.2 Public Gates construction requirements

- The posts on either side of the gate must be fitted with reflectors facing along the road in each direction and painted white; and
- The minimum trafficable width of a public gate shall be 3.6 metres.
- The gate shall be made from galvanised steel.
- The gate shall be free swinging and shall remain unlocked at all times.
- The permit holder of the gate shall ensure that the road which services the gate is constructed and maintained to a standard such that it is negotiable by normal two (2) wheel drive vehicles at any time.
- The permit holder of the gate shall also ensure that the signposting as listed in section 5.4 below is installed and maintained.

5.3 Vehicle Bypass approaches

- The owner is responsible for the maintenance of the road carriageway for a distance not exceeding 20 metres from each side of the structure and for the width specified in the Permit as identified in Part 6 Clause 70 of the Roads (General) Regulation 2000. Council reserves the right to vary the distance based on the circumstances of the application.
- The approach road shall be constructed with a gravel pavement of sufficient thickness to carry any vehicle that may be required to use the road. The gravel pavement shall be constructed to the requirements of Tenterfield Shire Council.
- Where the grid is installed on a sealed road, the seal must be reinstated following installation of the bypass.

5.4 Signposting

- The warning signposting on both approaches are clean and legible and the post is straight and at the correct height
- Grid (or gate) warning signs (W5-16B) shall be erected on steel posts at 1.5 metres to the bottom of the sign on both approaches to the vehicle by-pass at distances between 60m and 210m prior to the structure – refer to Table A at Appendix D and E.

6. Construction

All work shall be carried out in accordance with the NSW Workplace Health and Safety Requirements, the Roads Act 1993, Roads (General) Regulation 2000 and applicable Australian Standards. The construction and upgrading of the permitted Public Gate, Vehicle Bypass and associated signposting shall be at the full cost of the holder(s) of the gate permit.

Prior to constructing a Public Gate and/or Vehicle Bypass, the owner of the land through which the public road passes must complete an Application to Erect a Public Gate / Vehicle Bypass. In addition, a Section 138 Permit must be obtained. All applicable fees associated with the Public Gate and/or Vehicle Bypass application must also be paid.

7. Inspections

7.1 Proactive Inspections

The Permit holder is responsible for carrying out regular inspections to ensure that the public gate and vehicle bypass complies with the design standards.

Council will during its routine road risk assessment inspections, identify any observable defects and inform the permit holder of these defects.

7.2 Reactive Inspections

Council staff will respond to customer service public complaints that request inspection. Any defects observed during the course of such inspections will be forwarded to the permit holder for their attention.

7.3 Observable Defects

Any observable defects identified by Council during any proactive or reactive inspection shall be rectified by the Permit holder at their full cost and in a timely manner, with the work being performed to the satisfaction of Council.

8. Maintenance

8.1 Rectification of Defects - Repairs

The maintenance of permitted public gates and vehicle bypasses shall be the sole responsibility of the permit holder. Maintenance shall be carried out on a timely basis to ensure the safety of the travelling public along the road is not compromised.

Structural repairs must be completed within one (1) month of the issue of the order and safety defects must be rectified within two (2) months of the issue of the order. Council may also impose a penalty in accordance with the Roads Act 1993 for non-compliance.

Where maintenance is to be undertaken on a Public Gate and/or Vehicle Bypass, the owner of the land through which the public road passes must obtain approval from Council through a Section 138 Permit, inclusive of payment of any fees.

8.2 Failure to Maintain

Failure to ensure that maintenance on vehicle bypasses is carried out may result in Council revoking the Public Gate or Bypass Permit. As a result of an inspection identifying a defect the permit holder will be advised of the defect and ordered to carry out repairs to meet the requirements of the Order. If the Public Gate Permit Holder fails to meet the requirements of the Order, then the Permit will be revoked and the structure removed from the road reserve at the full cost of the Permit Holder. Any materials salvaged will remain the property of Council.

