



# **Ordinary Meeting of Council**

**23 March 2022**

**UNDER SEPARATE COVER  
ATTACHMENTS**

**ITEMS 9.8 – 14.1**



**QUEANBEYAN-PALERANG REGIONAL COUNCIL  
ORDINARY MEETING OF COUNCIL**

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# **QUEANBEYAN-PALERANG REGIONAL COUNCIL**

## **Council Meeting Attachment**

**23 MARCH 2022**

ITEM 9.8            COUNCILLOR & STAFF INTERACTION POLICY - POST  
PUBLIC-EXHIBITION REPORT

ATTACHMENT 1    COMMUNITY ENGAGEMENT REPORT - COUNCILLOR AND  
STAFF INTERACTION POLICY



# Councillor and Staff Interaction Policy Post-Exhibition Report



## Councillor and Staff Interaction Policy

|                          |                         |                        |
|--------------------------|-------------------------|------------------------|
| Date policy was adopted: | 6/10/22                 | CEO Signature and date |
| Resolution number:       |                         |                        |
| Next Policy review date: | September 2024          |                        |
| Reference number:        | 52.5.4                  |                        |
| Strategic pillar:        | Organisation capability |                        |
| Responsible Branch:      | Workplace & Governance  |                        |

[qprc.nsw.gov.au](http://qprc.nsw.gov.au)

REPORT | COMMUNITY ENGAGEMENT | **Councillor and Staff Interaction Policy**

### Executive Summary of engagement report:

At its meeting of 12 January 2022, Council resolved to place the Councillor and Staff Interaction Policy on public exhibition for 28 days. The Model Policy public exhibition period was from 17 January 2022 – 24 February 2022 which invited submissions prior to the Policy going back to Council for adoption.

### Participation in engagement:

Over the 28 days, the Policy, exhibited on 'Your Voice', had 101 total visits and 48 document downloads. A total of 5 submissions were received as listed in the table below.

### Comments received:

| Submitter: | Submission:   | Council response   | Recommendation              |
|------------|---|--|-----------------------------|
| 1          | As a ratepayer who has had little success in my few attempts to have council staff respond to written or phoned enquiries about specific issues, I read the Policy with increasing amazement. It seems to be the strong intention to make it harder for councillors to speak with staff, to protect staff from councillors and thus by definition, from ratepayers.   | <b>This Policy is derived from the Office of Local Government's Model Policy. The aim is to promote positive, professional working relationships between Councillors and staff which is a key element of any Council's success.</b>  | <b>No changes to Policy</b> |
| 2          | Yes, this policy goes part way in explaining why the community is so disappointed in the lack of means of communication between community and community reps and the council officers. Neither the public nor the elected councillors (the community itself) can access the people making decisions on behalf of that same community without going through the bottleneck of the CEO. Authority to discuss matters with councillors (and the public) should be devolved down the "chain of command" to unit chiefs not left with the CEO. Give the staff authority to discuss the decisions they are making with the "subjects" of those decisions. This authority must be removed from the CEO as it gives that person a "chokehold" on information which the voters do not want them to have over the elected reps. | <b>The CEO is responsible for the efficient and effective day-to-day operation of the Council and for ensuring that lawful decisions of Council are made and implemented without undue delay. Given all staff are accountable to the CEO, who is in turn accountable to the Council's governing body, it is appropriate that all correspondence comes via the CEO.</b> | <b>No changes to Policy</b> |
| 3          | I believe that Councillors should be able to speak to Heads of Departments without reference to the CEO. Councillors and Senior Executives should be professional enough for this to occur and it can   | <b>Council's organisation structure includes a CEO and four Portfolio General</b>  | <b>No changes to Policy</b> |

REPORT | COMMUNITY ENGAGEMENT | **Councillor and Staff Interaction Policy**

| Submitter: | Submission:   | Council response  | Recommendation       |
|------------|---|---|----------------------|
|            | facilitate Councillors work. It certainly worked well at Queanbeyan City Council and I know that a sense of team was developed which assisted everyone. Mayor, Councillors, CEO and Senior Staff should all be working as a team for the benefit of the community.  | <b>Managers, who are the equivalent of Heads of Departments. The Portfolio General Managers are responsible for broad areas of Council's business. The Policy states that authorised staff include Portfolio General Managers, Governance staff and Communications staff. The councillors and senior staff (CEO and PGMs) work together closely to manage matters.</b>  |                      |
| 4          | None - looks sound to me. Operates the way it should  | None required   | No changes to Policy |
| 5          | <p>The proposed policy actively prevents a free and open flow of information between council staff and the elected representatives chosen by the QPRC community. It places the council CEO as ultimate gatekeeper to any possible information flow.</p> <p>If decisions or actions are made by staff behind closed doors, there is no capacity for elected representatives (and by extension the council ratepayers) to become aware of them until such time as they are a fait accompli unless the CEO deems that it is in his or her interest, and seemingly little means by which elected representatives can modify poor decisions or actions in a timely manner.</p> <p>This policy massively removes oversight and accountability on the part of the QPRC public servants and staff and undermines any semblance of good governance and transparency.</p> | <p><b>Communication between staff and elected representatives forms an important part of Council's operations, however there is a requirement to have measures in place to ensure the correct procedures are followed.</b></p> <p><b>The NSW Office of Local Government has released a model code regarding councillor and staff interaction and that is mirrored in QPRC's policy.</b></p> <p><b>Each week, staff prepare a 'Councillors Catch Up' which is designed to provide councillors with an update on what has occurred over the past week, what is coming up and what</b></p> | No changes to Policy |

REPORT | COMMUNITY ENGAGEMENT | **Councillor and Staff Interaction Policy**

| Submitter: | Submission: | Council response  | Recommendation |
|------------|-------------|---|----------------|
|            |             | <p>contentious matters may be occurring. Generally, information in this publication is able to be shared with the public by councillors, however, depending on situations, staff may mark an item 'confidential' meaning that councillors are unable to share that information.</p> <p>Additionally, Council staff hold councillor workshops to bring councillors up to date on key matters before they arrive at a Council meeting.</p> <p>All questions asked by councillors are published in the business paper at Ordinary Meetings.</p> <p>Staff make decisions based on the delegations they have been afforded by Council and the CEO.</p> |                |

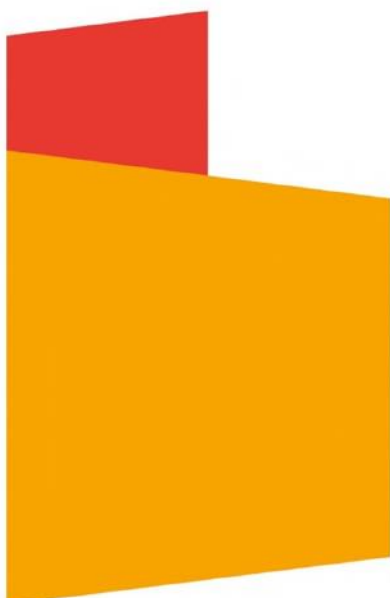
# **QUEANBEYAN-PALERANG REGIONAL COUNCIL**

## **Council Meeting Attachment**

**23 MARCH 2022**

ITEM 9.8 COUNCILLOR & STAFF INTERACTION POLICY - POST  
PUBLIC-EXHIBITION REPORT

ATTACHMENT 2 COUNCILLOR AND STAFF INTERACTION POLICY



# Councillor and Staff Interaction Policy

|                                 |                         |                               |
|---------------------------------|-------------------------|-------------------------------|
| <b>Date policy was adopted:</b> |                         | <b>CEO Signature and date</b> |
| <b>Resolution number:</b>       |                         |                               |
| <b>Next Policy review date:</b> | September 2024          |                               |
| <b>Reference number:</b>        | 52.5.4                  |                               |
| <b>Strategic Pillar</b>         | Organisation Capability |                               |
| <b>Responsible Branch</b>       | Workplace & Governance  |                               |

## Councillor and Staff Interaction Policy

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### 1. OUTCOMES

- 1.1 Interactions between Councillors and staff are necessary to enable well-informed decision-making and provide a high standard of Council services to the QPRC community.
- 1.2 This Policy sets out the obligations of Councillors in exercising their civic duties by specifically addressing their ability to interact and receive advice from authorised staff.

### 2. POLICY

- 2.1 In accordance with Council's Code of Conduct, Councillors, Administrators and staff are expected to conduct their interactions with each other respectfully, professionally, objectively, honestly and ethically.
- 2.2 All access to staff other than the Chief Executive Officer (CEO) by Councillors is to be authorised by the CEO.
- 2.3 Only those staff nominated by the CEO can provide information and advice to Councillors.
- 2.4 Contact by Councillors with staff other than authorised staff should be through the CEO in the first instance and with the approval of the relevant Portfolio General Manager.

### 3. SCOPE OF THE POLICY

- 3.1 This Policy applies to the QPRC Mayor or Administrator, Councillors and Council employees, including contract and casual employees engaged by Council.

### 4. DEFINITIONS

*Authorised staff* — Staff authorised by the CEO to interact with or provide advice to Councillors, namely the Executive staff (Portfolio General Managers), Governance staff and Communications staff.

### 5. LEGISLATIVE OBLIGATIONS AND/OR RELEVANT STANDARDS

- *NSW Local Government Act 1993* (ss.226 and 232)
- *NSW Local Government (General) Regulation 2005*
- *NSW Government Information (Public Access) Act 2009*
- *NSW Privacy and Personal Information Protection Act 1998*
- QPRC Code of Conduct
- QPRC Code of Meeting Practice

### 6. CONTENT

#### 6.1 *Obligations of Councillors*

##### 6.1.1 Councillors or administrators **must not**:

- (a) Direct Council staff other than by giving appropriate direction to the CEO in the performance of Council's functions by way of Council or committee resolution, or by the Mayor or Administrator exercising their power under section 226 of the *NSW Local Government Act 1993*.



## Councillor and Staff Interaction Policy

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- (b) In any public or private forum, direct or influence or attempt to direct or influence, any other member of the staff or a delegate of the Council in the exercise of the functions of the member or delegate.
- (c) Contact a member of the staff of the Council on Council-related business unless in accordance with the policy and procedures governing the interaction of Councillors and Council staff that have been authorised by the Council and the CEO.
- (d) Contact or issue instructions to any of Council's contractors or tenderers, including Council's legal advisers, unless by the Mayor or Administrator exercising their power under section 226 of the Act. This does not apply to the Chair of Council's Audit, Risk and Improvement Committee who may be provided with any information by individual Councillors reasonably necessary for the Committee to effectively perform its functions.
- (e) Councillors must not take advantage of their official position to improperly influence other Councillors or members of Council staff in the performance of their civic or professional duties for the purpose of securing private benefit for themselves or for another person.

### 6.2 *Obligations of Staff*

#### 6.2.1 Members of staff of Council **must**:

- (a) Carry out lawful directions given by any person having authority to give such directions.
- (b) Give effect to the lawful decisions, policies, and procedures of the Council, whether or not the staff member agrees with or approves of them.

#### 6.2.2 In circumstances where staff are unsure whether or not they should provide information to, or respond to a request from a Councillor, they should refer the matter to their relevant Portfolio General Manager or to the CEO, or request that the Councillor make the request through the CEO.

#### 6.2.3 Information provided by authorised staff to any Councillor must be provided to all Councillors.

## 7. **REVIEW**

#### 7.1 This policy will be reviewed every four years or as required by changes to:

- (a) Legislation; or
- (b) Council's functions, structure or activities.

# **QUEANBEYAN-PALERANG REGIONAL COUNCIL**

## **Council Meeting Attachment**

**23 MARCH 2022**

ITEM 9.10 INVESTMENT REPORT - FEBRUARY 2022

ATTACHMENT 1 INVESTMENT REPORT PACK - FEBRUARY 2022



# Investment Report Pack

Queanbeyan-Palerang Regional Council

As At 28 February 2022



## Contents

1. Budget vs Actual Interest Income 1 July 2021 to 30 June 2022
2. Portfolio Valuation As At 28 February 2022
3. Portfolio Compliance As At 28 February 2022
4. Portfolio Statistics For Period Ending 28 February 2022



## 1. Budget vs Actual Interest Income 1 July 2021 to 30 June 2022

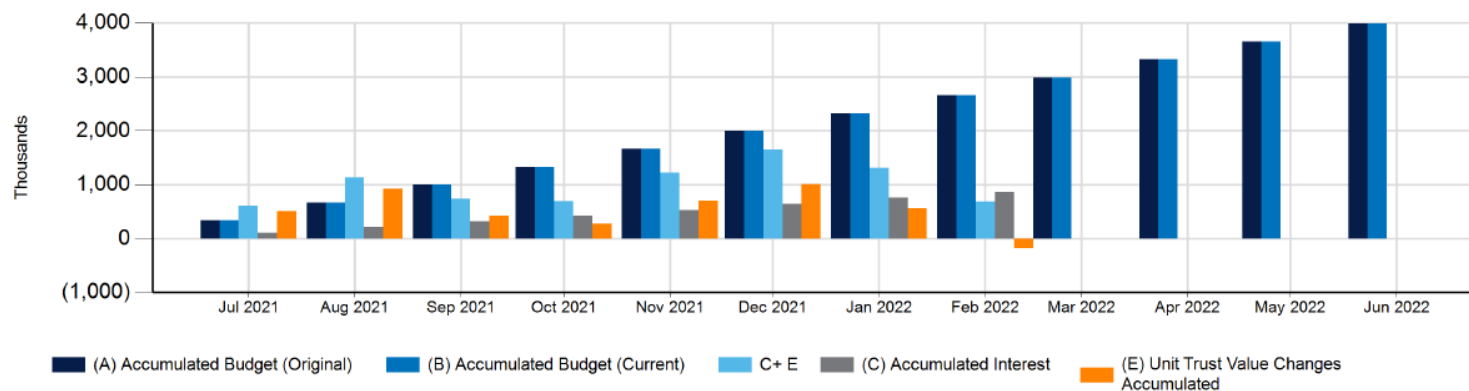
| Month / Year | (A) Income Interest Budget (Original) Running Total | Interest Income Budget (Current) For Month | (B) Interest Income Budget (Current) Running Total | (T) Interest Income Received/Accrued For Month | (C) Interest Income Received/Accrued Running Total | Accrued Interest Acquired For Month | Accrued Interest Acquired Running Total | (U) Unit Trust Market Value Changes | (E) Unit Trust Market Value Changes Running Total | 'Return' For Month (T + U) |
|--------------|---|--|--|--|--|-------------------------------------|---|-------------------------------------|---|----------------------------|
| Jul 2021     | 332,474.00  | 332,474.00                                 | 332,474.00   | 99,994.53                                      | 99,994.53  | 2,860.00                            | 2,860.00                                | 502,480.32                          | 502,480.32  | 602,474.85                 |
| Aug 2021     | 664,948.00  | 332,474.00                                 | 664,948.00   | 108,854.22                                     | 208,848.75   | (3,600.00)                          | (740.00)                                | 419,359.92                          | 921,840.24  | 528,214.14                 |
| Sep 2021     | 997,422.00  | 332,474.00                                 | 997,422.00   | 104,049.78                                     | 312,898.53   | 0.00                                | (740.00)                                | (500,445.32)                        | 421,394.92  | (396,395.54)               |
| Oct 2021     | 1,329,896.00  | 332,474.00                                 | 1,329,896.00                                       | 107,427.11                                     | 420,325.64   | 0.00                                | (740.00)                                | (148,386.36)                        | 273,008.56  | (40,959.25)                |
| Nov 2021     | 1,662,370.00  | 332,474.00                                 | 1,662,370.00                                       | 106,302.66                                     | 526,628.30   | 0.00                                | (740.00)                                | 424,031.09                          | 697,039.65  | 530,333.75                 |
| Dec 2021     | 1,994,844.00  | 332,474.00                                 | 1,994,844.00                                       | 113,515.70                                     | 640,144.00   | 0.00                                | (740.00)                                | 312,980.48                          | 1,010,020.13                                      | 426,496.18                 |
| Jan 2022     | 2,327,318.00  | 332,474.00                                 | 2,327,318.00                                       | 114,387.95                                     | 754,531.95   | 0.00                                | (740.00)                                | (451,713.85)                        | 558,306.28  | (337,325.90)               |
| Feb 2022     | 2,659,792.00  | 332,474.00                                 | 2,659,792.00                                       | 105,842.49                                     | 860,374.44   | (1,500.00)                          | (2,240.00)                              | (738,724.10)                        | (180,417.82)                                      | (632,881.61)               |
| Mar 2022     | 2,992,266.00  | 332,474.00                                 | 2,992,266.00                                       | 0.00   | 0.00   | 0.00                                | 0.00                                    | 0.00                                | 0.00  | 0.00                       |
| Apr 2022     | 3,324,740.00  | 332,474.00                                 | 3,324,740.00                                       | 0.00   | 0.00   | 0.00                                | 0.00                                    | 0.00                                | 0.00  | 0.00                       |
| May 2022     | 3,657,214.00  | 332,474.00                                 | 3,657,214.00                                       | 0.00   | 0.00   | 0.00                                | 0.00                                    | 0.00                                | 0.00  | 0.00                       |
| Jun 2022     | 3,989,688.00  | 332,474.00                                 | 3,989,688.00                                       | 0.00   | 0.00   | 0.00                                | 0.00                                    | 0.00                                | 0.00  | 0.00                       |
|              |   |  | 3,989,688.00                                       |  | 860,374.44   |                                     | (2,240.00)                              |                                     | (180,417.82)                                      | 679,956.62                 |

Notes on Table Above

1A. The numbers shown in Column T are the accrual interest amounts for that month combined with the At Call Deposit, Unit Trust and Unassigned interest and distribution income received during that month.

1B. The accruals shown in this section have been calculated using each security's coupon schedule.

### Accumulated Budget vs Actual (Accruals Based Upon Coupon Payment Schedules)





## 2. Portfolio Valuation As At 28 February 2022

| Fixed Interest Security   | Security Rating | ISIN         | Face Value Original | Bond Factor | Face Value Current | Capital Price | Accrued Interest Price | Unit Price Notional | Unit Count | Market Value  | % Total Value | Running Yield | Weighted Running Yield |
|---|-----------------|--------------|---------------------|-------------|--------------------|---------------|------------------------|---------------------|------------|---------------|---------------|---------------|------------------------|
| <b>At Call Deposit</b>  |                 |              |                     |             |                    |               |                        |                     |            |               |               |               |                        |
| AMP QPRC At Call  | S&P ST A2       |              | 869,673.37          | 1.00000000  | 869,673.37         | 100.000       | 0.000                  |                     |            | 869,673.37    | 0.44%         | 0.50%         |                        |
| BENAU At Call   | Moodys A3       |              | 17,145.46           | 1.00000000  | 17,145.46          | 100.000       | 0.000                  |                     |            | 17,145.46     | 0.01%         | 0.05%         |                        |
| BENAU transaction At Call   | Moodys A3       |              | 33,849.96           | 1.00000000  | 33,849.96          | 100.000       | 0.000                  |                     |            | 33,849.96     | 0.02%         | 0.00%         |                        |
| NAB At Call   | S&P AA-         |              | 41,582,369.62       | 1.00000000  | 41,582,369.62      | 100.000       | 0.000                  |                     |            | 41,582,369.62 | 21.05%        | 0.40%         |                        |
| NAB General At Call   | S&P AA-         |              | 7,191,734.66        | 1.00000000  | 7,191,734.66       | 100.000       | 0.000                  |                     |            | 7,191,734.66  | 3.64%         | 0.10%         |                        |
| NAB Links At Call   | S&P AA-         |              | 1,032,531.72        | 1.00000000  | 1,032,531.72       | 100.000       | 0.000                  |                     |            | 1,032,531.72  | 0.52%         | 0.10%         |                        |
|   |                 |              | 50,727,304.79       |             | 50,727,304.79      |               |                        |                     |            | 50,727,304.79 | 25.68%        |               | 0.35%                  |
| <b>Fixed Rate Bond</b>  |                 |              |                     |             |                    |               |                        |                     |            |               |               |               |                        |
| MACQ 1.7 12 Feb 2025 Fixed  | Moodys A2       | AU3CB0270387 | 6,000,000.00        | 1.00000000  | 6,000,000.00       | 98.150        | 0.075                  |                     |            | 5,893,500.00  | 2.98%         | 1.66%         |                        |
| NTTC 0.8 15 Jun 2024 - Issued 16 Mar 2021 - Queanbeyan Regional Council Fixed | Moodys Aa3      |              | 5,000,000.00        | 1.00000000  | 5,000,000.00       | 100.000       | 0.565                  |                     |            | 5,028,250.00  | 2.55%         | 0.80%         |                        |
| NTTC 1.1 15 Dec 2024 - Issued 16 Sep 2020 Fixed                               | Moodys Aa3      |              | 3,000,000.00        | 1.00000000  | 3,000,000.00       | 100.000       | 0.226                  |                     |            | 3,006,780.00  | 1.52%         | 1.10%         |                        |
| NTTC 1.1 15 Jun 2025 - Issued 16 Mar 2021 - Queanbeyan Regional Council Fixed | Moodys Aa3      |              | 5,000,000.00        | 1.00000000  | 5,000,000.00       | 100.000       | 0.778                  |                     |            | 5,038,900.00  | 2.55%         | 1.10%         |                        |
|   |                 |              | 19,000,000.00       |             | 19,000,000.00      |               |                        |                     |            | 18,967,430.00 | 9.60%         |               | 1.20%                  |
| <b>Flexi Deposit (Fix/Float)</b>  |                 |              |                     |             |                    |               |                        |                     |            |               |               |               |                        |
| Westpac 2.96 25 Oct 2022 1826DAY FD   | S&P ST A1+      |              | 2,000,000.00        | 1.00000000  | 2,000,000.00       | 100.000       | 0.276                  |                     |            | 2,005,514.52  | 1.02%         | 1.02%         |                        |
| Westpac 2.89 07 Dec 2022 1827DAY FD   | S&P ST A1+      |              | 3,000,000.00        | 1.00000000  | 3,000,000.00       | 100.000       | 0.665                  |                     |            | 3,019,952.88  | 1.53%         | 1.01%         |                        |
|   |                 |              | 5,000,000.00        |             | 5,000,000.00       |               |                        |                     |            | 5,025,467.40  | 2.54%         |               | 1.01%                  |
| <b>Floating Rate Deposit</b>  |                 |              |                     |             |                    |               |                        |                     |            |               |               |               |                        |
| Westpac 1.01 17 Apr 2024 1827DAY FRD  | S&P AA-         |              | 3,000,000.00        | 1.00000000  | 3,000,000.00       | 100.000       | 0.031                  |                     |            | 3,000,926.70  | 1.52%         | 1.03%         |                        |
| Westpac 1.29 Apr 2024 1827DAY FRD   | S&P AA-         |              | 4,000,000.00        | 1.00000000  | 4,000,000.00       | 100.000       | 0.000                  |                     |            | 4,000,000.00  | 2.03%         | 1.02%         |                        |
| Westpac 0.98 03 Jul 2024 1827DAY FRD  | S&P AA-         |              | 5,000,000.00        | 1.00000000  | 5,000,000.00       | 100.000       | 0.068                  |                     |            | 5,003,385.60  | 2.53%         | 0.99%         |                        |
|   |                 |              | 12,000,000.00       |             | 12,000,000.00      |               |                        |                     |            | 12,004,312.30 | 6.08%         |               | 1.01%                  |
| <b>Floating Rate Note</b>   |                 |              |                     |             |                    |               |                        |                     |            |               |               |               |                        |
| AMP 1.05 30 Mar 2022 FRN  | S&P BBB         | AU3FN0035283 | 2,000,000.00        | 1.00000000  | 2,000,000.00       | 100.032       | 0.184                  |                     |            | 2,004,320.00  | 1.01%         | 1.12%         |                        |
| Auswide 1.05 17 Mar 2023 FRN  | Moodys Baa2     | AU3FN0053567 | 2,500,000.00        | 1.00000000  | 2,500,000.00       | 100.610       | 0.224                  |                     |            | 2,520,850.00  | 1.28%         | 1.12%         |                        |
| BENAU 1.05 25 Jan 2023 FRN  | Moodys A3       | AU3FN0040523 | 1,500,000.00        | 1.00000000  | 1,500,000.00       | 100.672       | 0.104                  |                     |            | 1,511,640.00  | 0.77%         | 1.12%         |                        |
| CBA 0.88 25 Jul 2022 FRN  | Moodys Aa3      | AU3FN0037198 | 2,000,000.00        | 1.00000000  | 2,000,000.00       | 100.313       | 0.088                  |                     |            | 2,008,020.00  | 1.02%         | 0.95%         |                        |
| CBA 0.93 16 Aug 2023 FRN  | S&P AA-         | AU3FN0044046 | 1,500,000.00        | 1.00000000  | 1,500,000.00       | 100.959       | 0.033                  |                     |            | 1,514,880.00  | 0.77%         | 1.01%         |                        |
| CBA 1.13 11 Jan 2024 FRN  | S&P AA-         | AU3FN0046561 | 5,000,000.00        | 1.00000000  | 5,000,000.00       | 101.492       | 0.157                  |                     |            | 5,082,450.00  | 2.57%         | 1.20%         |                        |
| CUA 1.23 04 Mar 2022 FRN  | Moodys Baa1     | AU3FN0046793 | 1,000,000.00        | 1.00000000  | 1,000,000.00       | 100.012       | 0.296                  |                     |            | 1,003,080.00  | 0.51%         | 1.29%         |                        |
| CUA 0.9 21 Feb 2023 FRN   | S&P BBB         | AU3FN0052924 | 1,100,000.00        | 1.00000000  | 1,100,000.00       | 100.547       | 0.019                  |                     |            | 1,106,226.00  | 0.56%         | 0.98%         |                        |



| Fixed Interest Security  | Security Rating | ISIN         | Face Value Original | Bond Factor | Face Value Current | Capital Price | Accrued Interest Price | Unit Price Notional | Unit Count      | Market Value   | % Total Value | Running Yield | Weighted Running Yield |
|--|-----------------|--------------|---------------------|-------------|--------------------|---------------|------------------------|---------------------|-----------------|----------------|---------------|---------------|------------------------|
| HSBC Syd 0.83 27 Sep 2024 FRN  | S&P A+          | AU3FN0050498 | 4,000,000.00        | 1.00000000  | 4,000,000.00       | 100.931       | 0.149                  |                     |                 | 4,043,200.00   | 2.05%         | 0.89%         |                        |
| MACQ 0.84 12 Feb 2025 FRN  | Moodys A2       | AU3FN0052908 | 3,000,000.00        | 1.00000000  | 3,000,000.00       | 100.774       | 0.035                  |                     |                 | 3,024,270.00   | 1.53%         | 0.91%         |                        |
| MACQ 0.48 09 Dec 2025 FRN  | S&P A+          | AU3FN0057709 | 2,000,000.00        | 1.00000000  | 2,000,000.00       | 99.355        | 0.120                  |                     |                 | 1,989,500.00   | 1.01%         | 0.54%         |                        |
| RACB 1.05 23 May 2022 FRN  | Moodys Baa1     | AU3FN0048328 | 800,000.00          | 1.00000000  | 800,000.00         | 100.162       | 0.015                  |                     |                 | 801,416.00     | 0.41%         | 1.13%         |                        |
| RACB 0.93 24 Feb 2023 FRN  | S&P BBB+        | AU3FN0053146 | 1,850,000.00        | 1.00000000  | 1,850,000.00       | 100.313       | 0.011                  |                     |                 | 1,855,994.00   | 0.94%         | 1.01%         |                        |
| ME Bank 0.98 18 Jul 2022 FRN   | S&P BBB         | AU3FN0048948 | 2,500,000.00        | 1.00000000  | 2,500,000.00       | 100.306       | 0.118                  |                     |                 | 2,510,600.00   | 1.27%         | 1.05%         |                        |
| NAB 0.9 05 Jul 2022 FRN  | S&P AA-         | AU3FN0036950 | 5,000,000.00        | 1.00000000  | 5,000,000.00       | 100.272       | 0.143                  |                     |                 | 5,020,750.00   | 2.54%         | 0.97%         |                        |
| NAB 0.93 26 Sep 2023 FRN   | S&P AA-         | AU3FN0044996 | 3,000,000.00        | 1.00000000  | 3,000,000.00       | 101.016       | 0.166                  |                     |                 | 3,035,460.00   | 1.54%         | 0.99%         |                        |
| NAB 1.04 26 Feb 2024 FRN   | S&P AA-         | AU3FN0046777 | 2,000,000.00        | 1.00000000  | 2,000,000.00       | 101.351       | 0.000                  |                     |                 | 2,027,020.00   | 1.03%         | 1.12%         |                        |
| NAB 0.92 19 Jun 2024 FRN   | S&P AA-         | AU3FN0048724 | 3,200,000.00        | 1.00000000  | 3,200,000.00       | 101.152       | 0.189                  |                     |                 | 3,242,912.00   | 1.64%         | 0.99%         |                        |
| NAB 0.72 25 Feb 2027 FRN   | S&P AA-         | AU3FN0066528 | 4,000,000.00        | 1.00000000  | 4,000,000.00       | 100.000       | 0.007                  |                     |                 | 4,000,280.00   | 2.03%         | 0.80%         |                        |
| NPBS 1.4 06 Feb 2023 FRN   | S&P BBB         | AU3FN0040606 | 1,250,000.00        | 1.00000000  | 1,250,000.00       | 100.932       | 0.085                  |                     |                 | 1,262,712.50   | 0.84%         | 1.47%         |                        |
| RABOBK 1.08 03 Mar 2022 FRN  | S&P A+          | AU3FN0034690 | 1,000,000.00        | 1.00000000  | 1,000,000.00       | 100.008       | 0.271                  |                     |                 | 1,002,790.00   | 0.51%         | 1.14%         |                        |
| SunBank 0.48 15 Sep 2026 FRN   | Moodys A1       | AU3FN0062964 | 2,000,000.00        | 1.00000000  | 2,000,000.00       | 98.854        | 0.111                  |                     |                 | 1,979,300.00   | 1.00%         | 0.54%         |                        |
| SunBank 0.78 25 Jan 2027 FRN   | S&P AA-         | AU3FN0065694 | 5,000,000.00        | 1.00000000  | 5,000,000.00       | 99.912        | 0.079                  |                     |                 | 4,999,550.00   | 2.53%         | 0.84%         |                        |
|  |                 |              | 57,200,000.00       |             | 57,200,000.00      |               |                        |                     |                 | 57,547,220.50  | 29.14%        |               | 0.96%                  |
| Term Deposit   |                 |              |                     |             |                    |               |                        |                     |                 |                |               |               |                        |
| AMP 0.75 09 Mar 2022 364DAY TD   | S&P ST A2       |              | 2,000,000.00        | 1.00000000  | 2,000,000.00       | 100.000       | 0.729                  |                     |                 | 2,014,589.04   | 1.02%         | 0.75%         |                        |
| Auswide 1.75 09 Mar 2022 728DAY TD   | Moodys ST P-2   |              | 5,000,000.00        | 1.00000000  | 5,000,000.00       | 100.000       | 1.697                  |                     |                 | 5,084,863.00   | 2.57%         | 1.75%         |                        |
| ME Bank 0.85 03 Feb 2023 365DAY TD   | Moodys ST P-2   |              | 2,000,000.00        | 1.00000000  | 2,000,000.00       | 100.000       | 0.058                  |                     |                 | 2,001,164.38   | 1.01%         | 0.85%         |                        |
| NAB 0.65 04 Oct 2023 728DAY TD   | S&P AA-         |              | 6,000,000.00        | 1.00000000  | 6,000,000.00       | 100.000       | 0.258                  |                     |                 | 6,015,493.14   | 3.05%         | 0.65%         |                        |
| NAB 0.8 28 Aug 2024 1098DAY TD   | S&P AA-         |              | 3,000,000.00        | 1.00000000  | 3,000,000.00       | 100.000       | 0.408                  |                     |                 | 3,012,230.13   | 1.53%         | 0.80%         |                        |
| Westpac 1.11 10 Nov 2023 730DAY TD   | S&P AA-         |              | 7,000,000.00        | 1.00000000  | 7,000,000.00       | 100.000       | 0.055                  |                     |                 | 7,003,831.80   | 3.55%         | 1.11%         |                        |
|  |                 |              | 25,000,000.00       |             | 25,000,000.00      |               |                        |                     |                 | 25,132,171.49  | 12.72%        |               | 1.04%                  |
| Unit Trust   |                 |              |                     |             |                    |               |                        |                     |                 |                |               |               |                        |
| NSWTC Long Term Growth Fund UT   | S&P AA+         |              | 16,594,613.02       |             | 16,594,613.02      |               |                        | 1.0125              | 16,389,579.3771 | 16,594,613.02  | 8.40%         |               |                        |
| NSWTC Medium Term Growth Fund UT   | S&P AA+         |              | 11,504,970.33       |             | 11,504,970.33      |               |                        | 1.0012              | 11,491,066.1406 | 11,504,970.33  | 5.83%         |               |                        |
|  |                 |              | 28,099,583.35       |             | 28,099,583.35      |               |                        |                     |                 | 28,099,583.35  | 14.23%        |               |                        |
| Portfolio Total  |                 |              | 197,026,888.14      |             | 197,026,888.14     |               |                        |                     |                 | 197,503,489.83 | 100.00%       |               | 0.82%                  |
| Note: For holdings in unit funds and similar securities, the face value (original and current) columns will display market values. |                 |              |                     |             |                    |               |                        |                     |                 |                |               |               |                        |



3. Portfolio Compliance As At 28 February 2022

| Short Term<br>Issuer/Security Rating Group | Market Value  | % Total Value |
|--|---------------|---------------|
| A2   | 9,970,289.79  | 5.05%         |
| A1+  | 5,025,467.40  | 2.54%         |
| Portfolio Total                            | 14,995,757.19 | 7.59%         |

Market Value by Security Rating Group (Short Term)



| Long Term<br>Issuer/Security Rating Group | Market Value   | % Total Value |
|---|----------------|---------------|
| BBB+ to BBB-                              | 13,065,198.50  | 6.62%         |
| A+ to A-                                  | 19,495,195.42  | 9.87%         |
| AA+ to AA-                                | 149,947,338.72 | 75.02%        |
| Portfolio Total                           | 182,507,732.64 | 92.41%        |

Market Value by Security Rating Group (Long Term)

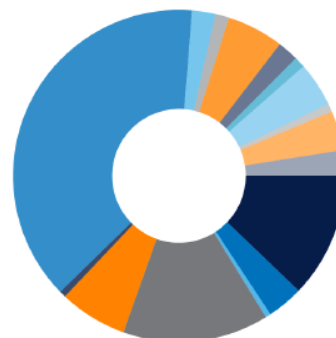






| Issuer  | Market Value   | % Total Value |
|---|----------------|---------------|
| AMP Bank Ltd  | 4,888,582.41   | 2.48%         |
| Auswide Bank Limited                                | 7,605,713.00   | 3.85%         |
| Bendigo & Adelaide Bank Ltd                         | 1,562,635.42   | 0.79%         |
| Commonwealth Bank of Australia Ltd                  | 8,605,350.00   | 4.36%         |
| Credit Union Australia Ltd t/as Great Southern Bank | 2,109,306.00   | 1.07%         |
| HSBC Sydney Branch                                  | 4,043,200.00   | 2.05%         |
| Macquarie Bank                                      | 10,907,270.00  | 5.52%         |
| Members Banking Group Limited t/as RACQ Bank        | 2,657,410.00   | 1.35%         |
| Members Equity Bank Ltd                             | 4,511,764.38   | 2.28%         |
| National Australia Bank Ltd                         | 76,160,781.27  | 38.56%        |
| Newcastle Permanent Building Society Ltd            | 1,262,712.50   | 0.64%         |
| Northern Territory Treasury Corporation             | 13,073,930.00  | 6.62%         |
| NSW Treasury Corporation                            | 28,099,583.35  | 14.23%        |
| Rabobank Nederland Australia Branch                 | 1,002,790.00   | 0.51%         |
| Suncorp Bank  | 6,978,850.00   | 3.53%         |
| Westpac Banking Corporation Ltd                     | 24,033,611.50  | 12.17%        |
| Portfolio Total                                     | 197,503,489.83 | 100.00%       |

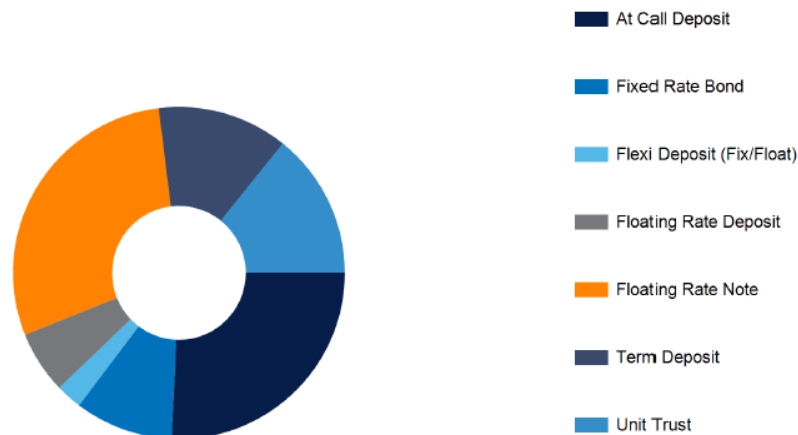
Market Value by Issuer





| Security Type             | Market Value   | % Total Value |
|---------------------------|----------------|---------------|
| At Call Deposit           | 50,727,304.79  | 25.68%        |
| Fixed Rate Bond           | 18,967,430.00  | 9.60%         |
| Flexi Deposit (Fix/Float) | 5,025,467.40   | 2.54%         |
| Floating Rate Deposit     | 12,004,312.30  | 6.08%         |
| Floating Rate Note        | 57,547,220.50  | 29.14%        |
| Term Deposit              | 25,132,171.49  | 12.72%        |
| Unit Trust                | 28,099,583.35  | 14.23%        |
| Portfolio Total           | 197,503,489.83 | 100.00%       |

Market Value by Security Type





| Term Remaining  | Market Value   | % Total Value |
|-----------------|----------------|---------------|
| 0 to < 1 Year   | 113,040,520.46 | 57.23%        |
| 1 to < 3 Years  | 66,455,439.37  | 33.65%        |
| 3 to < 5 Years  | 18,007,530.00  | 9.12%         |
| Portfolio Total | 197,503,489.83 | 100.00%       |

Note: Term Remaining is calculated using a weighted average life date (WAL) where appropriate and available otherwise the interim (initial) maturity date is used.

Market Value by Term Remaining



| Investment Policy Compliance |                             |
|------------------------------|-----------------------------|
| Legislative Requirements     | Fully compliant             |
| Issuer                       | Fully compliant (32 limits) |
| Security Rating Group        | Fully compliant (8 limits)  |
| Term Group                   | Fully compliant (4 limits)  |



4. Portfolio Statistics For Period Ending 28 February 2022

| Trading Book                         | 1 Month | 3 Month | 12 Month | Since Inception |
|--------------------------------------|---------|---------|----------|-----------------|
| Queanbeyan-Palerang Regional Council |         |         |          |                 |
| Portfolio Return (1)                 | -0.36%  | -0.36%  | 1.34%    | 2.21%           |
| Performance Index (2)                | 0.01%   | 0.01%   | 0.03%    | 0.79%           |
| Excess Performance (3)               | -0.37%  | -0.37%  | 1.31%    | 1.42%           |

- Notes
- 1 Portfolio performance is the rate of return of the portfolio over the specified period
  - 2 The Performance Index is the Bloomberg AusBond Bank Bill Index (Bloomberg Page BAUBIL)
  - 3 Excess performance is the rate of return of the portfolio in excess of the Performance Index

| Trading Book                         | Weighted Average<br>Running Yield |
|--------------------------------------|-----------------------------------|
| Queanbeyan-Palerang Regional Council | 0.82                              |



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ACN 134 784 740  
WWW.LAMINARCAPITAL.COM.AU

MELBOURNE OFFICE: LEVEL 5 RIALTO NORTH, 525 COLLINS STREET, MELBOURNE, VIC 3000 T 61 3 9001 6990 F 61 3 9001 6933  
SYDNEY OFFICE: LEVEL 18 ANGEL PLACE, 123 PITT STREET, SYDNEY NSW, 2000 T 61 2 8094 1230  
BRISBANE OFFICE: LEVEL 15 CENTRAL PLAZA 1, 345 QUEEN STREET, BRISBANE QLD, 4000 T 61 7 3123 5370

Report Code: TEPACK080EXT-00.00  
Report Description: Investment Report Pack 080  
Parameters:  
Trading Entity: Queanbeyan-Palerang Regional Council  
Trading Book: Queanbeyan-Palerang Regional Council  
Settlement Date Base  
Period End Date: 28 Feb 2022  
Financial Year Start Date: 1 Jul 2021  
Financial Year End Date: 30 Jun 2022  
History Start Date: 1 Jan 2000  
Exclude Cash  
Exclude Unallocated Cash  
Exclude Negative Unit Holdings  
Trading Limit Parameters:  
Use Face Value  
Use Security Rating Group  
Eliminate Issuer Parent Child Effect? No  
Trading Entity Limits Only? No

# **QUEANBEYAN-PALERANG REGIONAL COUNCIL**

## **Council Meeting Attachment**

**23 MARCH 2022**

ITEM 9.11 LICENCE RENEWAL OF KANGAROO CLUB CARPARK (55-59  
RICHARD AVENUE)

ATTACHMENT 1 DRAFT - UPDATED LICENCE AGREEMENT BETWEEN QPRC  
AND QUEANBEYAN KANGAROO RUGBY CLUB

**QUEANBEYAN-PALERANG REGIONAL COUNCIL**  
(ABN 95 933 070 982)

And

**QUEANBEYAN KANGAROO RUGBY  
LEAGUE FOOTBALL CLUB LIMITED**  
(ACN 001 013 092)

---

**LICENCE AGREEMENT FOR  
OCCUPATION OF LAND FOR THE  
PURPOSE OF CAR PARK**

**Term: 1 Apr 2022 to 31 Apr 2027**

---

**AGREEMENT** dated the \_\_\_\_\_ day of \_\_\_\_\_ 2022

**BETWEEN QUEANBEYAN-PALERANG REGIONAL COUNCIL** (ABN 95 933 070 982)

As manager of Reserve Trust Number **RESERVE 80300**  
Address: 256 Crawford Street, Queanbeyan NSW 2620  
(Licensor)

**AND QUEANBEYAN KANGAROO RUGBY LEAGUE FOOTBALL CLUB LIMITED**  
(ACN 001 013 092)

Address: 44 Sydney Avenue, Barton ACT 2600 (c/- Walter Turnbull Pty Ltd)  
(Licensee)

THE PARTIES AGREE AS FOLLOWS

## **1 INTERPRETATIONS, DEFINITIONS AND ADMINISTRATION**

### **Authority for grant of Licence**

- 1.1 The Premises are Crown Reserve 80300 within the meaning of the *Crown Land Management Act 2016 (CLMA)* and are used for the purposes of a Car Park. The Licensor is authorised to Licence the Premises pursuant to the CLMA.