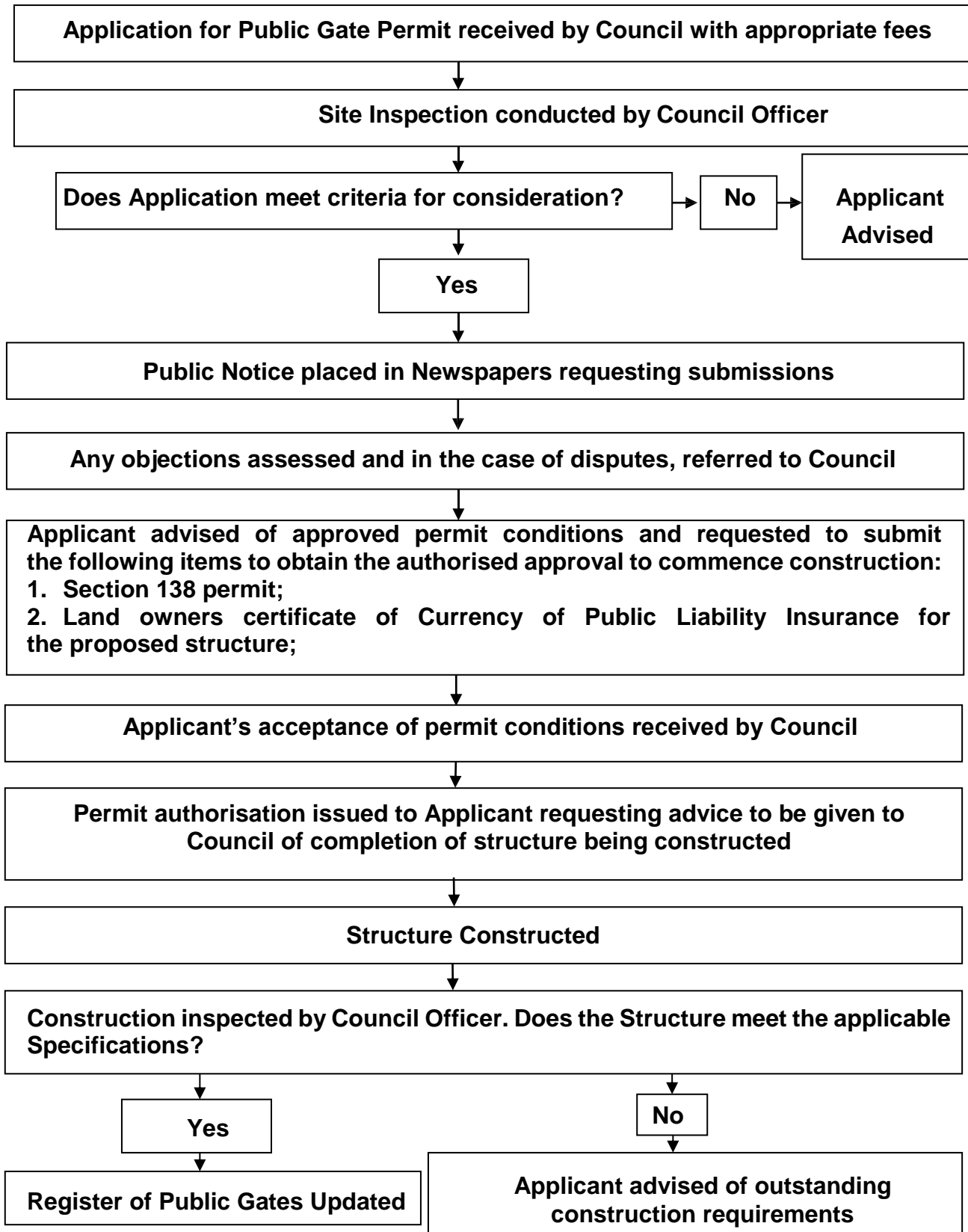
8.3 Vehicle Bypasses in a Dangerous Condition

When a vehicle bypass is deemed to be in a dangerous condition and the Permit Holder cannot be contacted quickly, Council will carry out temporary road restoration measures which may include removal or infilling the grid. All costs incurred by Council for these emergency works and any costs from damage or injury caused by the structure will be the sole responsibility of the permit holder.

8.4 Penalty for Non-Compliance

If any person fails to carry out their obligations under this document following the service of Council's Maintenance Orders, then Council will apply the statutory procedures for compliance and the levying of penalties as specified in the Roads Act 1993.

**APPENDIX B
FLOWCHART FOR PERMIT APPLICATIONS**



**APPENDIX C
APPLICATION TO ERECT A PUBLIC GATE / VEHICLE BY-PASS**



APPLICATION TO ERECT A PUBLIC GATE/VEHICLE BY-PASS, Roads Act 1993

I / We _____ of _____
hereby apply to Tenterfield Shire Council as the roads authority for permission to erect a public gate and/ or vehicle by-pass across the unfenced road at the location detailed in Schedule A below.