## **2 DEFINITIONS**

In this Licence unless the contrary intention appears:

**Access Plan** means the drawing annexed to each Premises Appendix depicting the Premises and a description of the route of access to the Enclosed Area.

**Base Annual Rent** means:

- a) the Initial Rent where the rent has not been redetermined or adjusted in accordance with sub-clauses 14.4 or 14.5; or
- b) in any other case - the Rent as last redetermined or adjusted in accordance with those provisions.

**Business Day** means any day which is not a Saturday, Sunday or Public Holiday in New South Wales.

**CLMA** means the Crown Lands Management Act 2016.

**Commencement Date** means the date specified in Item 16 of P Schedule 1.

**Consumer Price Index Number** means in relation to a quarter the number for that quarter appearing in the Consumer Price Index (All Groups Index) for Sydney published by the Australian Statistician.

**Due Date** means the date for payment of Rent under this Licence as is specified in Item 6 of Schedule 1.



**Enclosed Area** means the area outlined in blue on the Plan at Attachment A and comprises the Premises described in the Premises Appendix in Schedule 2.

**Environmental Law** means any law or state protection policy incorporated by reference to or being part of any Law relating to protection of the environment.

**Expiry Date** means the date in Item 17 of Schedule 1.

**"GST", "taxable supply", "consideration", "tax invoice" and "GST amount"** have the meanings given to those terms in *A New Tax System (Goods and Services Tax) Act 1999*.

**Hazardous Substance** means a substance that because of its quality, concentration, acute or chronic toxic effects, carcinogenicity, teratogenicity, mutagenicity, corrosiveness, flammability, physical, chemical or infectious characteristics, may pose a hazard to property, human health or the environment when improperly treated, stored, disposed of or otherwise managed.

**Improvements** mean any structure of a permanent nature attached to the land.

**Initial Rent** means the Rent stated in Item 5 of Schedule 1.

**Law** includes the provisions of any statute, rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise.

**Licence** means this licence including all Schedules and Annexures.

**Licensee** means the licensee referred to in Item 2 of Schedule 1.

**Licensor** means the licensor referred to in Item 1 of Schedule 1 and includes its assigns and for the purpose of clauses 35, 36, 37, 38, 39, 40, 41, and 42 includes Her Majesty the Queen, the State of New South Wales and the Minister and their heirs, successors, agents, servants, employees and contractors.

**Market Rent** means the Rent in Item 3 of Schedule 1 that would reasonably be expected to be paid for the site if it were offered for the same or a substantially similar use to which the site may be put under the Licence.

**Market Rent Review Date** means the date in Item 8 of Schedule 1 and expressed as an absolute dollar or as a percent of the Market Rent.

**Minister** means the Minister administering the CLMA.

**Party/Parties** means the parties to this Licence.

**Premises** means the licenced premises described in the Premises Appendix in Schedule 2 and outlined in blue on the Plan at Attachment A.

**Permitted Use** means the use shown in Item 15 of Schedule 1.

**Regulations** means the Crown Land Management Regulation 2018.

**Rent** means the Base Annual Rent calculated and payable on each Due Date less any Rent Rebate granted to the Licensee together with all other payments due to be paid by the Licensee as Rent under this Licence.

**Tenant Fixtures** means any plant or equipment, fittings or improvements in the nature of fixtures brought onto the Premises by or on behalf of or at the request of the Licensee.

**Term** means the term of operation of this Licence.

**Term of Agreement** means the period in Item 18 of Schedule 1.

**Third Party Exclusive Areas** means those areas that are exclusively for the use of third parties as shown on the Plan annexed to each Premises Appendix.

### 3 CONSTRUCTION

3.1 This Licence shall be constructed in accordance with this clause unless the context requires otherwise;

3.1.1 **Plurals**

Words importing the singular include the plural and vice versa;

3.1.2 **Genders**

Words importing any gender include the other gender;

3.1.3 **Persons**

A reference to a person includes

- a. an individual, a firm, unincorporated association, corporation and a government or statutory body or authority; and
- b. the legal personal representatives, successors and assigns of that person.

3.1.4 **Headings**

Headings (including any headings described as parts and sub-headings within clauses) wherever appearing shall be ignored in constructing this Licence;

3.1.5 **Clauses and sub-clauses**

- a. Reference to a clause includes all sub-clauses, paragraphs, sub-paragraphs and other components which form part of the clause referred to;
- b. Reference to a sub-clause includes any sub-paragraphs and other components of the sub-clause referred to;

3.1.6 **Time**

A reference to time is a reference to local Sydney time;

3.1.7 **Money**

A reference to \$ or dollars is a reference to the lawful currency of Australia;

3.1.8 **Defined Terms**

If a word or phrase is defined cognate words and phrases have corresponding definitions. A defined term, unless inconsistent with the context of its use, is denoted by the appearance of that word using a capital letter at the beginning of that word;

3.1.9 **Writing**

A reference to writing includes any mode of representing or reproducing words in tangible and permanently visible form;

**3.1.10 Contra Preferentum**

No rules of construction shall apply to the disadvantage of any Party responsible for preparation of this Licence or any part of it;

**3.1.11 Statutes**

A reference to a Statute, Act, legislation, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them made by any legislative authority;

**3.1.12 Licence**

A reference to this Licence shall include any extension or variation of this Licence;

**3.1.13 Priorities**

If an inconsistency occurs between the provisions of this Licence and the provisions of a licence granted in accordance with this Licence, the provisions of this Licence shall prevail.

**3.2 Warranties and Undertakings**

- (a) The Licensee warrants that:
  - (i) it has relied only on its own enquiries about this Licence; and
  - (ii) except as expressly provided in this Licence, it has not relied on any representation or warranty by the Licensor or any person acting or seeming to act on the Licensor's behalf.
- (b) The Licensee shall comply on time with undertakings given by or on behalf of the Licensee.

**3.3 Further Assurances**

Each Party must do everything necessary to give full effect to this Licence.

- (a) Pursuant to clause 7, this Licence and any other agreement subsidiary to this Licence continue in full force and effect.

**3.4 Relationship of Licensor and Licensee**

Nothing contained or implied in this Licence shall be deemed or construed to create the relationship of partnership or of principal and agent or of joint venture between the Licensor and the Licensee. Specifically, the Parties understand and agree that neither the method of computation of Rent, nor any other provision, nor any acts of the Licensee and the Licensor or either of them will be deemed to create any relationship between them other than the relationship of Licensor and Licensee upon the terms and conditions only as provided in this Licence.

**3.5 Time to be of the Essence**

Where in any provision of this Licence a Party is given or allowed a specified time within which to undertake or do any act or thing or any power is conferred or any event occurs after the lapsing of a specified time, time shall be the essence of the contract in that regard.

#### **4 SEVERABILITY**

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

#### **5 ESSENTIAL CONDITIONS OF LICENCE**

The Licensor and the Licensee agree that the clauses specified in Item 19 of Schedule 1 are essential conditions of this Licence.

#### **6 PERMITTED USE**

##### **6.1 Grant of Licence**

The Licensor grants to the Licensee a right to occupy the area delineated on the plan annexed to the Premises Appendix for the Permitted Use.

##### **6.2 Permitted Use and Obligations**

- a. The Licensee will not use the Premises or allow the Premises to be used for any purpose other than the Permitted Use specified in Item 5 of Schedule 1.
- b. Without limiting clause 6.2a, the Licensee must at its own expense:
  - i. Conduct the Permitted Use in an orderly and businesslike manner;
  - ii. Keep and comply with all applicable consents;
  - iii. Inform the Licensor of any notices or orders received from any Authorities as soon as they are received by the Licensee;
  - iv. properly maintained in all respects and to the satisfaction of the Licensor;
  - v. In relation to all trees on the Premises:
    - A. keep and maintain all trees as private tree assets;
    - B. obtain Council consent prior to undertaking any work on trees of a regulated size, noting that a regulated tree is a tree 6 metres or more in height or with a canopy spread of 3 metres or more and as outlined in Council's Develop Control Plans; and
    - C. replace any and all trees approved for removal and nurture to maturity replacement trees;
  - vi. Maintain all grassed areas within the Premises;
  - vii. Comply with all work health and safety legislative requirements.

##### **6.3 No exclusive possession**

The Licensee acknowledges that this Licence does not confer exclusive possession of the Premises upon the Licensee.

#### **7 COMMENCEMENT OF LICENCE AND TERM**

This Licence shall commence on the date in Item 16 of Schedule 1 and subject to clauses 10 and 11 shall continue in force until the Expiry Date in Item 17 of Schedule 1.

## **8 NO RIGHT TO PURCHASE OR TRANSFER OF LICENCE RIGHTS**

- 8.1 In respect of this Licence and without limitation, the grant of this Licence does not confer upon the Licensee:
- (a) a right to purchase or lease any part of the Premises; or
  - (b) any tenancy or other estate or interest in any part of the Premises other than contractual rights as Licensee under this Licence.
- 8.2 Subject to any other provisions of this Licence the Licensee shall not during the Term of this Licence, sub-licence, part with possession of the Premises, transfer or create any interest in the Licence or authorise or permit any person to occupy the Premises without the prior written consent of the Licensor and the Minister.

## **9 LICENSEE TO YIELD UP**

- 9.1 The Licensee shall forthwith upon the termination of this Licence or any extension of it peaceably vacate the Premises at the Licensee's expense.
- 9.2 The Licensee shall:
- (a) remove all Licensee fixture/s, signs, names, advertisements, notices or hoardings erected, painted, displayed, affixed or exhibited upon, to or within the Premises by or on behalf of the Licensee (other than a notice displayed by the Licensor); and
  - (b) rehabilitate the Premises, (to the extent to which it has been altered or affected by the Licensee's occupation and use of the Premises) as nearly as practicable to the original condition before the installation of the Licensee's Fixtures to the reasonable satisfaction of the Licensor; and
  - (c) ensure that when it vacates the Premises in relation to its occupation of the Premises under this Licence, the Premises comply with any Environmental Law to the extent applicable at the time of granting of this Licence; and
  - (d) leave the Premises in a clean and tidy condition.
- 9.3 Sub-clause 9.2 does not apply unless the Licensor permits the Licensee to carry out any works on the Premises reasonably required in order to comply with that clause.

## **10 TERMINATION OF LICENCE**

- 10.1 Without limiting the Licensee's statutory or other rights apart from this Licence, the Parties acknowledge that this Licence shall terminate if the Reserve is revoked under the provisions of the CLMA or part of the Reserve is revoked that comprises the whole or part of the Premises unless the revocation notification otherwise provides.
- 10.2 The Licensee acknowledges that no compensation is payable if this Licence is terminated pursuant to issue of a revocation under the CLMA.

## **11 TERMINATION OF LICENCE ON DEFAULT**

11.1 The Licensor may terminate this Licence in the manner set out below in the following circumstances. If the:

- (a) Rent or any part of it or any moneys owing to the Licensor under the Licence is or are in arrears for one month, whether formally demanded or not;
- (b) Licensee breaches an essential condition of this Licence or any rule or regulation made under this Licence;
- (c) Defects notified under a provision of this Licence are not remedied within the time specified in the notice;
- (d) Licensee is a corporation and an order is made or a resolution is passed for its winding up except for reconstruction or amalgamation;
- (e) Licensee is a company and ceases or threatens to cease to carry on business or goes into liquidation, whether voluntarily or otherwise, or is wound up or if a liquidator or receiver (in both cases whether provisional or otherwise) is appointed;
- (f) Licensee is a company and is placed under official management under corporations law or enters a composition or scheme of arrangement;
- (g) Interest the Licensee has under this Licence is taken in execution;
- (h) Licensee or any person claiming through the Licensee conducts any business from the licensed Premises after the Licensee has committed an act of bankruptcy.

11.2 In the circumstances set out in sub-clause 11.1 the Licensor may end this Licence by:

- (a) notifying the Licensee that it is ending the Licence; or
- (b) re-entering the Premises, with force if necessary, and ejecting the Licensee and all other persons from the Premises and repossessing them; or
- (c) doing both.

11.3 If the Licensor ends this Licence under this clause, the Licensee shall not be released from liability for any prior breach of this Licence and other remedies available to the Licensor to recover arrears of Rent shall not be prejudiced.

11.4 If the Licensor ends this Licence under this clause or the Licence terminates under clause 10, the Licensor may remove the Licensee's property and store it at the Licensee's expense without being liable to the Licensee for trespass, detainment, conversion or negligence. After storing it for at least one month, the Licensor may sell or dispose of the property by auction or private sale. It may apply any proceeds of the auction or sale towards any arrears of Rent or other moneys or towards any loss or damage or towards the payment of storage and other expenses.

## **12 ACCEPTANCE OF RENT NOT WAIVER**

Demand or acceptance of Rent or any other moneys due under this Licence by the Licensor after termination does not operate as a waiver of the termination.

### 13 HOLDING OVER BY LICENSEE

13.1 On and from the Terminating Date of this Licence the Licensee shall be entitled, with the consent of the Licensor, to continue its use of the Premises on the following terms and conditions:

- a. The Licensee shall become a monthly Licensee of the Licensor; and
- b. The Licensee shall comply with and be bound by the terms and conditions of this Licence insofar as the terms and conditions are applicable provided that the Licensor may, from time to time by notice in writing served on the Licensee, direct that any particular condition not apply or be amended in the manner set out in the notice..

### 14 LICENSEE'S RENT AND OUTGOINGS

#### 14.1 Licensee to Pay Rent

The Licensee will during the whole of the Term of Agreement and any extension of it pay the Rent to the Licensor in accordance with the provisions of this clause without demand free of exchange and without deduction whatsoever.

#### 14.2 Goods and Services Tax

- (a) The Parties agree that all payments to be made and other consideration to be provided by the Licensee under the Licence are GST exclusive unless explicitly expressed otherwise. If any payment or consideration to be made or provided by the Licensee to the Licensor is for a taxable supply under the Licence on which the Licensor must pay GST and the Licensor gives the Licensee a tax invoice, the Licensee shall pay to the Licensor an amount equal to the GST payable ("the GST Amount") by the Licensor for that taxable supply upon receipt of that tax invoice.
- (b) The Parties agree that they are respectively liable to meet their own obligations under the GST Law. The GST Amount shall not include any amount incurred in respect of penalty or interest or any other amounts payable by the Licensor as a result of default by the Licensor in complying with the GST Law.

#### 14.3 Rent and Adjusted Rent

The Licensee shall pay to the Licensor on the Commencement Date the Initial Rent and thereafter must pay on each Due Date, Rent in advance adjusted as provided in sub-clauses 14.4 and 14.5.

#### 14.4 ~~Calculation of Annual Rental Adjustment~~

- ~~(a) On each anniversary of the Due Date the Rent will be adjusted in accordance with the following formula:~~

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

where:

- ~~R~~ represents the Base Annual Rent following adjustment under this clause;  
~~B~~ represents the Base Annual Rent before adjustment under this clause;  
~~C~~ represents the Consumer Price Index Number for the last quarter for which such a number was published before the Due Date; and  
~~D~~ represents the Consumer Price Index Number for the last quarter of the last adjustment of Rent for which such a number was published.

- ~~(b) In the event that such index be discontinued or abolished the Minister may at his absolute discretion nominate another Index.~~
- ~~(c) If the reference base for the Consumer Price Index is changed regard shall be had only to Index numbers published in terms of the new reference base or to Index numbers converted to the new reference base in accordance with an arithmetical conversion factor specified by the Australian Statistician.~~
- ~~(d) Any Rent adjusted under this sub-clause shall be adjusted to the nearest whole dollar.~~
- ~~(e) An adjustment of Rent made under this clause shall take effect on its Due Date, notwithstanding that any Rent notice to the Licensee is not issued until after that date specified or referred to in Column 2 of Item 6 of Schedule 1.~~

#### **14.5 Market Rent Review**

- ~~(a) In addition to the Rent adjustment provided for in clause 14.4 the Rent may, subject to the following provisions of this clause, be redetermined to an amount that is the Market Rent on that date with effect on and from each Market Rent Review Date by the Licensor;~~
- ~~(b) A redetermination of Rent for the purposes of sub-clause 14.5(a) shall be taken to have been made on the Market Rent Review Date if it is made at any time within the period of six months before and up to six months after that Market Rent Review Date specified or referred to in Column 2 of Item 8 of Schedule 1.~~
- ~~(c) Where the Licensor does not redetermine the Rent as provided for in sub-clause 14.5(a) it may subsequently redetermine the Rent at any time before the next Market Rent Review Date. No succeeding Market Rent Review Date shall be postponed by reason of the operation of this clause.~~
- ~~(d) A redetermination of Rent made under sub-clause 14.5(a) or 14.5(c) shall take effect and be due and payable on the next Due Date following the date of issue of the notice of redetermination (or where the said Due Date and the date of issue of the notice of redetermination are the same, then that date) even if the Licensee wishes to dispute the redetermination.~~

### **15 CONTINUING OBLIGATION**

The obligation of the Licensee to pay Rent is a continuing obligation during the Term and any extension of it and shall not abate in whole or in part or be affected by any cause whatsoever.

### **16 NO REDUCTION IN RENT**

- a) Subject to this Licence the Licensee shall not without the written consent of the Licensor by any act, matter or deed or by failure or omission impair, reduce or diminish directly or indirectly the Rent reserved or imposed by this Licence. However, if at any time during the Licence:
  - i. some natural disaster or other serious event occurs which is beyond the reasonable control of the Licensee; and
  - ii. as a result of the damage caused by the natural disaster or other serious event, the Licensee is not able to use the Premises in a reasonable manner;



the Licensee's obligations to pay Rent shall abate to the extent proportional to the effect on the Licensee's ability to occupy and use the Premises until the Premises are restored to a condition in which the Licensee is able to conduct the Licensee's activities and/or occupy the Premises in a reasonable manner.

- b) The rental rebate provided in Clause 14.6 shall not be affected by the application of this clause.

## **17 LICENSEE TO PAY RATES**

17.1 The Licensee shall when the same become due for payment pay all (or in the first and last year of the Term the appropriate proportionate part) rates, taxes, assessments, duties, charges and fees whether municipal, local government, parliamentary or otherwise which are at any time during the currency of this Licence separately assessed and lawfully charged upon, imposed or levied in respect of the Licensee's use or occupation of the Premises to the extent referable to the Licensee's use or occupation of the Premises.

17.2 Where the Licensor requires evidence for such payments the Licensee shall produce such evidence within ten Business Days after the respective due dates for payment.

17.3 In the case where such rates, taxes, duties and fees so covenanted to be paid by the Licensee are not paid when they become due the Licensor may if it thinks fit pay the same and any such sum or sums so paid may be recovered by the Licensor as if such sums were Rent.

## **18 LICENSEE TO PAY OTHER CHARGES**

The Licensee shall pay all other fees, charges and impositions for which it may properly be liable which are imposed by an authorised third party and which are at any time during the Term payable in respect of the Premises or on account of the use and occupation of the Premises by the Licensee.

## **19 LICENSEE TO PAY FOR SERVICES**

The Licensee shall as and when the same become due for payment pay to the Licensor or to any other person or body authorised to supply the same all proper charges for gas, electricity, water or other services supplied to the Licensee or consumed in or on the Premises, by the Licensee.

## **20 LICENSEE TO PAY COST OF WORK**

Whenever the Licensee is required under this Licence to do or effect any act, matter or thing including but not limited to general upkeep and maintenance as well as upkeep and maintenance of all trees on the Premises, then the doing of such act matter or thing shall unless this Licence otherwise provides, be at the sole risk, cost and expense of the Licensee.