I / We agree to:

- Erect the gate, a vehicle by-pass, drainage and associated signposting at the site of the public gate in accordance with Council’s Policy Statement No 2.162 and at our full cost.
- Comply with all the provisions of the Roads Act 1993 (Sections 128 to 137 inclusive), the Roads (General) Regulation 2000 (Sections 67 to 70 inclusive) and Council’s Policy Statement No. 2.162 with respect to the maintenance of the gate, the vehicle by-pass, signposting and the approach road.
- Comply with the specific conditions set out in the permit issued by Council.
- Not commence works until one (1) month after the published advertisement notifying of the issue of the permit.
- Pay the application fee for the issue of permit as set annually by Council in its Fees and Charges;
- Indemnify Council from any claim for accident or injury incurred by the public (\$20,000,000), and provide a copy of current Public Liability insurance policy (if available) which shows inclusion of the works detailed in Schedule A.
- Undertake repairs and any maintenance necessary to the gate, the vehicle by-pass, signposting and the approach road to ensure the continuous serviceability and safety of the travelling public along the road.
- Attach any Detailed Plans and specifications of the proposed the public gate and/or vehicular bypass.
- Provide a site plan which indicates the location of the public gate / vehicular bypass in relation to the adjoining roads and property lots.

SCHEDULE A – LOCATION OF PROPOSED PUBLIC GATE / VEHICLE BY-PASS

| | | | |
|------------------|--|---------------|--|
| Road Name | | | |
| Location | | | |
| RAN | | Parish | |
| Lot | | DP | |

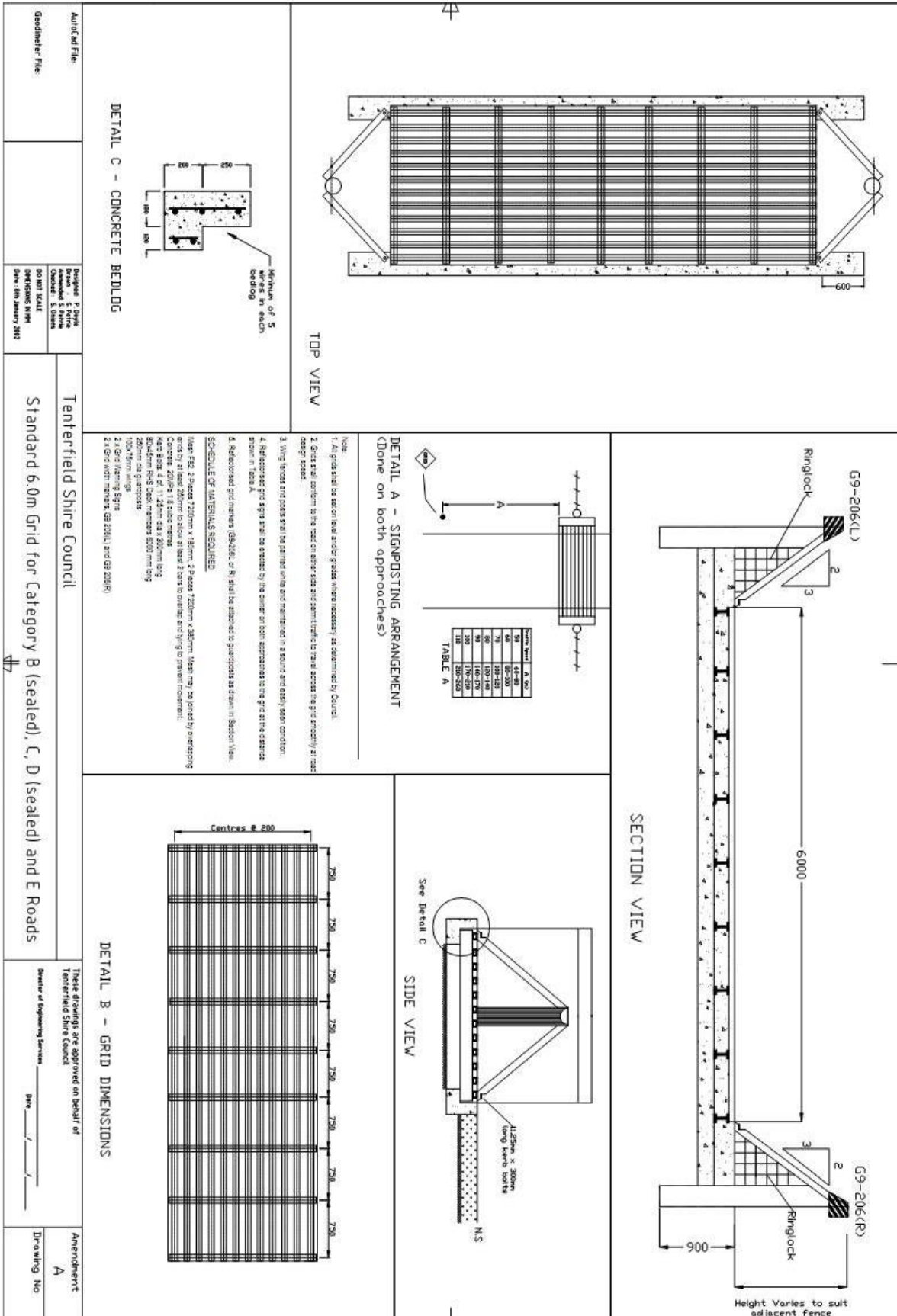
SCHEDULE B – APPLICANT CONTACT DETAILS

| | | | |
|-----------------------|--|--------------|--|
| Postal Address | | | |
| Phone Number | | Email | |