**21 COSTS PAYABLE BY LICENSEE TO LICENSOR**

Except when law limits costs being recovered from a Licensor by a Licensee, the Licensee shall pay in full the Licensor's reasonable legal costs, the fees of all consultants and all duties fees, charges and expenses incurred reasonably, properly and in good faith by the Licensor in consequence of or in connection with or incidental to:

- (a) the preparation and completion of this Licence;
- (b) any variation of this Licence made otherwise than at the request of the Licensor;
- (c) any application for the consent of the Licensor and the Minister if applicable under this Licence;
- (d) any and every failure to comply breach or default by the Licensee under this Licence;
- (e) the exercise or attempted exercise of any right power privilege authority or remedy of the Licensor under or by virtue of this Licence;
- (f) the examination of plans, drawings and specifications of any improvement erected or constructed or to be erected or constructed on the Premises by the Licensee and the inspection of it, in this case the costs to be mutually agreed;
- (g) any entry, inspection, examination, consultation or the like which discloses a breach by the Licensee of any covenant of this Licence;
- (h) the Licensee requiring the Licensor to do any act, matter or thing under this Licence, unless otherwise provided for in this Licence.

**22 COSTS PAYABLE BY LICENSOR**

The Licensor shall pay its own direct and external consultants costs in relation to any rental redetermination matter without reimbursement from the Licensee.

**23 INTEREST ON OVERDUE MONEYS**

The Licensee shall pay interest to the Licensor on any moneys due and payable under this Licence or on any judgment in favour of the Licensor in an action arising from this Licence until all outstanding moneys including interest are paid in full. The rate of interest applicable is the rate set by the Licensor's Bank for the time being as its benchmark rates for overdrafts of one hundred thousand dollars (\$100,000.00) or more. Interest shall accrue and be calculated daily.

**24 MANNER OF PAYMENT OF RENT AND OTHER MONEYS**

The Rent and other moneys payable in accordance with this Licence shall be paid to the address or bank account specified in Item 9 of Schedule 1, or to such other person or at such other address as the Licensor may from time to time direct by notice in writing served on the Licensee.

## **25 OBLIGATIONS AND RESTRICTIONS RELATING TO PREMISES**

### **25.1 Access**

Subject to the sub-clauses hereunder the Licensor confirms that the Licensee shall have unfettered and free access to and from the Premises at all times, provided however that:

- (a) The Licensee shall strictly observe the reasonable directions and requirements of the Licensor at all times regarding the methods and routes of access to the Premises taken by the Licensee;
- (b) If the Licensee has shown the position of its intended access on the Access Plan and described the nature of the activity to be conducted on the land at those positions, then in respect of that access, the Licensor shall not require further notice;
- (c) The Licensee as far as is practicable, shall be required to use existing access tracks to, from, within and surrounding the Premises.

### **25.2 Entry by the Public**

The Licensee shall allow the public to have right of access over that part of the Premises as specified Item 20 of Schedule 1 and any such part of the Premises shall be suitably signposted. Otherwise the Licensee may prohibit unauthorised entry to the remainder of the Premises. If required by the Licensor plans showing the areas where public access is authorised and unauthorised shall be displayed in a prominent location at the entrance to the Premises.

### **25.3 Additions and Alterations**

The Licensee shall not make any additions or alterations to the Premises without first obtaining the written consent of the Queanbeyan-Palerang Regional Council in its role as the statutory planning authority. Any additions or alterations consented to by the Licensor shall be carried out at the Licensee's expense.

### **25.5 Licensee to erect barricades etc**

Where the Premises or any part of the Premises become to the knowledge of the Licensee (or which ought reasonably to be in the knowledge of the Licensee) unsafe, hazardous or dangerous the Licensee shall forthwith erect such warning signs, fences and barricades as may be necessary until the Premises are rendered safe.

### **25.6 No residence on Premises**

The Licensee shall not reside or permit any other person to reside on the Premises, unless Schedule 2, Special Conditions, permit otherwise.

### **25.7 Licensee not to remove material**

- (a) The Licensee shall not mine, remove, extract, dig up or excavate any sand, stone, gravel, clay, loam, shell or similar substance from, on or in the Premises or permit any other person to undertake such action without the prior consent in writing of the Licensor and the Minister and subject to such conditions as the Licensor or the Minister may determine.
- (b) Sub-clause 25.7(a) does not apply to any removal, digging up or excavation as may be necessary to construct or undertake any Improvement authorised by or under this Licence provided that any such

removal, digging up or excavation is undertaken in accordance with the requirements of that authorisation.

- (c) A failure by the Licensee to comply with any condition imposed pursuant to sub-clause 25.7(a) constitutes a failure by the Licensee to comply with a provision or covenant of this Licence.

**25.8 Licensee not to burn off**

The Licensee shall not carry out any burning off on the Premises except with the prior consent of the Licensor in writing, which consent shall not be unreasonably withheld, and after compliance with the requirements of the Rural Fires Act 1997. Any consent granted in accordance with this clause shall be subject to such reasonable conditions as the Licensor may impose.

**25.9 Rodents and Vermin**

The Licensee shall take all reasonable precautions to keep the Premises free of rodents, vermin, insects and pests and shall in the event of failing to do so if required by the Licensor employ from time to time a duly certified pest exterminator at cost of the Licensee and as approved by the Licensor whose approval will not be unreasonably withheld. In performing its obligations pursuant to this clause the Licensee and any one acting on the Licensee's behalf shall not use any substance or undertake any activity prohibited by any legislation.

**26 ADVERTISING**

- (a) The Licensee shall not permit to be displayed or placed on the Premises or any part of them any sign, advertisement or other notice without first obtaining the Licensor's written consent other than safety signs, in respect of which the Licensor's consent shall not be required; and
- (b) The Licensor may at any time by notice in writing require the Licensee to discontinue to use any piece or mode of advertising to which the Licensor has granted consent under sub-clause 26(a) which in the opinion of the Licensor has ceased to be suitable or has become unsightly or objectionable and the Licensee on receipt of the notice shall comply accordingly.

**27 NOTIFICATION OF ACCIDENT**

The Licensee shall give to the Licensor prompt notice in writing of any serious accident or serious defect at or in the Premises or any part of them unless the defect or accident is capable of being and is promptly remedied by the Licensee.

**28 LICENSEE NOT TO COMMIT NUISANCE ETC**

The Licensee shall not:

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

**29 HAZARDOUS SUBSTANCES**

The Licensee shall not keep any Hazardous Substance on the Premises without prior consent of the Licensor, which consent shall not be unreasonably withheld.

**30 RELICS**

- (a) Unless authorised to do so by a permit under section 87 or a consent under section 90 of the National Parks and Wildlife Act 1974 and subject to observance and compliance with any conditions imposed on the grant of such permit or consent the Licensee shall not knowingly disturb, destroy, deface or damage any aboriginal relic or place or other item of archaeological significance within the Premises and shall take every reasonable precaution in drilling excavating or carrying out other operations or works in the Premises against any such disturbance, destruction, defacement or damage.
- (b) If the Licensee becomes aware of any aboriginal relic or place or other item of archaeological significance within the Premises the Licensee shall within 24 hours notify the Licensor and the Director-General of the Department of Environment and Conservation of the existence of such relic place or item.
- (c) The Licensee shall not continue any operations or works on the Premises likely to interfere with or disturb any relic, place or item referred to in sub-clause 30(b) without the approval of the Director-General of the Department of Environment and Conservation and the Licensee shall observe and comply with all reasonable requirements of the said Director-General in relation to carrying out the operations or works.

**31 ARTEFACTS**

All fossils, artefacts, coins, articles of value, articles of antiquity, structure and other remains or things of geological historical or archaeological interest discovered on or under the surface of the Premises shall be deemed to be the absolute property of the Licensor and the Licensee shall as authorised by the Licensor watch or examine any excavations and the Licensee shall take all reasonable precautions to prevent such articles or things being removed or damaged and shall as soon as practicable after discovery thereof notify the Licensor of such discovery and carry out the Licensor's orders as to the delivery up to or disposal of such articles or things at the Licensor's expense.

**32 OWNERSHIP AND REMOVAL OF TENANT FIXTURES AND IMPROVEMENTS**

- (a) During the Term and any extension of it, ownership of Tenant Fixtures vests in the Licensee. Notwithstanding anything contained in this Licence, so long as any Rent or other moneys are due by the Licensee to the Licensor or if the Licensee has committed any breach of this Licence which has not been made good or remedied and whether the Licensee is still in possession or not, the Licensee shall not be entitled to remove any of the Tenant Fixtures, fittings or equipment from the Licensed property.
- (b) Upon expiry of the Licence all Improvements undertaken by the Licensee become the property of the Licensor.

**33 GENERAL REQUIREMENT TO REPAIR**

Without prejudice to the specific obligations contained in this Licence the Licensee shall to the satisfaction of the Licensor at all times keep the Premises in good repair and properly maintained in all respects.

**34 BREAKAGES**

The Licensee shall immediately at the Licensee's expense make good any breakage defect or damage to the Premises (including but not limited to broken glass) or to any adjoining premises or to any facility or appurtenance of the Licensor occasioned by want of care, misuse or abuse on the part of the Licensee or the Licensor's other Licensees occupants occupiers or other persons claiming through or under the Licensee or otherwise occasioned by any breach or default of the Licensee hereunder.

**35 INDEMNITIES AND INSURANCE**

**35.1 Indemnity for use of Premises**

- (a) The Licensee shall indemnify and keep indemnified the Licensor from and against all actions, suits, claims, demands, proceedings, losses, damages, compensation, sums of money, costs, legal costs, charges and expenses whatsoever to which the Licensor shall or may be or become liable for or in respect of the Licensee's occupation operation and use of the Premises or for or in respect of all losses, damages, accidents or injuries of whatsoever nature or kind and howsoever sustained or occasioned (and whether to any property or to any person or resulting in the destruction of any property or the death of any person or not) at or upon the Premises or originating on the Premises although occurring or sustained outside the same except to the extent that any such claims and demands:
- (i) arise from or are contributed to by the negligence or wilful act or omission on the part of the Licensor; or
  - (ii) arise from the occupation, operation or use of the Premises by any other occupier, or the acts of any person who has access to the Premises with the consent of another occupier, and the Licensor is adequately indemnified by that other occupier in respect of the relevant claim or demand, and the Licensor shall use its reasonable endeavours to ensure that an indemnity in this form is contained in any agreement with any other occupier of the Premises.

**35.2 Indemnity Continues After Expiration of Licence**

The obligations of the Licensee under this clause continue after the expiration or other determination of this Licence in respect of any act, deed, matter or thing happening before such expiration or determination for the period limited by the Statute of Limitations.

**35.3 Exclusion of Consequential Loss**

Despite any other provision of this Licence, both Parties exclude, and agree that they shall have no rights against the other for liability for consequential or indirect loss arising out of this Licence including (without limitation) in respect of loss of profits or loss of business. This clause does not apply in respect of wilful acts by either Party.

**36 INSURANCE - PUBLIC RISK**

The Licensee shall effect and maintain with a reputable and solvent insurer with respect to the Premises and the activities carried on in the Premises public risk insurance for an amount not less than the amount set out in Item 12 of Schedule 1, or such other amount as the Licensor may from time to time reasonably require. The Licensor acknowledges that the Licensee may effect the public risk insurance pursuant to an insurance policy which is not specific as to the location of risk.

**37 PROVISIONS RE POLICIES**

- (a) All insurance policies required to be effected by the Licensee pursuant to this Licence are specified in Schedule Item 12, Schedule 1, and shall be in place prior to the Licensee occupying the Premises.
- (b) The Licensee shall produce to the Licensor, once per calendar year or once per period of insurance (whichever first occurs), a certificate of insurance and/or a certificate of currency for insurance policies required pursuant to this Licence.
- (c) The Licensee shall not at any time during the Term do or bring upon the Premises anything which it ought reasonably believe may render void or voidable any policy of insurance. If the Licensee brings anything onto the Premises whereby the rate of premium on such insurance is liable to be increased, the Licensee shall obtain insurance cover for such increased risk and pay all additional premiums on the Premises required on account of the additional risk caused by the use to which the Premises are put by the Licensee.
- (d) The Licensee shall use all reasonable endeavours to ensure that full, true and particular information is given to the office or company with which the said insurances are effected of all matters and things the non-disclosure of which might in any way prejudice or affect any such policy or policies of insurance or the payment of all or any moneys there under.

**38 INDEMNITY FOR NON-COMPLIANCE WITH LEGISLATION**

The Licensee will indemnify and keep indemnified the Licensor from and against any and all actions, suits, claims, demands, proceedings, losses, damages, compensation, sums of money, costs, legal costs, charges and expenses whatsoever arising from the non-compliance by the Licensee with any New South Wales or Commonwealth legislation that may apply to the Licensee's use and occupation of the site and access thereto and the Licensee's operation of their business from the site and access thereto.

This clause shall not merge on the expiration or other determination of this Licence in respect of any act, deed, matter or thing happening before such expiration or determination.

**39 INDEMNITY FOR BREACH OF ENVIRONMENTAL LAW**

Without prejudice to any other indemnity granted by this Licence, the Licensee shall indemnify and keep the Licensor indemnified against all claims whatsoever arising from a breach by the Licensee of any Environmental Law which breach is in relation to the Premises. This clause shall not merge on expiration or other determination of this Licence in respect of any act, deed, matter or thing happening before such expiration or determination.

**40 NO LIABILITY FOR FAILURE OF SERVICES**

The Licensor shall not be under any liability for any loss, injury or damage sustained by the Licensee or any other person at any time as a result of or arising in any way out of the failure of the electricity, telephones, gas, water supply, sewerage, drainage or any other services or facilities provided by the Licensor or enjoyed by the Licensee in conjunction with the Premises or this Licence provided that such failure is not due to the negligent or wilful act or omission of the Licensor its servants or agents.

**41 LICENSEE NOT TO IMPOSE LIABILITY ON LICENSOR**

Subject to any other provision of this Licence, the Licensee shall not without the written consent of the Licensor by any act, matter or deed or by failure or omission cause or permit to be imposed on the Licensor any liability of the Licensee under or by virtue of this Licence even though the Licensee is entitled to do so under any law present or future or otherwise.

**42 RELEASE OF LICENSOR FROM LIABILITY**

- (a) The Licensee shall occupy, use and keep the Premises at the risk of the Licensee and hereby releases to the full extent permitted by law the Licensor from all claims and demands of every kind resulting from any accident, damage or injury occurring therein but excluding such claims and demands to the extent that such claims and demands arise out of the negligent or wilful acts omissions or default of the Licensor and the Licensor shall have no responsibility or liability for any loss of or damage to fixtures and/or personal property of the Licensee or any agent or servant of the Licensee or of any member of the public whilst in or upon the Premises but excluding such loss or damage claims and demands to the extent that such loss or damage, claims and demands arise out of the negligent acts or wilful omissions or default of the Licensor.
- (b) The obligations of the Licensee under this clause shall continue after the expiration or other determination of this Licence in respect of any act, deed, matter or thing happening before such expiration or determination for which the Licensee is responsible. Such obligation is to be governed by the Statute of Limitations.

**43 LICENSOR'S WARRANTIES AND COVENANTS**

**43.1 Hazardous Chemicals**

The Licensor warrants that it has not received any notice pursuant to the Environmentally Hazardous Chemical Act, 1985 (NSW).

**44 LICENSOR'S POWERS AND FUNCTIONS**

**44.1 Approval by Licensor**

- (a) In any case where pursuant to this Licence the doing or executing of any act, matter or thing by the Licensee is dependent upon the approval or consent of the Licensor such approval or consent shall not be effective unless given in writing and may be given or withheld (unless the context otherwise requires) by the Licensor and may be given subject to such conditions as the Licensor may determine unless otherwise provided in



this Licence provided such consent or approval is not unreasonably withheld or such terms and conditions are not unreasonable.

- (b) Any failure by the Licensee to comply with a condition imposed by the Licensor pursuant to sub-clause 44.1(a) constitutes a failure by the Licensee to comply with a condition of this Licence.

#### **45 APPLICATION OF CERTAIN STATE AND COMMONWEALTH LAWS**

##### **45.1 Proportionate Liability**

Part 4 of the Civil Liability Act 2002 (NSW) does not apply to this Licence.

##### **45.2 Licensee to Comply with all Commonwealth and NSW State Laws**

- (a) The Licensee shall comply with the requirements of all Statutes, regulations or by-laws and requirements of all relevant public and local authorities in so far as they apply in relation to the use and occupation of the Premises to the extent to which the Licensee is bound at law to comply with the same and nothing in this Licence affects this obligation.
- (b) The Licensee shall forthwith on being served with a notice by the Licensor comply with any notice or direction served on the Licensor by a competent authority relating to the destruction of noxious animals or plants or pests or the carrying out of repairs alterations or works on or to the Premises.

##### **45.3 Licensee to Comply with Environmental Laws**

In relation to its use of the Premises, the Licensee shall during the Term and in relation to the Premises:

- (a) comply with relevant Environmental Laws;
- (b) use its best endeavours to prevent a breach of any Environmental Law;
- (c) report any breach even if accidental; and
- (d) provide to the Licensor as soon as reasonably practicable details of notices received by or proceedings commenced against the Licensee pursuant to an Environmental Law:
  - (i) relating to a breach or alleged breach by the Licensee of an Environmental Law; or
  - (ii) requiring the Licensee to carry out works to decrease the affectation of the Premises by any Hazardous Substance.

##### **45.4 Licensee's Failure to Comply with Statutory Requirements**

Where the Licensee breaches any law in relation to its use of the Premises it is taken to breach a condition of the Licence, provided that the:

- (a) Licensee has been found guilty of the breach, and the
- (b) Licensor determines that the breach warrants the termination of the Licence.

## **46 NOTICES**

### **46.1 Service of Notice on Licensee**

Any notice served by the Licensor on the Licensee must be in writing and shall be sufficiently served if:

- (a) served personally or left addressed to the Licensee at the address stated in Item 10 of Schedule 1, or such other address as the Licensee notifies in writing to the Licensor; or
- (b) sent by email to the Licensee's email address stated in Item 10 of Schedule 1, or such other address as the Licensee notifies in writing to the Licensor;
- (c) forwarded by prepaid security mail addressed to the Licensee at the address stated in Item 10 of Schedule 1;

and every such notice must also be served on the Licensee's solicitors as they may be nominated from time to time, or such other address as the Licensee's solicitors notify in writing to the Licensor by any methods identified in sub-clauses 46.1 (a), (b) and (c).

### **46.2 Service of Notice on Licensor**

Any notice served by the Licensee on the Licensor must be in writing and shall be sufficiently served if:

- (a) served personally or left addressed to the Licensor at the address stated in Item 11 of Schedule 1, or such other address as the Licensor notifies in writing to the Licensee; or
- (b) sent by email to the Licensor's email address stated in Item 11 of Schedule 1, or such other address as the Licensor notifies in writing to the Licensee;
- (c) forwarded by prepaid security mail addressed to the Licensor at the address stated in Item 11 of Schedule 1

and every such notice must also be served on the Licensor's solicitors as they may be nominated from time to time, or such other address as the Licensor's solicitors notify in writing to the Licensee by any methods identified in subclauses 46.2 (a), (b) and (c).

### **46.3 Notices**

- (a) Any notice served by the Licensor or the Licensee under this Licence shall be effective if signed by a director or secretary or the solicitors for the Party giving the notice or any other person or persons nominated in writing from time to time respectively by the Licensor or by the Licensee to the other.
- (b) Any notice sent by prepaid security mail shall be deemed to be served at the expiration of 2 Business Days after the date of posting.

## **47 PROCEDURE - DISPUTE RESOLUTION**

- (a) In the event that the Licensor and the Licensee are in dispute regarding any matter relating to or arising under this Licence or in respect of any approvals or consents to be granted by the Licensor (except those approvals or consents

where the Licensor has an obligation to act reasonably) to the Licensee hereunder or where it is acting in its statutory capacity, then either the Licensor or the Licensee may give notice and particulars of such dispute to the other Party.

- (b) Where a notice of dispute is served pursuant to this clause the Parties agree to enter into informal negotiations to try and resolve the dispute in good faith and in an amicable manner.
- (c) If the dispute is not resolved informally within 21 days of service of written notification, the Parties may confer with a mutually agreed third party whose role will be to assist in the resolution of the dispute by mediation or expert appraisal of the dispute. The Parties agree to provide all information and assistance reasonably requested by such third party, including access to any accounting or other business records relating to or arising out of the Licence.
- (d) A third party appointed in accordance with this clause may decide in which proportions any fees will be borne by the respective Parties. In the absence of any such decision by the third party fees shall be borne equally by the Parties.
- (e) Neither Party shall be entitled to commence or maintain any proceedings in any court or tribunal until negotiations or mediations have taken place pursuant to this clause except where either Party seeks urgent interlocutory relief.
- (f) Either Party may at any time bring negotiations or mediation to an end by serving upon the other Party written notice stating that the dispute has failed to be resolved. Upon service of such notice both Parties shall be entitled to pursue any legal remedies available to them in relation to the dispute. This sub-clause does not in any way limit a mediator's power to apportion fees under sub-clause 47(d).
- (g) Notwithstanding the existence of a dispute under this or any other clause of this Licence the Parties must, unless acting in accordance with an express provision of this Licence, continue to perform their obligations under this Licence.

## **MISCELLANEOUS**

### **48 NO MORATORIUM**

Any present or future legislation which operates to vary obligations between the Licensee and the Licensor, except to the extent that such legislation is expressly accepted to apply to this Licence or that its exclusion is prohibited, is excluded from this Licence.

### **49 NO WAIVER**

No waiver by a Party of any breach of any covenant obligation or provision in this Licence either express or implied shall operate as a waiver of another breach of the same or of any other covenant obligation or provision in this Licence contained or implied. None of the provisions of this Licence shall be taken either at law or in equity to have been varied waived discharged or released by a Party unless by express consent in writing.

**50 NO MERGER**

Nothing in this Licence merges, postpones, extinguishes lessens or otherwise prejudicially affects the rights and remedies of the Parties under this Licence or under any other agreement.

**51 COUNTERPARTS**

- (a) A Party may execute this Licence by signing any counterpart.
- (b) All counterparts constitute one document when taken together.

**52 CONTACT PERSON**

The Licensor and the Licensee each must nominate a person to contact about matters arising under this Licence. The person so nominated is the person referred to in Items 13 and 14 of Schedule 1, or such other person as the Licensor nominates in writing to the Licensee and the Licensee nominates in writing to the Licensor from time to time.

**53 APPLICABLE LAW**

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

**54 NO HOLDING OUT**

The Licensee shall not in connection with the Premises or otherwise directly or indirectly hold out or not permit to be held out to any member of the public any statement, act, deed, matter or thing indicating that the Premises or the business conducted or operated thereon or any parts or parts thereof are or is being carried on or managed or supervised by the Licensor nor shall the Licensee act as or represent itself to be the servant or agent of the Licensor.

**55 WHOLE AGREEMENT**

- (a) The provisions contained in this Licence expressly or by statutory implication cover and comprise the whole of the agreement between the Parties.
- (b) No further or other provisions whether in respect of the Premises or otherwise shall be deemed to be implied in this Licence or to arise between the Parties hereto by way of collateral or other agreement by reason or any promise representation warranty or undertaking given or made by any Party hereto to another on or prior to the execution of this Licence.
- (c) The existence of any such implication or collateral or other agreement is hereby negated.

**56 SPECIAL CONDITIONS**

The Special Conditions set out in Schedule 2 apply and form part of this Licence.

DRAFT - VERSION

# **SCHEDULE 1**

| Item | Clause | Column 1   | Column 2  |
|------|--------|--|---|
| 1    | 2      | <b>Licensor</b>  | Queanbeyan-Palerang Regional Council  |
| 2    | 2      | <b>Licensee</b>  | Queanbeyan Kangaroo Rugby League Football Club Limited  |
| 3    | 2      | <b>Market Rent</b>   | Not Applicable  |
| 4    | 2      | <b>Rent Rebate</b>   | Not Applicable  |
| 5    | 2      | <b>Initial Rent</b>  | \$526 (see special condition 1)   |
| 6    | 2      | <b>Due Date</b>  | 1 April 2022 if and when demanded   |
| 7    | 14.4   | <b>Annual Rental Adjustment</b>  | Not Applicable  |
| 8    | 14.5   | <b>Market Rent Review Date</b>   | Not Applicable  |
| 9    | 24     | <b>Address for Payment of Rent</b><br><br><b>Electronic Funds Transfer details for payment of rent</b> | Queanbeyan-Palerang Regional Council<br>PO Box 90<br>Queanbeyan NSW 2620<br><br>Financial institution: NAB<br>BSB: 082 804<br>Acc No: 729505329<br>Acc Name: Queanbeyan-Palerang Regional Council         |
| 10   | 46.1   | <b>Licensee's address for Service of Notices</b>   | Queanbeyan Kangaroo Rugby League Club Limited<br><br>Cnr Richard Avenue & Stuart Street<br>Queanbeyan NSW 2620<br><br>Attention: General Manager<br>Phone: 02 6297 6222<br>Email: leigh.kiely@bigpond.com |
| 11   | 46.2   | <b>Licensor's address for Service of Notices</b>   | Queanbeyan-Palerang Regional Council<br>256 Crawford Street<br>Queanbeyan NSW 2620<br><br>Attention: Legal Group<br>Phone: 1300 735 025<br>Email: council@qprc.nsw.gov.au                                 |
| 12   | 36     | <b>Public Risk Insurance amount</b>  | \$20 Million  |

| Item | Clause | Column 1                               | Column 2   |
|------|--------|--|--|
| 13   | 52     | <b>Licensor's Contact Person</b>       | Legal Officer  |
| 14   | 52     | <b>Licensee's Contact Person</b>       | General Manager  |
| 15   | 6      | <b>Permitted Use</b>                   | Car Park   |
| 16   | 7      | <b>Commencement Date</b>               | 01 April 2022  |
| 17   | 7      | <b>Expiry Date</b>                     | 31 March 2027  |
| 18   | 2      | <b>Term of Agreement</b>               | Five (5) years   |
| 19   | 5      | <b>Essential Conditions of Licence</b> | Clauses 6.2, 6.3, 8, 14, 33, 36, 37, 38, 45.2, 45.3, 45.4  |
| 20   | 25.2   | <b>Entry by the public</b>             | Land available to access for walking within safety parameters as defined in Schedule 2 Part 1 – Plan of Leased Area. |

End of Schedule 1

#### **Schedule 2 - Special Conditions**

Further to Item 5, Clause 2 hereof, the parties acknowledge that the rent payable by the Licensee to the -  
Licensor shall be a nominal sum of one dollar (\$1.00) which shall be payable if and when demanded.

#### **Schedule 2 - Plan of Leased Area**

The leased area is outlined in blue on the plan attached.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

2022

**SIGNED BY THE QUEANBEYAN  
RUGBY LEAGUE CLUB LIMITED** by  
its duly authorised officer in the  
presence of:

**SIGNED BY THE QUEANBEYAN-  
PALERANG REGIONAL COUNCIL** by  
its authorised officer in the presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Office Held

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Office Held

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name



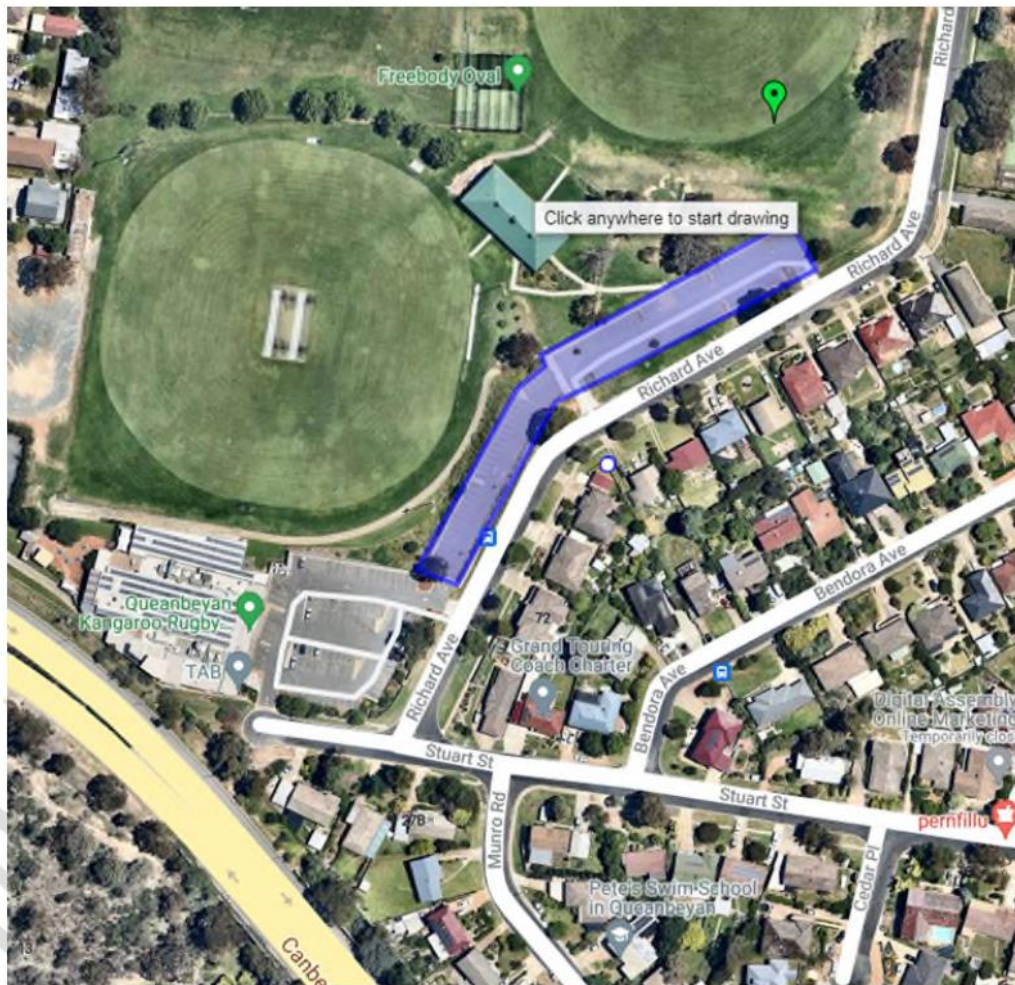
**SCHEDULE 2 - PREMISES APPENDIX**

**THIS IS A PREMISES APPENDIX REFERRED TO AND DEFINED IN THE LICENCE AGREEMENT BETWEEN THE QUEANBEYAN-PALERANG REGIONAL COUNCIL AND QUEANBEYAN KANGAROO CLUB FOR THE PERMITTED USE AS A CAR PARK. THIS PREMISES APPENDIX FORMS PART OF THE LICENCE AND ITS TERMS ARE INCORPORATED IN THEIR ENTIRETY INTO THE LICENCE.**

**Description of Land**

|                            |  |
|----------------------------|--|
| Parish                     | <i>QUEANBEYAN</i>  |
| County                     | <i>MURRAY</i>  |
| Locality                   | <i>CRESTWOOD – QUEANBYAN</i>   |
| Deposited Plan             | <i>Part Lot 2 DP 1064011</i>   |
| Commencement Date          | <i>1 APRIL 2022</i>  |
| Expiry Date                | <i>31 MARCH 2027</i>   |
| Plan                       | <i>Attachment A</i>  |
| Third Party Exclusive Area | <i>Outlined in blue on Attachment A</i>  |
| Enclosed Area              | <i>The land known as the Queanbeyan Kangaroo Club car park located at 55-59 Richard Avenue, Queanbeyan and bordered in green on the plan attached.</i> |

**Plan of the licenced area - Attachment A**



# **QUEANBEYAN-PALERANG REGIONAL COUNCIL**

## **Council Meeting Attachment**

**23 MARCH 2022**

ITEM 11.1            SECTION 355 COMMITTEE MINUTES

ATTACHMENT 1    BRAIDWOOD SHOWGROUND RESERVES TRUST S355 -  
ANNUAL GENERAL MEETING - 11 NOVEMBER 2021

Annual General Meeting  
Braidwood Showground Reserve Trust Section 355 Committee  
Braidwood Serviceman's Club  
Thursday 11<sup>th</sup> November 2021

1. Opening:

The meeting was opened by Chairperson at 7:30pm

2. Present:

Trish Young, Di Izzard, Melanie Cochrane, Ian Laurie, Terry Hart, Ben Bartley, Joan Webb, Kerrie Webb, Grant Coe.

3. Apologies: Ken Thomas, Louise Halligan

4. Minutes of the 2020 Annual General Meeting previously circulated –  
Moved: Di Izzard, Seconded: Ian Laurie; that the minutes of the 2020 Annual General Meeting are accepted as read and confirmed as a true record of the meeting.

5. Business Arising: Nil

6. Chairperson/President's Report: Trish thanked everyone for last 12 months which have been difficult due to rain and Covid-19. Discussion re: condition of roadways and grounds which have deteriorated during this wet year. Report tabled and accepted. Motion of thanks to Trish for her service throughout the year. Moved: Joan Webb; Seconded: Ben Bartley

7. Financial Report:

The Treasurer (Melanie C) tabled and discussed the Annual Financial Report. (Copies presented to committee in attendance) Balances in each ledger tabled and explained. Moved by Di Izzard that the Treasurer's financial report be accepted; Seconded by Kerrie Webb. Carried.

8. Elections of Office Bearers and Committee for 2021/2022.

All positions were declared vacant. Melanie called for nominations for following positions:

*Chairperson/President:* Mel Cochrane nominated Trish Young. No other nominees. Trish accepted nomination. Mel moved; Seconded Joan Webb. Carried.

*Vice Chairperson:* Kerry Webb nominated Di Izzard. No other nominees. Di accepted nomination. Moved: Kerry; Seconded: Trish Young. Carried.

*Secretary:* Trish Young nominated Grant Coe. No other nominees. Grant accepted. Moved: Trish; Seconded: Mel Cochrane. Carried.

*Treasurer:* Ben Bartley nominated Melanie Cochrane. No other nominees. Melanie accepted nomination. Moved: Ben; Seconded: Joan Webb. Carried.

*Public Officer:* Ian Laurie nominated Terry Hart. No other nominees. Terry accepted nomination. Moved: Ian; Seconded: Grant Coe. Carried.

*Grants Officer:* Terry Hart nominated Joan Webb. No other nominees. Joan accepted nomination. Moved Terry; Seconded Grant Coe. Carried.

Trish Y congratulated all Committee members now holding Executive positions for the year 2021/2022.

9. General Business:

Showground Hire/Camping Fees: to be reviewed in February 2022 once electricity power work is completed (via grant \$).

10. Next Annual General Meeting:

The next Annual General Meeting will be held in 2022 on a date to be determined by the committee.

11. Meeting Closed:

The meeting closed at 7.50pm

# **QUEANBEYAN-PALERANG REGIONAL COUNCIL**

## **Council Meeting Attachment**

**23 MARCH 2022**

ITEM 11.1            SECTION 355 COMMITTEE MINUTES

ATTACHMENT 2    BRAIDWOOD SHOWGROUND RESERVES TRUST S355 -  
MINUTES OF MEETING - 10 JUNE 2021

### Braidwood Showground s.355 Committee Meeting Minutes

President:....Trish Young..... Secretary:.....Grant Coe..... Treasurer:....Melanie Cochrane.....

Date: ...10../...06../2021.....Start:.....1940hrs.....Finish:.....2105hrs.....

Visitor: Rod Stewart QPRC

|     |                                 |   |                              |
|-----|---------------------------------|---|------------------------------|
| 1.0 | Welcome                         |   |                              |
| 2.0 | Meeting open                    | 1940 hrs  |                              |
| 3.0 | Present                         | Ian Laurie, Melanie Cochrane, Trish Young, Di Izzard, Kerrie Webb, Joan Webb, Ben Bartley, Joel Bradley, Terry Hart, Louise Halligan, Rod Stewart, Grant Coe.   |                              |
| 4.0 | Apologies                       |   |                              |
| 5.0 | Acceptance of Minutes           | Minutes 9/3/2021 Moved: Melanie Cochrane, Seconded: Terry Hart  |                              |
| 6.0 | Business Arising from Minutes:  |   |                              |
| 6.1 | Braidwood Showground Masterplan | Rod discussed quotes for electrical & lighting designs. Also discussed increasing sub-station upgrade and installation of EVC (electric vehicle charger).<br>Quotes varied between \$48,000, \$66,000, \$119,000.<br>Joan advised that as Grants Officer she has made application to Braidwood Community Bank for funding to make up the estimated Grant shortfall of \$197,517. Currently the application is working its way through the system. Joan furnished Masterplan account for payment. Approved.<br>Rod left meeting at 2025 hrs. |                              |
| 6.2 | Showground Bookings             | Pony Club camp 20-24 <sup>th</sup> September, Pony Club Campdraft School/Clinic 31 July/1 August  |                              |
| 6.3 | Toilet cleaning roster          | Move to 2 month roster Polocrosse – June/July, Show Society Aug/Sept, Pony Club Oct/Nov, Campdraft Dec/Jan, Rodeo Feb/March<br>Kerrie to investigate person to work at Showground e.g. cleaning etc, check on campers   | Committee/User group members |
| 6.4 | Driveway                        | Re-grading, gravelling discussed. Decision made to delay until Showground works (as above) are completed.   | ongoing                      |
| 6.5 | Pest Control                    | Discussed. Kerrie will chase this up  | ongoing                      |
| 7.0 | Correspondence                  | IN: Bank Statement; Accounts for payment tabled –QPRC electricity & water; Eric Martin & Associates account<br>OUT: Minutes & Agenda;   |                              |
| 7.1 | Business arising from           | 1. Treasurer to organise payment of accounts.   |                              |

Minutes recorded true and correct. ....Trish Young – President .....Date: / /2021

### Braidwood Showground s.355 Committee Meeting Minutes

President:....Trish Young..... Secretary:.....Grant Coe..... Treasurer:....Melanie Cochrane.....

Date: ...10../...06../2021.....Start:.....1940hrs.....Finish:.....2105hrs.....

Visitor: Rod Stewart QPRC

|      |                                    |   |                |
|------|------------------------------------|---|----------------|
|      | Correspondence                     |   |                |
| 8.0  | Financial Report                   | Financial report tabled by Treasurer. Discussed. Motion to accept Financial Report as noted and discussed. Moved: Kerrie; Seconded: Terry.  |                |
| 9.0  | User Group Representatives Reports | Polocrosse –<br>Camp-draft –<br>Pony Club – Continuing with monthly rally days as Covid-19 restrictions allow<br>Show Society –<br>Rodeo Club –   |                |
| 10.0 | General Business                   |   |                |
| 10.1 | QPRC Electricity accounts          | Discussion held regarding quarterly QPRC electricity accounts. It is noted that current management fees applied to various occasions and events held at the Showground may be insufficient to cover the power usage.<br>User group events can be generally excluded; however the wide range of group activities cannot be successfully covered by a one fee fits all.<br>Agreed by meeting to: Regularly review fees applied to all event bookings on an individual basis and adjust if required for future management plans. It is expected that this process will demonstrate to those wishing to scrutinize Showground charges that such have been responsibly levied.<br>Agreed that power meters be read prior to and following each event to allow decisions to be made using accurate information. | Who/what/when? |
| 10.2 | Pest control to include mosquito's | Kerosene to be put out  | ongoing        |
| 11.0 | Next Meeting                       | T.B.A   |                |
| 12.0 | Meeting Close                      | 2105hrs   |                |

Minutes recorded true and correct. ....Trish Young – President .....Date: / /2021



# **QUEANBEYAN-PALERANG REGIONAL COUNCIL**

## **Council Meeting Attachment**

**23 MARCH 2022**

ITEM 11.1            SECTION 355 COMMITTEE MINUTES

ATTACHMENT 3    BUNGENDORE WAR MEMORIAL S355 COMMITTEE -  
MINUTES OF MEETING - 3 FEBRUARY 2022

## Bungendore War Memorial Committee

### Minutes of Meeting held 3<sup>rd</sup> February 2022

#### 1. Location and Time:

The Secretary (President absent) opened the General Meeting at the QPRC Chambers (Bungendore) at 0906

#### 2. Apologies

TS, RR, LR, HH

#### 3. Welcome

The new HQJOC CO, CMDR Gemma Mountney and HQJOC CWO, WO1 Gillian Kennedy were welcomed to the meeting

#### 4. Confirmation of 4<sup>th</sup> November Minutes

Proposed: SS      Seconded: NB

#### 5. Correspondence

##### a. Inwards and Internal

John Barilaro to BWMC: Re: Bungendore High School - BWMC Concerns (Case Ref: MO28498) - 8/11/2021

William Wattam to RA: Re: Remembrance Day - 9/11/2021

GA to RA, TS, NB, SS: PA System Loan - 9/11/2021

RA to TS, SS: State Wreath layer - 10/11/2021

Maureen TOWLER to RA: 2021 Bungendore Public School End of Year Presentation - 12/11/2021

LR to TS, RA: Fwd: BHS - Department of Planning response to SSDA - 17/11/2021

Maureen TOWLER to BWMC: BPS Primary Presentation ANZAC award recipient - 19/11/2021

JOSS to GA, JOSS ACTS NSW: RE: CRN 20211119 - 075 ANZAC Day Bungendore War Memorial Committee [SEC=OFFICIAL] - 19/11/2021

JOSS to RA, WO1 Walters, ADFA HQ OPS: CRN 20211119 - 075 ANZAC Day Bungendore War Memorial Committee [SEC=OFFICIAL] - 19/11/2021