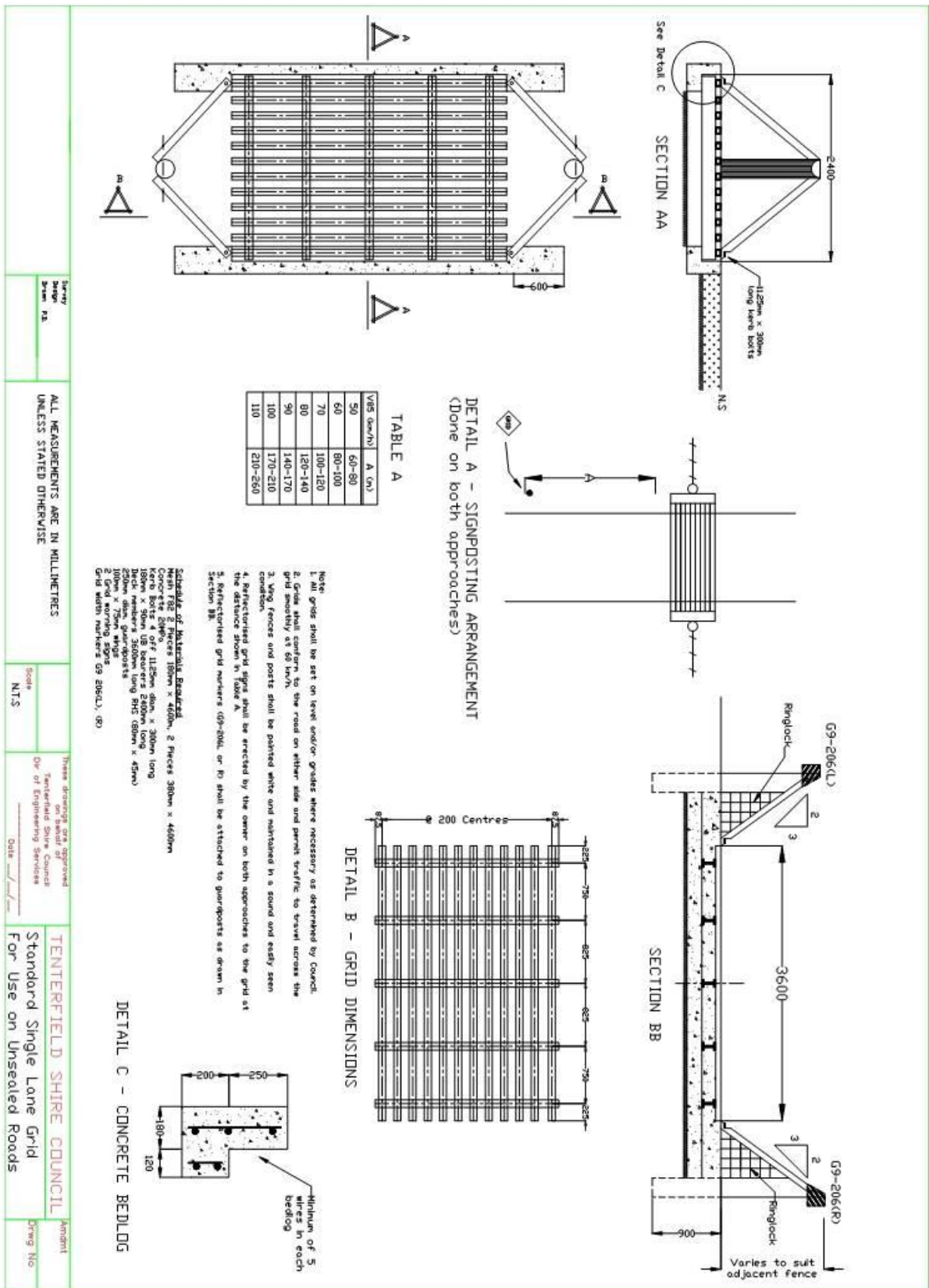
Signature of Applicant(s): **Date:**

| Council Use Only. | |
|------------------------------|--------------------------|
| Application Fee: | Inspection Date: |
| Date Paid: | Permit Number: |
| Receipt Number: | Date Issued: |
| Submission Advertising Date: | Notice Advertising Date: |

APPENDIX D STANDARD DRAWING 6.0 M WIDE VEHICLE BYPASS



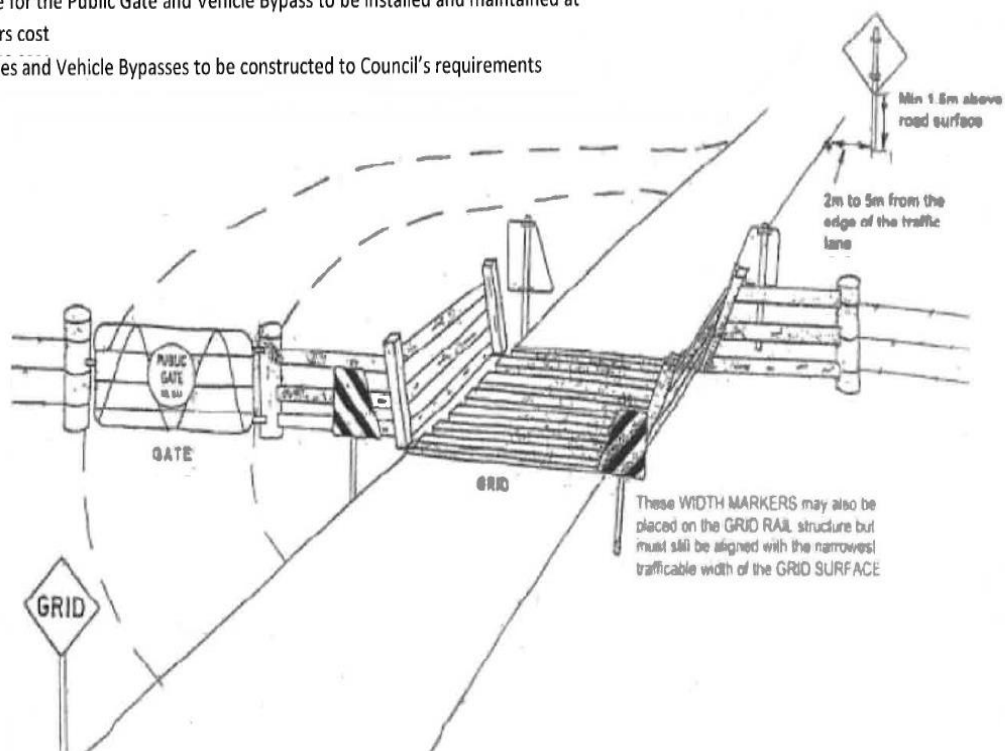
APPENDIX E STANDARD DRAWING SINGLE LANE GRID



APPENDIX F TYPICAL ARRANGMENT – PUBLIC GATE AND VEHICLE BYPASS

Notes:

- The Permit holder is responsible for maintenance of the road carriageway for a distance not exceeding 20 metres from each side of the grid
- Grid to have at least 300mm clearance to the underside of the entire grid
- Where possible, roadside drainage should be directed under the grid to aid self-cleansing of the grid
- The minimum permissible grid width is 3.6 metres
- The maximum permissible grid width is 6.0 metres
- The minimum trafficable width of a public gate is 3.6 metres
- The gate shall be free swinging and remain unlocked at all times
- All signage for the Public Gate and Vehicle Bypass to be installed and maintained at landowners cost
- Public Gates and Vehicle Bypasses to be constructed to Council's requirements





ROADSIDE MEMORIALS / COMMEMORATIVE MARKERS

Summary:

The purpose of this Policy is to establish guidelines for the installation, construction and maintenance, and removal of roadside memorials and/or commemorative markers.

| | |
|---------------------------------|--|
| Policy Number | 2.180 |
| File Number | CM/159 |
| Document version | V5.0 |
| Adoption Date | 27 October 2021 |
| Approved By | Council |
| Endorsed By | Council |
| Minute Number | |
| Consultation Period | Nil |
| Review Due Date | October 2024 – 3 years |
| Department | Engineering / Infrastructure Services |
| Policy Custodian | Manager Asset & Program Planning |
| Superseded Documents | Roadside Memorials / Commemorative Markers (Policy 2.180) 23 August 2017 - Minute 168/17 |
| Related Legislation | NSW Roads Act 1993 NSW Local Government Act 1993 |
| Delegations of Authority | Nil |

1. Overview

The purpose of this Policy is to establish guidelines for the installation, construction and maintenance, and removal of roadside memorials and/or commemorative markers.

2. Policy Principles

Compliance with legislative requirements for road management while providing appreciation to the sensitive nature of roadside memorials.

3. Policy Objectives

The objectives of the Policy are to guide appropriate installation of roadside memorials and/or commemorative markers within the shire road network.

4. Policy Statement

Council recognises that some members of the community, when touched by tragedy, may wish to mark the location of a fatal crash on the public road network by the establishment of a roadside memorial.

Council will deal sensitively with requests for the establishment of roadside memorials but will not encourage their placement.

Council also recognises that some members of the community wish to identify historically significant locations through the use of commemorative markers.

Applicability

This Policy applies to Council's local road network only. Proposals in respect of main roads are subject to Transport for NSW (TfNSW) approval.

Detailed Requirements and Performance Standards

In dealing with requests from the community for a roadside memorial or commemorative marker, the following criteria will be considered.

Location

A memorial/commemorative marker should be located in a position where it will not distract drivers' attention from the driver task or interfere with the role of any traffic control item.

In the interest of the safety of other road users and persons installing memorials, a memorial/commemorative marker should be located in a position where it will not be hazardous to passing traffic or prevent appropriate maintenance of the road reserve. The TfNSW's Clear Zone Guidelines should be used to assess this.

Applicants should be made aware of any possible risks in visiting roadside memorials/commemorative markers and should be advised of safe practices in this regard, e.g. stopping clear of traffic. Wherever possible, the location should be chosen to minimise risk.

Only one (1) roadside memorial/commemorative marker to be installed in respect of each accident or incident.

Construction

A memorial/commemorative marker must be constructed of material or installed in a way that will not cause injury if struck by a vehicle. Where a long lasting memorial/commemorative marker is required which incorporates a plaque, it should ideally be placed horizontally as close to the ground surface level as possible.

Other

Any objection or complaint from nearby residents or from road users regarding any aspect of memorials/commemorative markers, including the activity of visitors to the memorial/commemorative marker, should be carefully considered and if necessary the memorial/commemorative marker should be relocated or removed.

Applicants should be advised that Council is not able to accept responsibility for the maintenance of memorials/commemorative markers, or any loss, damage, removal or relocation of roadside memorials/commemorative markers that may occur due to road maintenance or construction activities.

In general, a time limit of twelve (12) months will be allowed for memorials/commemorative markers of a temporary nature.

Arrangements for the placement of memorials/commemorative markers shall be made in accordance with these Policy Guidelines.

Relocating and removing a roadside memorial/commemorative marker

During roadworks and maintenance, Council may need to move a roadside memorial. In such cases, Council will endeavour to:

- Identify memorials that may be affected by the work;
- Contact the family, if known, and work with them to safely store the memorial until the work is complete;
- Consider the family's views on how best to re-create or relocate the memorial.

If a memorial's owner cannot be located, Council will store the memorial off site for an appropriate length of time.

If Council identifies that a roadside memorial is a road safety hazard or does not comply with this Policy, it will be removed and stored or relocated. Every effort will be made to contact those concerned before this action is taken.

5. Scope

The scope of this policy relates to public roads within the Tenterfield Shire.

6. Accountability, Roles & Responsibility

Elected Council

- Council Endorsement

General Manager, Executive and Management Teams

- Assess and determine applications for temporary or permanent memorials/commemorative markers.
- Advise applicants and relevant members of the public of Council's Policy in regard to this issue.
- Direct removal/relocation of memorials/commemorative markers.

Management Oversight Group

- Review and Monitoring

Individual Managers

- Implementation of policy requirements

7. Definitions

A **roadside memorial or commemorative marker** is any object constructed, erected or placed on the road or within the road reserve to serve as a monument to indicate a roadside fatality, or to serve as a tribute. Memorials or commemorative markers, may include items such as wooden crosses, coloured posts, flowers or any type of construction with or without plaques or inscriptions.

A **Public Road** means any road that is opened or dedicated as a public road under the NSW Roads Act 1993 or any other Act or Law and includes”

- (a) The land adjoining a road commonly referred to as the verge or roadside reserve;
- (b) A bridge, culvert or causeway; or
- (c) A laneway, walkway or cycleway;

But, does not include a classified road under the care and control of Transport for NSW (TfNSW).

8. Related Documents, Standards & Guidelines

Council has powers pursuant to the NSW Local Government Act 1993 and NSW Roads Act 1993 to regulate the use of its road reserves. In particular, Section 138 of the Roads Act states:

(1) A person must not:

- (a) erect a structure or carry out a work in, on or over a public road, or
- (b) dig up or disturb the surface of a public road, or
- (c) remove or interfere with a structure, work or tree on a public road, otherwise than with the consent of the appropriate road authority.

(2) A consent may not be given with respect to a classified road except with the concurrence of Transport for NSW.

(3) If the applicant is a public authority, the roads authority and, in the case of a classified road, Transport for NSW must consult with the applicant before deciding whether or not to grant consent or concurrence.

(4) This section applies to a roads authority and to any employee of a roads authority in the same way as it applies to any other person.

TfNSW Road Design and Technical Directions.

9. Version Control & Change History

| Version | Date | Modified by | Details |
|----------------|-------------|--------------------|--|
| V1.0 | 24/08/00 | Council | Adoption of Original Policy (Res No. 780/00) |
| V2.0 | 22/08/12 | Council | Review/Amended (Res No. 303/12) |
| V3.0 | 26/08/15 | Council | Review/Amended (Res No. 268/15) |
| V4.0 | 23/08/17 | Council | Review/Amended (Res No. 168/17) |
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TENTERFIELD CBD WORKS

Summary:

The purpose of this Policy is to guide the scheduling and notification of major and minor works undertaken by Council in Tenterfield Central Business District (CBD).

| | |
|---------------------------------|---|
| Policy Number | 2.201 |
| File Number | CM/159 |
| Document version | V5.0 |
| Adoption Date | 27 October 2021 |
| Approved By | Council |
| Endorsed By | Council |
| Minute Number | |
| Consultation Period | Nil |
| Review Due Date | October 2024 – 3 years |
| Department | Engineering / Infrastructure Services |
| Policy Custodian | Manager Asset & Program Planning |
| Superseded Documents | Tenterfield CBD Works (Policy 2.201) 23 August 2017 - Minute 168/17 |
| Related Legislation | Nil |
| Delegations of Authority | Nil |

1. Overview

A guide to undertaking works in the Tenterfield Central Business District (CBD).

2. Policy Principles

To provide consultation with key stakeholders for works undertakings in the CBD.

3. Policy Objectives

- To ensure business owners are suitably informed of works that may impact their operations.
- To ensure residents in the CBD are informed of works in the main centre of the town.
- To ensure the broader community are advised of works undertakings proposed for the CBD area.
- To ensure visitors to the shire at key tourism times are not unduly impacted by works.

4. Policy Statement

The purpose of this Policy is to guide the scheduling and notification of major and minor works undertaken by Council in Tenterfield Central Business District (CBD).