CSO to RA: RE: Anzac Day 2022 Support [SEC=UNOFFICIAL] - 19/11/2021

TS to LR, RA: RE: Draft for BWMC - 21/11/2021

LR to TS, RA: FW: Draft for BWMC - 21/11/2021

TS to RA, LR: RE: FW: Bungendore War Memorial. - 22/11/2021

LR to TS, RA: FW: Bungendore War Memorial. - 22/11/2021

RA to TS, LR: RE: FW: Bungendore War Memorial. - 23/11/2021

LR to PH: Re: NSW Community War Memorial Fund is now open - 25/11/2021

PH to RA, LR: Fwd: NSW Community War Memorial Fund is now open - 25/11/2021

Maureen Elgood to TS: BWMC letter to DPIE - 28/11/2021

TS to RA, LR: FW: BWMC letter to DPIE - 29/11/2021

LR to TS, RA: RE: BWMC letter to DPIE - 30/11/2021

Maureen Elgood to TS, RA, LR: RE: BWMC letter to DPIE - 1/12/2021

TS to LR, RA: RE: BWMC letter to DPIE - 1/12/2021

LR to RA: FW: Thank You Response STS DVA - 1/12/2021

RA to TS, BWMC: RE: FW: Acknowledgement - Concerns about the proposed new Bungendore High School - Bungendore War Memorial Committee. - 6/12/2021

TS to BWMC: FW: Acknowledgement - Concerns about the proposed new Bungendore High School - Bungendore War Memorial Committee. - 6/12/2021

RA to BWMC: Re: Acknowledgement - Concerns about the proposed new Bungendore High School - Bungendore War Memorial Committee. - 7/12/2021

LR to BWMC: Re: Acknowledgement - Concerns about the proposed new Bungendore High School - Bungendore War Memorial Committee. - 7/12/2021

TS to BWMC: FW: Acknowledgement - Concerns about the proposed new Bungendore High School - Bungendore War Memorial Committee. - 7/12/2021

TS to LR, RA: Re: Curtilage Inspection by QPRC Heritage Advisor - 7/12/2021

LR to TS, RA: Curtilage Inspection by QPRC Heritage Advisor - 7/12/2021

LR to TS, RA: State Heritage Listing - 8/12/2021

SS to BWMC: Re: Acknowledgement - Concerns about the proposed new Bungendore High School - Bungendore War Memorial Committee. - 8/12/2021

Maureen Elgood to TS: RE: Acknowledgement - Concerns about the proposed new Bungendore High School - Bungendore War Memorial Committee. - 9/12/2021

TS to LR, RA: RE: State Heritage Listing - 9/12/2021

GA to BWMC: RE: 211119:0756 e-mail To Many From RA Draft November Minutes [SEC=OFFICIAL] - 9/12/2021

TS to BWMC: RE: 211119:0756 e-mail To Many From RA Draft November Minutes [SEC=OFFICIAL] - 9/12/2021

TS to BWMC: RE: 211119:0756 e-mail To Many From RA Draft November Minutes [SEC=OFFICIAL] - 9/12/2021

TS to RA: FW: ANZAC Day 2022 Bungendore - applications #2 - 9/12/2021

TS to RA: FW: ANZAC Day 2022 Bungendore - Applications #1 - 9/12/2021

GA to BWMC: RE: 211119:0756 e-mail To Many From RA Draft November Minutes [SEC=OFFICIAL] - 9/12/2021

LR to RA, TS: Re: State Heritage Listing - 9/12/2021

LR to RA: RE: State Heritage Listing - 9/12/2021

LM Williams to RA: Bungendore Directory 2022 - 12/12/2021

LR to RA: State Heritage Listing Nomination (1 of 2) - 13/12/2021

LR to RA, BWMC: Re: Theme for ANZAC Day 2022 [SEC=UNOFFICIAL] - 14/12/2021

TS to RA, BWMC: Re: Theme for ANZAC Day 2022 [SEC=UNOFFICIAL] - 14/12/2021

RA to BWMC: Theme for ANZAC Day 2022 [SEC=UNOFFICIAL] - 14/12/2021

RR to RA, BWMC: Re: Theme for ANZAC Day 2022 [SEC=UNOFFICIAL] - 15/12/2021

PH to RA, BWMC: Re: Theme for ANZAC Day 2022 [SEC=UNOFFICIAL]-PJH (0535151221) - 15/12/2021

MS to TS, RA: Annual Anzac Dinner - 17/12/2021

Harry Lok to RA: WW1 Event 7 & ANZAC Day - 19/12/2021

RA to BWMC: FW: WW1 Event 7 & ANZAC Day - 20/12/2021

PH to RA: Re: WW1 Event 7 & ANZAC Day-PJH (0630211221) - 21/12/2021

TS to LR, RA: Re: SHL Nomination - 22/12/2021

LR to RA, TS: SHL Nomination - 22/12/2021

LR to RA, TS: FW: BWMC - Curtilage - 29/12/2021

TS to LR, RA: RE: BWMC - Curtilage - 5/01/2022

TS to BWMC: FW: ANZAC Day Risk Assessments - Main Service and March, Dawn Service - Bungendore - 6/01/2022

TS to BWMC: FW: ANZAC Day Risk Assessments - Main Service and March, Dawn Service - Bungendore - 6/01/2022

RA to TS, LR: RE: BWMC - Curtilage - 6/01/2022

QPRC to BWMC: Australia Day Awards 2022 - 13/01/2022

TS to BWMC: Constitution Annex A Roll of Honour Policy - 17/01/2022

Mark Spear QPRC to Undisclosed recipients: Area Committees - 17/01/2022

Jeanette Holness to BWMC: War Memorial Dinner 22/4/22 - 18/01/2022  
 PH to RA, TS: ANZAC DAY 2022-PROPOSAL MEDIA BRIEF FOR REGIONAL INDEPENDENT - 19/01/2022  
 PH to TS: Re: Constitution Annex A Roll of Honour Policy-PJH ( 1530180122) - 19/01/2022  
 GK to BWMC: RE: Constitution Annex A Roll of Honour Policy [SEC=OFFICIAL] - 19/01/2022  
 Regional Independent to PH: RE: ANZAC DAY BUNGENDORE 2022-PROPOSED BWMC MEDIA PLAN-PJH (1545210122) - 21/01/2022  
 Jeanette Holness to BWMC: War Memorial Dinner 22/4/22 - 25/01/2022  
 RA to BWMC: ANZAC Day & Dinner - Speakers - 26/01/2022  
 LR to RA: Re: ANZAC Day & Dinner - Speakers - 26/01/2022  
 RR to RA: Re: BWMC Meeting Papers - 26/01/2022  
 RR to RA: Re: ANZAC Day & Dinner - Speakers - 26/01/2022  
 PH to RA: Re: ANZAC Day & Dinner - Speakers-PJH ( 0630270122) - 27/01/2022  
 LR to TS, RA, SS: Pip's Report - 27/01/2022  
 CSO to BWMC: Thankyou and farewell [SEC=UNOFFICIAL] - 27/01/2022  
 CMDR Gemma Mountney to BWMC: RE: BWMC Meeting Location [SEC=UNOFFICIAL] - 28/01/2022  
 TS to RA: RE: BWMC Meeting Papers - 30/01/2022  
 Bung RFS Captain to BWMC: Assistance with ANZAC Day March in Bungendore 2022 - 31/01/2022  
 Aleisha Buckler (Heritage NSW) to LR, BWMC: RE: Bungendore War Memorial Nomination for State Heritage Listing - 1/02/2022

**b. Outwards**

TS to Maureen Elgood: RE: BWMC letter to DPIE - 1/12/2021  
 TS to Maureen Elgood: RE: Acknowledgement - Concerns about the proposed new Bungendore High School - Bungendore War Memorial Committee. - 9/12/2021  
 PH to Mark Spear QPRC: BWMC ROAD NAMING PROJECT-PJH ( 0700061121) - 6/11/2021  
 BWMC to Maureen TOWLER: RE: 2021 Bungendore Public School End of Year Presentation - 12/11/2021  
 SS to Maureen TOWLER: ANZAC Spirit Award - 12/11/2021  
 GA to JOSS, WO1 Crook: Re: CRN 20211119 - 075 ANZAC Day Bungendore War Memorial Committee [SEC=OFFICIAL] - 19/11/2021  
 RA to JOSS: Anzac Day 2022 Support - 19/11/2021  
 LR to Park Action: FW: Draft for BWMC - 22/11/2021  
 LR to Park Action: FW: Draft for BWMC - 22/11/2021  
 SS to Vanessa Bunn: Bungendore War Memorial Committee - Annual Commemorative Address and Dinner Friday 22nd April 2022 - 28/11/2021  
 LR to Abbie Grant QPRC: Meeting with Pip Giovanelli - 8/12/2021  
 BWMC to LMWilliams: RE: Bungendore Directory 2022 - 13/12/2021  
 PH to Bruce White: Re: ADFA memorial at Lake George - 6/01/2022  
 SS to Jeanette Holness: RE: War Memorial Dinner 22/4/22 - 18/01/2022  
 PH to Regional Independent: ANZAC DAY BUNGENDORE 2022-PROPOSED BWMC MEDIA PLAN-PJH (1545210122) - 21/01/2022  
 RA to Jason Dawson (CO Yarra): ANZAC Day - Bungendore, NSW - 27/01/2022

**6. Actions arising from correspondence**

- a. RA requested confirmation of the theme for ANZAC Day - All agreed that it should be HMAS Yarra (II).

- b. RA asked about the committees' thoughts on the offer from Harry Lok in respect to the WW1 re-enactment groups participation in ANZAC Day service. The committee thought that as it is a Navy year that they would be out of place and that we respectfully decline their offer. - **Action** RA to advise Harry Lok.

#### 7. Actions Register (Outstanding and Proposed items)

- Actions Register – February 2022 version 1
  - a. Item 81.1 Grants – RA advised that LR had approached council in respect to the grant for PA hire and that it would be handed back if we did not use it for ANZAC Day 2022.
  - b. Item 86 Constitution – TS advised by email that he had put the constitution on hold until the Councillor allocation process had been concluded.
  - c. Item 101.1 Bungendore High School – RA advised that a meeting was held with the QPRC Heritage advisor to determine the curtilage as currently it is the whole Mick Sherd Oval. Additionally, Council recently withdrew its support and this may impact the school and recently contamination had been found on the grounds adjacent to the eastern garden. RA advised he had a meeting with David Carswell (QPRC) after the meeting to see if this would impact ANZAC Day.
  - d. Item 103 NSW Heritage nomination – RA advised the nomination had been submitted and received just before Christmas 2021, it would now be reviewed to determine if it is eligible and if so, would progress to the Heritage Council's SHR Committee.

#### 8. ANZAC Day (Dinner, Dawn and Main Services)

- Watchbills were populated with relevant tasks allocated.
- Items that were already underway were updated.

#### 9. Finance report (SS)

- Attached
- Proposed: PH    Seconded: RA

#### 10. New Business

- a. No new business was raised.

#### 11. Next Meeting

- Thursday, 3<sup>rd</sup> March 2022 @ 0900 Bungendore Council Chambers.

#### 12. Closure

- Committee meeting closed at 1010



Secretary

February 2022



President

February 2022

# **QUEANBEYAN-PALERANG REGIONAL COUNCIL**

## **Council Meeting Attachment**

**23 MARCH 2022**

ITEM 11.1            SECTION 355 COMMITTEE MINUTES

ATTACHMENT 4    BURRA CARGILL PARKS S355 MANAGEMENT COMMITTEE -  
MINUTES OF MEETING - 16 FEBRUARY 2022

**Burra Cargill Parks Management Committee  
Burra s.355 QPRC Committee**

**Meeting  
Wednesday 16<sup>th</sup> February 2022  
7:30pm, Burra Hall.**

**Minutes**

**1) Attendance**

**Present:**

Kym Jordan (Chair), Greg George (Treasurer), Rob Hurle (Secretary), John Convine, Elvira Currie, Pam Hoffmeister, Fern McLachlan, Helen Murray.

**Apologies:**

Maree Latimer, Paul Martin, Sarah Martin.

**Public Attendees:**

None.

**2) Agenda Items**

It was agreed to reverse items 10 (Any Other Business) and 11 (Next Meeting) so that a discussion regarding Scouts could be held as Other Business. After some discussion it was resolved (R 1/2022) that some decisions can be made by email exchanges within the Committee. Moved Kym, seconded Greg, carried unanimously.

**3) Minutes of the Previous Meeting**

The previous meeting was the AGM held on 16<sup>th</sup> January 2022 and the minutes have been circulated prior to this meeting. Greg pointed out that the National Australia Bank required unambiguous details of signatories be spelled out in the AGM Minutes:

- full names of the four signatories be detailed;
- two of the four signatories to be sufficient for Bank instruments.

Subject to these changes being made it was resolved (R 2/2022) to accept the AGM Minutes.

**4) Reports**

**4.1 Treasurer's Report**

Greg presented the report and noted that the last two years had been far from typical because of Covid-19 public health rules and this will make predictions for the coming year difficult. The extra revenue in 2019-20 was a donation from the Burra Community Association (BCA). The report was accepted (R 3/2022), moved Greg, seconded Helen, passed unanimously.

**4.2 Chair's Report**

Kym commented that contacting Council through Mark Spear had been very positive and we can look forward to a productive relationship. Kym has circulated the email exchanges. The Chair's report was accepted (R 4/2022), moved Kym, seconded John, passed unanimously.

**5) Hiring Fees from 1<sup>st</sup> July 2022**

There was some discussion about Greg's comments concerning income and expenditure and the anomalous years 2019 and 2021. Greg pointed out that we had about 3 years worth of

## Burra Cargill Parks Management Committee

normal expenditure in reserve. The issue of insurance and the level of bonds able to cover any insurance excess was also raised. It was resolved (R 5/2022) to recommend to Council that:

- Fees for 2022-23 should be held at the present level;
- They should be reviewed again in one year;
- Bond increases will be deferred until more information is available about insurance excess.

Moved Greg, seconded Fern, passed unanimously. Kym agreed to find out about insurance excess from Council.

It was also noted that, now that Covid-19 public health rules are being relaxed, wider advertising of the Hall's availability for hire through *The Intermittent* may stir more interest.

### 6) Administrative Functions

#### 6.1 Keys

There are many keys to the Hall and sheds and the combinations of the two key safes are well known. It was resolved (R 6/2022) to:

- Purchase another key locker for hirers, the combination to be changed for each hire. Maximum of \$100 voted for this purpose.
- Change the combinations on the two existing lockers (one for the Hall, one for the Annexe) regularly, on the 1<sup>st</sup> of July each year.

Moved Kym seconded Pam, passed unanimously.

#### 6.2 Hall Bookings

As part of the discussions it was pointed out that the areas in the Park that were unsuitable for mowing by Council's equipment had been mown by Evan Rees. A vote of thanks to Evan (R 7/2022) was passed, moved Greg, seconded Helen, passed unanimously.

In response to Rob's seeking a backup Booking Officer if he was away, Fern replied that she could do the job. It is also possible that Evan and Robyn Rees would be willing to take on some aspects of the job. They will be approached. Pam and Fern commented that both pre and post inspections were important for bookings. Rob will also consider the Council "Sample Hire Agreement Form" and other hirer agreements which may be around.

Discussion also turned to the books, toys and other things left on the verandah "for loan" but it was agreed to defer this discussion until the next meeting.

### 7) Outstanding Works

John's list was considered and the tasks can be divided into (at least) three categories:

- Major upgrades (e.g., fencing);
- Smaller improvements;
- Routine maintenance.

Kym noted that Mark Spear would be willing to meet the Committee to discuss the more major items that may require Council input. It was resolved (R 8/2022) that:

- John be asked to categorise the list of tasks;
- A working bee be organised in March to address smaller items, John to provide a list.

Moved by John, seconded by Pam, passed unanimously.

### 8) Scope of Assets Under Management

Assets need to be listed for insurance purposes. Greg said that there is an existing assets register, but it may be held by Don Fraser. He will investigate and report back. Kym has had



## Burra Cargill Parks Management Committee

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contact with the Pony Club about Cargill Park and reports that mowing and other care seems to be under control. The Pony Club also has regular contact with Council.

### 9) Grant Alerts from Council

No-one had noticed anything that stands out in the February Alert, but an Alert is sent to the Committee once a month. Some projects that could benefit include:

- Exercise gear around the Park;
- Renovating the tennis courts;
- Upgrading the outside public toilets.

Elvira volunteered to do some discovery on what is available and Helen offered to write up any applications.

### 10) Any Other Business

#### Scouts

Elvira gave a run-down on the situation with Scouts Australia. The Scout Group started in 1984 and demographics have changed considerably since then. 1<sup>st</sup> Burra Group closed down to be replaced by a Tinderry Group which met at Fernleigh Park, but that has now been closed off. Children are no longer attracted from Googong as they now have their own Group. The ex-Burra Group has assets which will be dispersed if there is no Group in Burra and parents in Burra would prefer a new Burra Group. A sticking point is that Burra Hall is too old to have the Fire Safety Certificate required by Scouts Australia. It was agreed that Kym will contact Council seeking more information on the Fire Certificate situation and Elvira will approach Scouts Australia, pointing out that other older halls in the QPRC region are being used by Scouts.

### 11) Next Meeting

After some discussion it was resolved (R 9/2022) that two more meetings were needed this financial year and thereafter there would be four meeting per year, to be held on the 3<sup>rd</sup> Wednesday of the month. Proposed Pam, seconded Greg, passed unanimously. Thus the schedule for future meetings is:

- 16 March 2022
- 18 May 2022
- 20 July 2022
- 19 October 2022
- 18 January 2023

All meetings would be in the Hall and start at 19:30. This last one would be the AGM but may be moved forward to 15 February if it is felt that there would interfere with the holiday season.

### Resolutions

- |        |   |
|--------|---|
| 1/2022 | • Decisions of the Committee can be made via email discussion.                        |
| 2/2022 | • AGM Minutes accepted, subject to changes for NAB.                                   |
| 3/2022 | • Treasurer's report accepted.  |
| 4/2022 | • Chair's report accepted.  |
| 5/2022 | 1. Hall hiring fees for 2022-23 be left as is.  |
|        | 2. Fees be reviewed in a year.  |
|        | 3. Bond increases be deferred until the situation with insurance excess is clarified. |

**Burra Cargill Parks Management Committee**

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- |        |   |
|--------|---|
| 6/2022 | <ol style="list-style-type: none"><li>1. Purchase a hirers' key safe (max \$100).</li><li>2. Change the combinations of the existing safes every year on the 1<sup>st</sup> July.</li></ol>   |
| 7/2022 | <ul style="list-style-type: none"><li>• Vote of thanks to Evan Rees for finishing off mowing in the Park.</li></ul>   |
| 8/2022 | <ol style="list-style-type: none"><li>1. John be asked to categorise the list of maintenance and improvement tasks;</li><li>2. John to organise a working bee in March to address smaller maintenance items.</li></ol>  |
| 9/2022 | <ul style="list-style-type: none"><li>• Meeting schedule for the rest of the year agreed:<ul style="list-style-type: none"><li>◦ 16 March 2022</li><li>◦ 18 May 2022</li><li>◦ 20 July 2022</li><li>◦ 19 October 2022</li><li>◦ 18 January 2023</li></ul></li></ul> |

**BCPMC**  
**Treasurer's Report**  
**As at 15 February 2022**

|   |                   |
|---|-------------------|
| Balance at Bank as at 1 July 2021                 | <b>\$8,755.35</b> |
| <b>Plus revenue since 1 July 2021</b>             |                   |
| Hall/Annex Hire                                   | \$595.00          |
| Bond receipts                                     | \$300.00          |
| Bank interest                                     | \$0.41            |
| <b>Total</b>                                      | <b>\$895.41</b>   |
| <b>Less spending since 1 July 2021</b>            |                   |
| Utilities   | \$1585.17         |
| <b>Total</b>                                      | <b>\$1585.17</b>  |
| <b>Balance at Bank as at 15 February 2022</b>     | <b>\$8065.59</b>  |
| <b>Available funds</b>                            |                   |
| <b>Less</b>                                       |                   |
| Cheques written but not cashed (Bond returns)     | \$300.00          |
| Bonds due but not processed                       | \$150.00          |
| Hires paid for but Covid deferred (hire and bond) | \$275.00          |
| <b>Total</b>                                      | <b>\$725.00</b>   |
| <b>Funds Available</b>                            | <b>\$7340.59</b>  |

I move that the Treasurer's report be accepted.

### Hall charges 2016-17

Table 1 summarises the BCPMC financial outcome (rounded) for 2012-13 to 2020-21. Hall charges have not altered over this time.

Table 1

| Year    | Revenue      | Utilities | Maintenance | Total Expenditure | Result |
|---------|--------------|-----------|-------------|-------------------|--------|
| 2012-13 | 3080         | 1880      | 860         | 2860              | 320    |
| 2013-14 | 4300         | 1500      | 1300        | 3300              | 1000   |
| 2014-15 | 3330         | 1360      | 0           | 1640              | 1690   |
| 2015-16 | 3180         | 1250      | 940         | 2820              | 360    |
| 2016-17 | 3270         | 1520      | 0           | 2410              | 860    |
| 2017-18 | 4990         | 1450      | 150         | 3170              | 1820   |
| 2018-19 | 3220         | 1540      | 420         | 1970              | 1250   |
| 2019-20 | 7150 (3710*) | 1630      | 6490*       | 9450              | (2300) |
| 2020-21 | 1350         | 1220      | 0           | 1520              | (170)  |

Hall charges

Hirings have dropped since the start of the Covid pandemic and it is difficult to estimate how this (and hire revenue) will bounce back.

Hirings for charitable purposes. The last committee waived fees for the quilters biggest morning tea though this is not in the charge rate. On occasions other charitable organisations have asked for discounts (eg wildcare) but this has not been granted.

Account Signatories

Signatories to the account need to be 'customers' of NAB, ie pass the normal bank proof of identity requirements. Then there is a form which needs to be completed in the branch to remove existing signatories (large clean up job required here) and replace with the new ones. Bank needs evidence of the validity of the change in the form of supporting meeting minutes and the signature of at least two of the existing signatories.

Greg George  
Treasurer

## **Chair's Report**

### **Burra Cargill Parks Management Committee**

#### **Meeting: Wednesday 18th February 2022**

First and foremost a sincere thank you to the past committee and Greg George for running the show for the past few years through COVID and council amalgamations.

Secondly, a warm welcome to the new committee and great news that we have a strong and viable team!

This piece is intended as a Chair's report of business between meetings and "where we are up to" recaps to go out with the agenda. In this spirit I encourage committee members to send Rob agenda items ahead of time, where possible, to make the most of our meeting time.

**Governance and the role of the s.355 committee.** As circulated at the AGM, QPRC have a well written guidelines document re the functions and role of s.355 committees (see attachment). It is well worth reading prior to this next meeting if you haven't seen before - although 38 pages in one go is a bit of a slog!

**Reporting to Council.** One variation to the current s.355 arrangements is that the intermediate Regional Locality Committees (ie Burra Locality Committee including Burra, Urila, Royalla and Fernleigh Park) are not up and running. Instead Rob, as secretary forwards our committee correspondence to Council via Mark Spear (Program Coordinator - Recreation) who acts as s.355 liaison - Mark then coordinates with the relevant branch of Council. Mark has been very helpful and this pipeline seems to work well.

**Decision and Quorums:** I appreciate that it is going to be difficult to achieve dates that all can attend. Under the guidelines our quorum is the "majority of members" - so that would be 6. Additionally, motions that are more complicated or contentious arising from discussions should be written and circulated prior to voting via the next agenda, so that everyone is clear about what is being decided - in that case a proxy vote is also acceptable. I hope those provisions preserve equity in decision making for those that cannot attend all meetings.

**Progress.** Since the AGM Council has been contacted for assistance with:

**Driveway.** Grading of the driveway. This work was quickly done. [John C has noted that unfortunately potholes are already creeping back and potentially require hotmix or some form of paving as a permanent solution.]

**Mowing.** Mowing of oval and grass between buildings. Again, this work was quickly actioned by the Council maintenance team - a big job given the height of the meadow on the oval. Potentially we could have made 100 bales to subsidise expenses at the Hall!

**Fire Safety Certificate for the Hall - request from the Scouts.** We would very much like for the Scouts to be back and regularly using Burra Park and Hall for activities. Council have said that Burra Hall pre-dates the relevant regulations regarding Fire Safety Certificates and have suggested a solution. The following information was provided:

- *Due to the age of the building, a Fire Safety Statement is not required.*
- *We do not have a fire safety schedule nor are required to have one.*
- *We do maintenance on the system and can provide some details if required.*
- *We have scouts using other aged QPRC buildings and this has been sufficient.*

[Terminology for context: A *Fire Safety Certificate* is issued on completion of a new building. A *Fire Safety Statement* is an annual return by the owners saying that the Fire Systems are maintained to standard. A *Fire Safety Schedule* is the measures specified in a development application.]

**Outlook.** The immediate work ahead for the committee includes:

**Decision on Meeting dates.** The committee have discretion to decide their meeting times and frequency. According to Councils guidelines we must meet at least 4 times per year and have an AGM before September. *Please give some thought to that question of frequency and when the AGM would fall in the calendar year 2023.* Under the guidelines we should inform Council of the forward meeting dates so that they can publish this under Council notices so that the Public can attend. [Meetings must be open to the public. They are invited to raise questions before the meeting starts but not to participate in business discussions and decisions. Also the minutes of the committee are public documents].

**Review of 2022/2023 FY Hall Fees.** Greg has offered to generate information on the running costs and we also have the fee schedule for other QPRC facilities. *Could all please prepare for a focused discussion covering:*

- Anticipated utilities and maintenance expenses.
- Input from user groups.
- Merit in keeping fees static?
- Merit for CPI adjustments or parity with similar facilities?
- Other factors?

**Position vacant: Deputy Bookings Officer.** Rob as the Booking officer has the responsibility of operations around Hall hire. Rob is coming up to speed with help from Greg. There is a fair bit of footwork and admin required to keep things running smoothly. *Could you please indicate to Rob if you are willing to assist?* Also, I am aware that there are a few hidden helpers that do a great job of helping out with the Hall upkeep – *if we could please identify these helpers so that they are included in any updates [such as key locker changes].*

**Scope of Assets.**

**Burra Park.** The land, Hall and all other buildings, structures, infrastructure, playground, sports facilities, amenities and building inclusions at Burra Park are all vested in Council. The BCPMC exists as a sub-committee of council for the operational management of these facilities for the benefit of the community.

**Cargill Park.** As Greg outlined at the AGM, the Pony Club has a long-standing arrangement to manage Cargill Park. The Pony Club (POC Rebecca Warner, Secretary) confirms that they continue to manage maintenance at Cargill Park. Cargill Park is available to the public. The

Pony club have an arrangement to offset fees for maintenance work. They are in regular communication with Council. Mark Spear recently had a familiarisation visit to the Park.

**Other Assets.** I am unaware of any other parks or assets in Burra/Urila which would fall into the s.355 scope. As far as I know the BCPMC does not have any other assets [ie resources or equipment] that are housed off-site.

**Asset insurance.** As a project in the next 12 months we should itemise a list of Burra Park Assets so that Council can record for Council's insurance purposes. This would include kitchen appliances and fixtures and fittings that would be material to making a claim in the case of a significant loss (ie theft/flood/fire/vandalism). *Is anyone interested in doing this as a project?* Items stored at the Hall by user groups (ie Scouts equipment, BCA equipment) would not fall into this scope and are covered by that organisation's insurance.

**Maintenance.** John, as maintenance officer has put out a maintenance list as part of the agenda. This will be a great tool to plan for future working bees, projects and grant applications. *Please review and comment - additional ideas are welcome.* We have also contacted Council to start feeling out the demarcation between what maintenance volunteers should do versus the responsibilities of Council. One example is cleaning gutters – who is responsible? The separation of responsibilities is broadly covered in section 5 of the guidelines. However, as Greg described at the AGM, some work requires a case-by-case dialog with Council to explore the requirement, scope of work and sensible outcomes.

**Grants.** As you will have seen the Council regularly circulates a list of grant opportunities. Once we have settled on a wish-list of projects then the fun will begin to identify funding. *It would be valuable if someone is willing to parse the available opportunities and pen applications.* In reality it is often easier to win grants than to spend the money so probably 2 or 3 targeted applications per year would be enough to keep us in the game.

Again, thank you for volunteering your efforts. Having a large and diverse committee is a big advantage for sharing the load.

Kym Jordan

jordans.burra@hotmail.com

0439 264 156

# **QUEANBEYAN-PALERANG REGIONAL COUNCIL**

## **Council Meeting Attachment**

**23 MARCH 2022**

ITEM 12.1      MOLONGLO RAIL TRAIL

ATTACHMENT 1    MRT FEASIBILITY STUDY



# Molonglo Rail Trail Feasibility Study





This report has been prepared by

Molonglo Rail Trail Incorporated

and

TRC Tourism

with input from

Postgraduate students at

University of Sydney, Business School

The University of Canberra, Environment Design School



## Bungendore - Hoskinstown - Captains Flat

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Contact: [info@molonglorailtrail.org](mailto:info@molonglorailtrail.org)

Molonglo Rail Trail Feasibility Study November 2018

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### Executive Summary

The Molonglo Rail Trail (MRT) Feasibility Study has been developed in response to strong community support for a rail trail along the abandoned rail line between Captains Flat and Bungendore, adjacent to the ACT and near Queanbeyan in NSW.

The study sits in the strategic context of the recently released NSW State Government's Tourism and Transport Plan – "Support the Visitor Economy" which specifically commits to "Growing transport as tourism" including consideration of "...the conversion of more rail trails to support regional bicycle and active tourism, where there is community support."

The study demonstrates that the MRT is not only feasible but will:

- Provide significant economic, health, educational, environmental and social benefits to local communities; and,
- Boost active tourism, generating a significant increase in visitor numbers to NSW and the ACT.

The MRT will run from the Bungendore station connecting to the abandoned rail line which traverses rural countryside through Hoskinstown to Captains Flat, a total distance of 42km. For most of this distance the trail follows the Molonglo River valley.

The railway line was constructed in 1939 to haul ore from the mines. It was closed to all rail traffic in 1968 after mining at Captains Flat ceased in 1962. The Captains Flat - Bungendore branch line is owned by the NSW Government which has no plans to sell the line.

Bungendore has many facilities and tourist attractions that make it an ideal starting point. Captains Flat has a significant mining history with much mining infrastructure still in place making it an attractive destination as the end point.

Support for the trail has been expressed by local organisations, businesses and many individuals, with two fundraising events raising over \$36,000 from the community to support this feasibility study.

The Queanbeyan-Palerang Regional Council (QPRC) Tourism Plan for 2017-2025 identifies the MRT as a key element of future tourism development for the region. Further, the recently released Canberra Cycle Tourism Strategy identifies rail trails in the region as an important element of their overall strategy to market the ACT and region as a preferred cycling destination.

This study shows that the MRT will attract users from the ACT, Sydney, regional NSW and wider regions, bringing significant benefits to Bungendore, Hoskinstown and Captains Flat, including employment opportunities and potential for new and expanded businesses.

Tourists using the trail will spend money on food and accommodation, and will also boost patronage at galleries, wineries and local businesses. Evidence from successful rail trails in other states shows that new businesses will start up, existing businesses will have increased patronage and there will be a boost to local employment. The potential economic benefit to the region from day and overnight visitors is estimated to be \$2m per annum, building considerably beyond that over time.

The report outlines three case studies of successful rail trails around Australia and New Zealand which support the projected economic benefit figures.

Rail trails, especially around towns and villages, often become a focal point for social activity in communities, where people meet and participate in group activity such as walking, running and cycling. The MRT will provide educational, environmental and cultural awareness opportunities. The natural environment along the trail is diverse, ranging from grazing and agriculture to forests and riverine environments. The trail route has a unique heritage which will be showcased by the trail.

A key part of this feasibility study has involved consultations with adjoining landowners to explore possible solutions to the following perceived risks:

- Crime - Trespassing, vandalism and theft;
- Privacy and impact on farming practices;
- Fire, weeds and dogs;
- Fencing, rubbish and toilets;
- Unauthorised use and liability of landowners; and,
- Future management and maintenance.

Mitigation strategies to address these risks are provided in the study.

Using costs of recent trail developments in similar environments, estimates for completion of this trail range from \$6m to \$8m. Ongoing maintenance costs need to cover infrastructure maintenance (trail surface, gates, fences, crossings, toilets and carparks) and vegetation and weed control. These are expected to be in the order of \$60-90,000 per annum.

The study details ongoing fund raising, which is expected to cover all maintenance, management and promotion costs for the trail. Fund raising options being explored include bike hire, souvenir cycle and athletic wear, leasing of rail trail assets, and significant income from planned cycling, running and walking events.

This study shows that the MRT will be successful, as it is close to major population centres, has unique environmental and cultural features, many existing attractions, strong community support and a viable business and management plan.

The next step is a Development Plan to complete a detailed design for the route and required infrastructure and a detailed budget to construct the trail. The Development Plan will involve detailed consultations with landowners to address specific risk mitigation actions such as fencing, gates and where necessary, visual screening to be included in the infrastructure budget. The MRT Development Plan is estimated to cost \$50-70,000 and take up to 6 months to complete.

The MRT Committee has established a 'Friends of Molonglo Rail Trail' group to facilitate ongoing engagement with stakeholders, in particular local businesses, organisations, clubs, schools, sporting groups and landowners.

Noting that the MRT is feasible and is expected to increase visitor numbers to NSW and the ACT and generate significant benefits for the community, the MRT Committee commends the MRT Feasibility Study to the Queanbeyan-Palerang Council and the NSW State Government and looks forward to completing the Development Plan in 2019.

## 1. Introduction

This feasibility study (the study) has been developed in response to strong community support for the development of a rail trail along the abandoned rail line between Captains Flat and Bungendore, adjacent to the Australian Capital Territory and near Queanbeyan in NSW. The study provides some history of the rail corridor and examines this proposal in context of other rail trails around Australia. The report outlines the attributes of successful rail trails, including social, economic and environmental benefits, with specific reference to this proposed development. The study details consultations that have taken place with the local communities and landowners along the proposed route and develops a business case to support the proposal. It outlines expected development and maintenance costs and addresses expected and expressed concerns of landowners along the route. Some solutions to issues of concern are presented.

Molonglo Rail Trail Inc., as an organisation of local community members, has explored the feasibility of converting the disused railway line between the towns of Bungendore and Captains Flat in NSW into a rail trail to be known as the Molonglo Rail Trail (MRT). The proposed rail trail would be used for non-motorised recreation such as walking, running and cycling, and potentially horse riding, along sections of the trail. The proposed rail trail development is supported by many local residents as a community asset with potential to:

- Provide a safe, healthy, and environmentally-friendly outdoor recreation asset for local residents,
- Attract visitors to the area, growing businesses and providing employment opportunities, and,
- Revitalize the towns of Bungendore, Hoskinstown and Captains Flat.

The NSW Government aims to develop regional tourism through investment in regional infrastructure (including rail trails) under the Regional Tourism Infrastructure Fund. Feasibility studies addressing the viability of proposed rail trails are required by the Government, as a first step in deciding whether funding will be allocated to particular rail trail projects.

The study sits in the strategic context of the recently released NSW State Government's Tourism and Transport Plan – "Support the Visitor Economy" which specifically commits to "Growing transport as tourism", including considering "...the conversion of more rail trails to support regional bicycle and active tourism, where there is community support."

At the local level the Queanbeyan-Palerang Regional Council (QPRC) has developed a Tourism Plan for 2017-2025. This plan identifies the MRT as a key element of future tourism development for the region.

Further, the recently released Canberra Cycle Tourism Strategy identifies rail trails in the region as an important element of their overall strategy, which proposes to market the ACT and region as a cycling destination. Now is the time to assess the feasibility of the MRT as a key cycling asset for the region.

## 2. The Feasibility Study

This study demonstrates that:

- Establishment and operation of a rail trail leveraging the disused rail line between Captains Flat and Bungendore, adjacent to the Australian Capital Territory and near Queanbeyan in NSW, with extensions at either end linking Bungendore and Captains Flat is highly feasible,
- There is proven demand and strong community support for the proposed trail,
- The user experience (terrain, landscape and heritage) is unique and compelling as a tourism attraction,
- The rail trail would further serve to promote being active and healthy,
- Local landowners have been consulted and solutions to their issues can be identified, and,
- The fully developed trail will bring economic benefits to the community and region that outweigh the capital investment required to establish it.

## 3. Setting the Scene

A group from the Bungendore Rotary club and Pedal Power in the ACT began considering a rail trail in 2002, probably the first for NSW. A scoping study was conducted which included extensive consultation with local businesses, community groups and landowners. The study concluded there was significant support for the rail trail, including the then local council (Palerang).

An application for the Molonglo Recreational Trail, of which the Bungendore to Captains Flat Rail Trail was one section, was submitted to the Australian Tourism Development Program in 2007. The Molonglo Recreation Trail was an ambitious and complex project, involving the disused rail line in NSW and walking/riding tracks to be developed in the ACT. Unfortunately, the application was not successful due to lack of available funding, the complications of involving both NSW and the ACT, and difficulties relating to decommissioning the rail line.

In response to changing circumstances in NSW, Molonglo Rail Trail Inc (MRT Inc) was formed in 2014 and now seeks to develop a quality rail trail experience for visitors and local residents that will deliver recreational, social, health and economic benefits to local communities. It plans to incorporate the features of rail trail experiences elsewhere that have proved to be successful.

Current support for the rail trail project has been expressed by local organisations, businesses and many individuals. An indication of strong community support comes from the success of two fundraising events run by MRT Inc that together raised over \$36,000. The proceeds from this fundraising have been used to hire consultants TRC Tourism and Makin Trax:



- To consult landowners with properties adjacent to the rail line,
- To assess the condition of the rail line including bridges and culverts, and,
- To develop an estimate of the costs of constructing the rail trail.

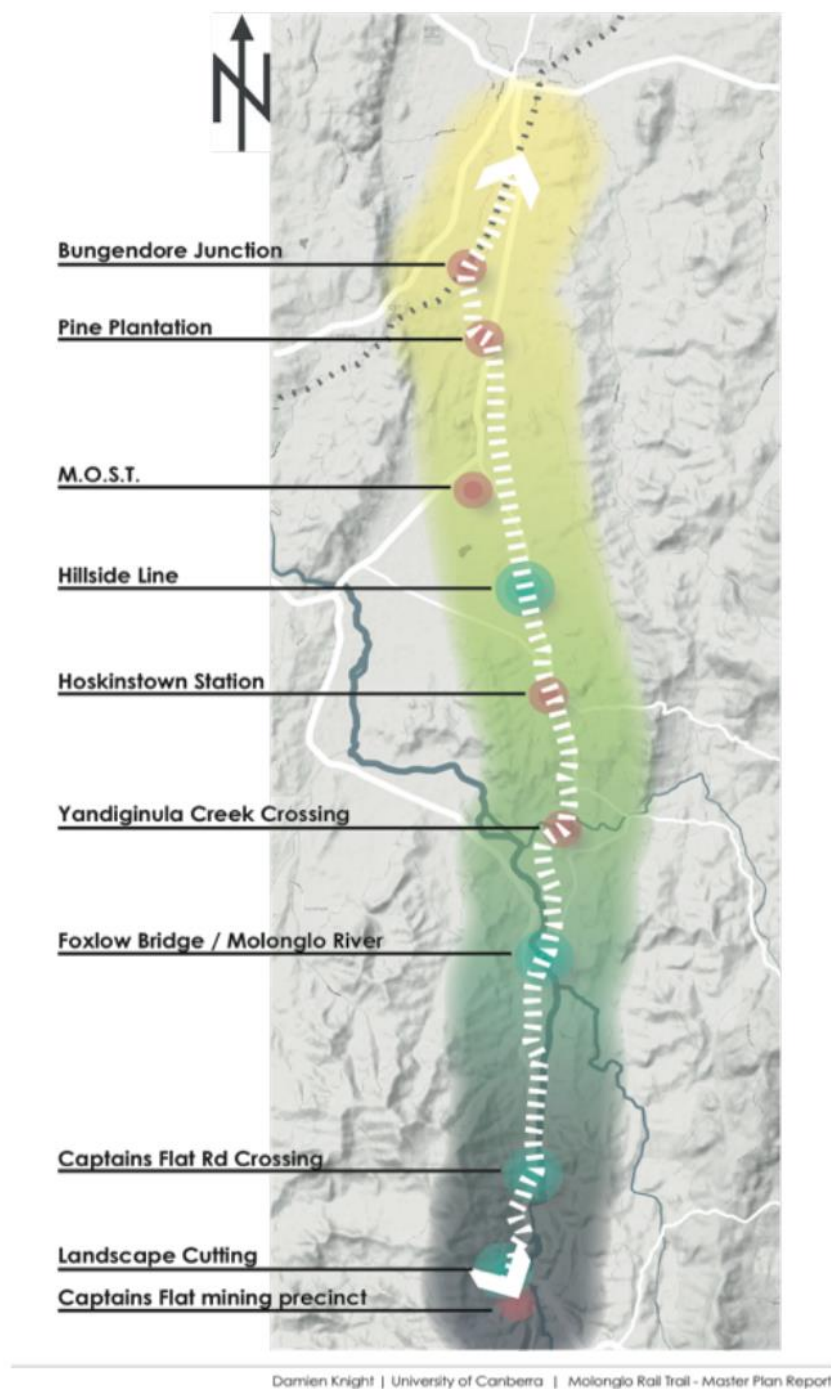
Additional input to the study has been provided from postgraduate students at the School of Business, University of Sydney and landscape architecture students at the University of Canberra.

### 3.1 The Railway Line History

The MRT is proposed to be developed on the disused railway line between the towns of Bungendore, Hoskinstown and Captains Flat in the Queanbeyan-Palerang council area in south eastern NSW, to the east of the population centres of Canberra and Queanbeyan. This railway line was constructed in 1939 and was used primarily to transport ore from the mines at Captains Flat until it was closed to all rail traffic in 1968 after mining ceased in 1962. The railway corridor remains in the ownership of the NSW Government and runs through various rural properties and Crown Land.