5. Scope

Procedure for Major Works

In planning Major Works to be undertaken within Tenterfield CBD, it is the responsibility of the appropriate Director to ensure that subordinate staff commit to the following activities prior to scheduling any work:

3.1 Check Dates

Works shall not take place during School or Public Holidays, nor during any major community event (e.g. opening of facilities, commemorative events), public activity or festival.

In addition, Major Works shall not be conducted on the day prior to or the day after:

- a public holiday long weekend; and*
- school holiday periods; and*
- a Major community event, activity or festival.*

The only exception to this is a continuing work, that may be left idle, but safe and tidy for the duration of the particular School or Public Holiday, major event, public activity or festival, or a work that has been duly assessed as having negligible or no impact to business undertakings and traffic movements in the Tenterfield CBD.

3.2 Advertising the Major Works

The advertising of the proposed Major Work shall take place in the planning phase, no less than one (1) month prior to the planned commencement date of the work. This will ensure that the community is advised well in advance of the likely impacts of the proposed Major Work and are able to provide feedback to Council, if required.

Advertising shall be limited to two (2) subsequent issues of the Tenterfield Star or editorial in Council's fortnightly newsletter, provided that the response period shall be no less than two (2) weeks from the first date of the advertisement or editorial.

3.3 Responses received from the Community

Responses received from the community are to be acknowledged in writing and critical information taken into account of in the planning

and sequencing of the work. The officer actioning the response is to document each issue raised and describe how it is to be addressed in the planning and sequencing of the work.

Where a Major Work is likely to impact one or more businesses or residences, the planning process is to involve written advice of the proposed work, followed by a face-to-face meeting with the affected party/ies. All aspects of the work are to be explained and the needs of the resident or business operator taken into account wherever possible.

Minor Works

This Policy does not require notification in respect of the undertaking of minor works, which may be scheduled at any time.

Unplanned Urgent or Emergency Works

The carrying out of Major Work that is unplanned, urgent or an emergency in nature must be communicated to the Mayor and Chief Executive as soon as practicable. In addition, Ten FM should be contacted so that the unplanned, urgent or emergency work can be broadcast to the Tenterfield community. In each case the Council officer must detail the circumstances pertaining to the activity, describe the likely impacts if any, and estimate the length of duration of the proposed works to be undertaken.

6. Accountability, Roles & Responsibility

Elected Council

- Council Endorsement

General Manager, Executive and Management Teams

- Management of policies.

Management Oversight Group

- Review and Monitoring

Individual Managers

- Implementation of policy requirements

7. Definitions

The following definitions apply to this Policy:

Major Works: Work of a significant nature in terms of likely disruption to traffic, to pedestrian traffic (at one or more frontages), or that alienates parking for a duration longer than one (1) hour. Typical examples include: reseal works, mains replacement, tree removal works

(large trees requiring the use of heavy machinery), extensive footpath replacement (as opposed to localised limited width work), and all construction/reconstruction works including manhole replacement/raising and drainage works.

Minor Works: Work having either a short duration (under one (1) hour) and/or having negligible or localised impact on a specific location. Typical examples include: under-awning lighting maintenance works, bitumen pothole patching, edging and sealed pavement defect rectification, line-marking, sign replacement / maintenance / relocation, hydrant / valve maintenance or replacement works, removal of sewer chokes, asset inspections, survey works, routine gardening, mowing works, small site-specific footpath repair works, drainage pit cleaning.

Tenterfield CBD: The Tenterfield CBD is the area generally bounded by:

- Northern extremity – Martin Street intersection;
- Southern extremity – Douglas Street intersection;
- Western extremity – an alignment along the eastern kerb-side of Scott Street, extended north to south;
- Eastern extremity – the western kerb-side of Logan Street.

School Holidays: Includes all NSW School Holidays as per the schedules released by the NSW Department of Education, but excluding Pupil-Free days.

Public Holidays: All NSW Public Holidays applying State-wide.

8. Related Documents, Standards & Guidelines

Nil

9. Version Control & Change History

| Version | Date | Modified by | Details |
|---------|----------|-------------|--|
| V1.0 | 28/06/01 | Council | Adoption of Original Policy (Res No. 449/01) |
| V2.0 | 22/08/12 | Council | Review/Amended (Res No. 306/12) |
| V3.0 | 28/11/15 | Council | Review/Amended (Res No. 343/15) |
| V4.0 | 23/08/17 | Council | Review/Amended (Res No. 168/17) |
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