There has been little use of the corridor over the last 50 years. Adjoining landowners have grazed their stock in the corridor, which is largely unfenced.

The railway line to Captains Flat branches off the main Canberra to Sydney railway line (which is still active) 8 km south of Bungendore and runs through the village of Hoskinstown to the old rail head 1 km from Captains Flat – a total length of 34 km (see Figure 1). By connecting Bungendore, Hoskinstown and Captains Flat, the total trail would be about 42 km.



**Figure 1 - Molonglo Rail Trail Proposed Route**

The route passes through open rural plains south of Bungendore, crosses the Molonglo River on the 45 metre long Foxlow Bridge, south of Hoskinstown and then passes through the more rugged, forested terrain of the narrowing Molonglo River valley to Captains Flat.



**Figure 2 - Foxlow Bridge over Molonglo River**

Relics of the former railway remain along the route. The Captains Flat Railway Station and adjacent turntable still exists along with two bridges, timber culverts and assorted railway infrastructure can still be seen (such as mile pegs and signals). Railway siding platforms, though overgrown, can still be found. Cuttings and embankments are a common feature.



**Figure 3 - Old Hoskinstown Station**

Since the closure of the operating railway over 50 years ago, little maintenance has been carried out within the railway reserve. In most locations the steel railway track remains intact as do the old rotting sleepers, although they have been removed in some places. The two steel and concrete bridges remain intact and appear to be in good condition. The railway was built as an unfenced railway corridor which has resulted in much of the old line now informally 'integrated' and used by adjoining landowners.

### **3.2 Local Towns**

Bungendore, a small town of 4,200 people on the Kings Highway between Queanbeyan and the NSW south coast, has several galleries (including the well-known Wood Works Gallery), cafes, retail shops, a supermarket, community services and accommodation facilities. It is situated in a region with numerous dispersed attractions such as wineries, national parks and state forest. A 35 minute drive from the Canberra CBD and a 20 minute drive from the Queanbeyan CBD, Bungendore is a popular destination for excursions by Canberra residents and visitors. It also operates as a commuter town for residents working in Queanbeyan or Canberra.

Hoskinstown and Captains Flat are small communities with 190 and 610 district residents respectively. Hoskinstown has no services at present, but is well positioned midway on the trail, to develop businesses to cater to trail users. It has a community hall and several buildings associated with the old railway and mining operations.

While Captains Flat has extensive infrastructure and some accommodation facilities left over from the days of mining it has experienced a declining local trade and closing businesses. Close by the village is a mining display and look out with undoubted tourist potential, that could be expanded to become quite a draw card. Local residents travel to Queanbeyan or Canberra for shopping and, in many cases, employment.

### **3.3 Current Ownership and Maintenance of the Rail Line**

The Captains Flat - Bungendore branch line is owned by the NSW Government. The NSW Government has no plans to sell any of the corridor or the assets contained within it. The line is currently maintained as part of the Country Regional Network (CRN) non-operational network. The maintenance contract is currently held by John Holland Rail who is responsible for maintaining the rail corridors comprising the network, to ensure that the local environment is preserved and public safety is maintained. Maintenance of the CRN non-operational network generally includes the following:

- Noxious weed and animal control;
- Other vegetation management where required;
- Maintenance of fencing;
- Safety-related inspections and works in relation to structures;
- Other works required to ensure that the CRN non-operational network does not create any undue or unfavourable local impacts; and,
- Any other work required to rectify a safety hazard.

Between 1 July 2011 and 31 May 2015 John Holland Rail was paid \$6.6 m to maintain the 3,127 km of the non-operational network (\$540 per km per year). This equates to \$17,280 per year to maintain 32 km of abandoned rail line proposed for the MRT.

## 4 Cycle Tourism and Rail Trails

Whilst rail trails cater for hikers, walkers, runners and other recreational pursuits, including horse riding, the predominant users of established rail trails have been recreational cyclists, often including family groups.

### 4.1 Cycle Tourism

Cycle tourism is a rapidly increasing phenomenon worldwide and is defined as tourism where cycling is the primary reason for travel. In 2013 it was estimated that the total annual economic benefit of cycle tourism in the EU countries was **513 billion Euros (\$840 billion AUD)**.<sup>1</sup>

A recent Tourism Research Australia survey, conducted in partnership with Visit Victoria concluded that while this market is relatively small in size, those involved often take multiple trips each year, and are highly engaged. It found that recreational cycling on day trips close to home was the single most common trip type (28%) although participation in cycling events and trips that involved at least one overnight stay were also popular trip types.

The proposed MRT is located wholly within the area served by the Queanbeyan Palerang Regional Council (QPRC).

The (QPRC) Tourism Plan 2017–2025: (Supporting the Visitor Economy), makes the following claims in relation to the future of Cycle Tourism for this region.

*“QPRC should position itself as the ultimate cycling destination of the future.*

*Key considerations to achieve this goal include:*

*Physically connecting Queanbeyan to the villages and towns of the region through new facilities and cycle ways; and,*

*The opportunity for a mix or range of facilities and infrastructure – single track, multi-use or shared trails, technical rides and bike parks as well as touring routes including rail trails.”*

The mecca for cycle tourism in Australia is NE Victoria, which has the most frequented rail trail in Australia (Murray to Mountains). The NE Victoria Tourism Plan 2016-19 has identified some trends that will impact infrastructure, product development and marketing efforts in the cycle tourism space.

- **Growth in electric bikes (e-bikes)**

Nearly 48 million e-bikes are forecast to be sold worldwide by 2018. Australia is experiencing growing demand for these types of bikes for use on both mountain bike

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<sup>1</sup> Neun, M. and Haubold, H. 2016. The EU Cycling Economy – Arguments for an integrated EU cycling policy. European Cyclists' Federation, Brussels, December 2016

and rail trails, which will open up the cycle tourism experience to a new demographic of users. It will necessitate the development of new trail usage and maintenance requirements and industry changes to support the new type of bikes, and will also drive a change in the type of tourism experiences that visitors demand.

- ***Increase in female participation***

The cycle tourism market has seen a slow but steady increase in the number of women who are riding bikes, particularly in road cycling and mountain biking. Women often look for opportunities to develop their skills and undertake tourism experiences with other women (separately from men) which has led to a growing demand for female only clinics, tours and holiday packages, and consideration for targeted marketing campaigns.

- ***Growth in mature male road cyclists***

Roy Morgan Research<sup>2</sup> notes that over the last decade there has been significant growth in male road cyclists, with participation rates doubling among men aged 50-64 and more than doubling among men aged 65+. Road cycling is a low impact sport that is ideal for people in these age brackets, as well as offering a strong social component that is also attractive. Again, growth in this demographic will necessitate a review of the associated tourism offering to ensure it meets the needs of these visitors.

- ***Experience Requirements***

Where people used to travel just for the ride experience, they are now looking for a more diverse and holistic holiday offering that combines a range of experiences including a strong food and wine or nature-based tourism component. Cycle tourism has also experienced a growth in cycle touring – multi-day riding trips between destinations - and an increase in demand for particular trail types.

## **4.2 Rail Trails**

One of the major cycle tourism needs that is constantly to the fore is for “safe” cycling and rail trails meet this need very well. Rail trails are disused railway lines converted to cycling and walking trails. They are attractive because they are free of all road traffic, they generally have gentle grades and curves and often traverse scenic areas. Victoria has been particularly active in creating rail trails with a number throughout the state.

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<sup>2</sup> Roy Morgan Research “On your bike! Cycling participation picks up speed” May 18 2015- Finding No. 6237





*Murray to Mountains Rail Trail*

The Murray to Mountains Rail Trail from Wangaratta to Bright in Victoria's North East is the most studied and arguably the most popular. The Lilydale to Warburton Rail Trail on the outskirts of Melbourne, the East Gippsland Rail Trail from Bairnsdale to Orbost and the High Country Rail Trail from Wodonga to Tallangatta are also very popular with tourists.



*East Gippsland*



*High Country*









*Lilydale to Warburton*

In NSW the creation of rail trails has been problematical with a major barrier being the state legislation in place that requires legislative change to allow the closure of disused railway lines, even if they have been disused for long periods and are never likely to be used for rail transport again.

In Southern NSW there are several potential rail trail projects in various stages of development.

These include:

-  Riverina High Country - Wagga Wagga to Tumbarumba (137km) and Tumut to Batlow (32km)
-  Murrumbidgee Valley - Coolac to Tumblong via Gundagai (32km)
-  Monaro - Canberra to Cooma and on to Bombala
-  Picton to Mittagong
-  Crookwell to Goulburn (54km)
-  **Molonglo Rail Trail** - Captains Flat to Bungendore (42km) with possible links to Queanbeyan and Canberra.

The NSW Government approved the Tumbarumba to Rosewood Rail Trail as a Pilot Rail Trail in 2015, with a budget of \$5M. Work is proceeding with a specialist Government committee working to ensure all approval and construction aspects have been considered. Legislation has now been passed in the NSW Parliament to allow work to commence. The work they are doing will make it easier for the development of future rail trails in NSW.

The Crookwell to Goulburn Rail Trail team have completed a feasibility study and are now working on a Development Plan.

From a tourism development perspective it would be a significant boost to cycle tourism in the region if all of these trails came to be in the next 10-15 years, or even if one or two were developed it would add significantly to the mix of cycle tourism attractors in the region.



## 5. Success Factors for Rail Trails

Rail trails that have succeeded in attracting visitors to regional areas and contributed to local economic growth and social wellbeing have several characteristics in common. These success factors have been identified in a number of studies across Australia and are summarised as follows:

- Attractive landscapes and natural or cultural attributes;
- Integrated experiences – linked activities, attractions and services in or near townships along the rail-trail - places to eat, drink, explore and stay;
- A unique and distinctive experience for the region that is well-promoted;
- Quality, accessible infrastructure;
- Community and adjacent landowners support; and,
- Effective governance and sustainable management.

Each of these factors is outlined below and the MRT proposal is assessed in relation to each factor.

### 5.1 Attractive landscapes and natural or cultural attributes

The landscape around a rail trail and the features on and near the trail need to be attractive to visitors and draw their interest. Rail trails have been established in a range of landscapes including forested, rural and coastal landscapes and urban areas. In some cases, a rail trail may provide opportunities for the public to traverse an area that is otherwise not open to public access.

Typically the railway alignment itself contains historic features such as stations, bridges, culverts, tunnels and embankments. The railway construction may have special features of intrinsic interest or illustrating the conditions of life in the area. There may be surrounding areas (such as forestry operations, mines) and towns that are linked to the story of the railway and its impact on the surrounding areas and people.

Successful rail trails tell the story of the former railway line and surrounding areas and communities in a way that brings the area to life for rail trail visitors. This includes:

- The use of former railway infrastructure for amenities and interpretation;
- Links to surrounding places related to the railway and community stories (including museums, historic buildings, mine diggings); and,
- Compelling storytelling through onsite signage and displays and digital apps that can be downloaded to mobile devices for use on the trail.

Depending on the location, rail trails can be opportunities for observation and interpretation of native vegetation and wildlife. They can provide access to protected or other natural areas for activities such as relaxation, nature observation, bushwalking, mountain biking and fishing.

### *Assessment of Molonglo Rail Trail*

The former railway line passes through attractive rural and forested landscapes with rich history and natural features. The trail has extensive views across the Hoskinstown Plain and beautiful mountain backdrop of the Tallaganda and Yanununbeyan National Parks.

The European heritage of the Bungendore-Hoskinstown-Captains Flat area spans the early exploration and settlement of the Molonglo Plains south of Lake George from the 1820s and contains several historic pastoral holdings such as Foxlow, Carwoola and Molonglo.

Bungendore was established in the late 1830s and has several heritage buildings including the railway station which was opened in 1885.

Captains Flat was initially a copper mining tent settlement that was gazetted as a town in 1888. It had a reputation as a 'rough and rowdy' place and experienced a dramatic history of slumps and rejuvenation. A slump in the copper market led to a decline in the town, but the town was rejuvenated when mining resumed and the railway to Bungendore was opened in 1939. The town entered another period of decline after mining ceased in 1962 though it has experienced some revival from the 1970s with the opening of a sawmill and settlement by commuters seeking a quiet retreat from Canberra and Queanbeyan. Following the cessation of mining, waste from the mine tailings contaminated the Molonglo River and surrounding land. A tailings stabilisation operation was conducted in 1974 and the river ecosystem has recovered.

Captains Flat is claimed to be the birthplace of Tom Wills who developed Australian Rules football.

Hoskinstown developed from the late 1850s as a settlement on the road to the Araluen goldfields to the south and continued to provide accommodation and services for travellers, the surrounding pastoral community and miners.

The route of the proposed rail trail passes the Molonglo Observatory Synthesis Telescope (formerly the Mills Cross Radio Telescope) operated by the University of Sydney.

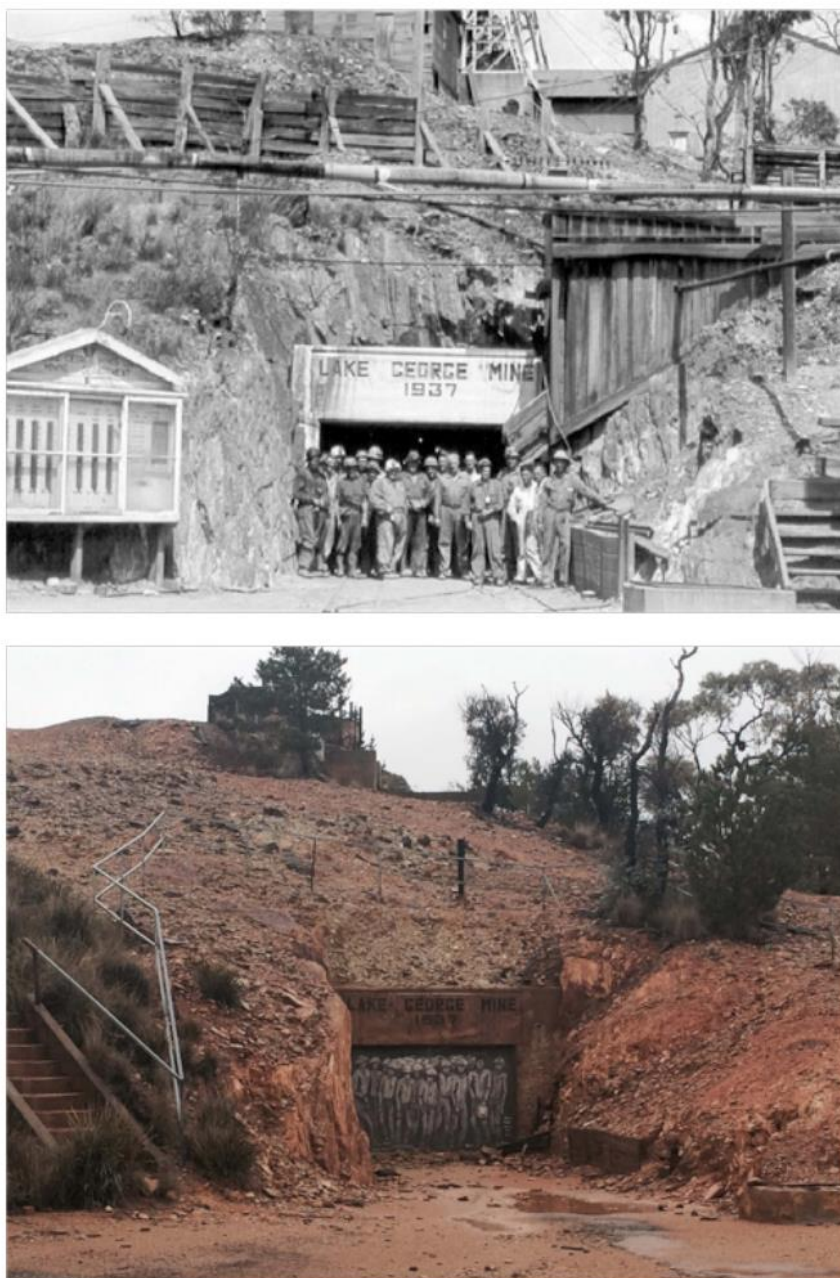


**Figure 4 - Molonglo Observatory Synthesis Telescope**

The railway line and other places in the area were the site of filming for the 1970 film about Ned Kelly starring Mick Jagger of Rolling Stones fame.

There is a rich Aboriginal heritage in the proposed MRT area. It is understood that the Moolinggoolah and Mulwaree people occupied the Lake George and Molonglo Plains areas long before European settlement. There may be potential to liaise with local Aboriginal people and researchers on developing Aboriginal stories of the area.

Interesting stories about local communities and the factors influencing their lives, including the railway and mining at Captains Flat will be a key drawcard to users of the trail. A study commissioned by the previous Palerang Council provides information that could be drawn on and contribute to the development of storylines and interpretation.



**Figure 5 - The Lake George Mine at Captains Flat 1937 and Today**

### **5.2 An integrated experience – linked activities, attractions and services.**

The most successful rail trails offer a total, integrated experience to visitors. They are more than a walk or cycle through attractive landscapes – they provide opportunities for

connection to places and people and a range of linked activities and attractions characteristic of the place and its communities. In addition to natural and cultural heritage attractions and interpretation, offerings linked to rail trails have included:

- Local food and wine and produce;
- Markets;
- Farm visits and farmstays;
- Art and craft galleries;
- Sporting activities;
- Historic railway trips; and,
- Events, including local events and events specific to the rail trail.

The best rail trails offer streamlined experiences where visitors have ready access to a range of accommodation and the services needed to facilitate an enjoyable journey – such as:

- Bike hire and repair;
- Luggage, bike and people shuttle transport, to enable one-way journeys;
- Tour products;
- Packages; and,
- Online booking services.

### ***Assessment of Molonglo Rail Trail***

The village of Bungendore is a positive feature for the proposed rail trail. It provides an established visitor destination with existing visitor attractions and accommodation and services with the potential to be integrated with or adapted to visitation to the rail trail. Importantly, businesses in Bungendore have the capacity to grow, providing additional local employment opportunities and services to support a rail trail tourism experience. A path connecting the end of the old railway line to Bungendore will be critical to the integration of Bungendore retail centre into the rail trail experience. Visitors will be able to enjoy accommodation, cafés, art and craft galleries, historical pubs and other retail outlets. Retailers will potentially supply provisions for rail trail visitors such as picnic hampers.



**Figure 6 - Railway Station Bungendore**

**Woodworks gallery Bungendore**



Hoskinstown village has interesting historical features for users of the rail trail to explore, including remnants of the old railway station, an historic church and community hall. It has potential to develop as a half way stop for the trail.



**Figure 7 - Catholic Church Hoskinstown**

The Captains Flat community has a range of interesting features for visitors including the old mine site, tailings dam and the unique style of miners cottages. The Captains Flat pub has the potential to cater for visitors and the local markets and the old mine site are attractions for the visitor. There is recently constructed BMX park and other community facilities in Captains Flat.



**Figure 8 - Captains Flat Village**

Both Bungendore and Captains Flat have regular monthly markets showcasing local crafts and produce. Hoskinstown has a chestnut festival and Bungendore has an annual rodeo,

country music festival and custom car show. Within a short drive of the proposed rail trail there are numerous vineyards, many with cellar door sales and cafes that expand the travel experience. They could see significant new patronage from rail trail users.

Beyond Hoskinstown lies Tallaganda National Park and State Forest. The Lowden Forest Park “Waterwheel”, just outside of Captains Flat, attracts many visitors. Tallaganda National Park is accessible by bicycle from Hoskinstown and Captains Flat on little-used unsealed roads.

Cycling from Canberra and Queanbeyan to the coast through Hoskinstown and Rossi or Captains Flat through Majors Creek then on to Araluen and to Moruya is increasingly popular. These riders would certainly make use of the rail trail to avoid the current dangers of the narrow Captains Flat road. A suggested ride from Captains Flat to Major’s Creek is described on the Cyclelife HQ website:

<https://www.cyclelifehq.com/en/listings/303500-captains-flat-to-majors-creek>

The rail trail would also be incorporated into existing bikepacking routes which are using the Bungendore to Hoskinstown area as the primary route to access the backroads of the coastal ranges. Bikepacking events are emerging around the world as a new form of cycle tourism. Two major mapped routes around the rail trail are the Monaro Cloud Ride and the Attack of the Buns from Bungendore to Bundanoon

<http://www.bikepacking.com/routes/attack-of-the-buns/>

The proximity to Canberra is a key opportunity for the MRT. The recently released Canberra Cycle Tourism Strategy recognises the value of the surrounding region as a destination for cyclists to complement the cycling and tourism assets of Canberra. One of the key goals of the Strategy is to establish Canberra and the region as Australia’s cycling destination of choice. A key strategic theme is to integrate the cycling experience within the broader visitor experience of the ACT and surrounding regions. Rail trails are identified in the Strategy as a key element of this mix. In his introduction to the Strategy, ACT’s Chief Minister Andrew Barr estimates that the cumulative benefit of the cycle tourism strategy is likely to exceed \$400 million for the region by 2030.

### **5.3 A unique and distinctive experience that is well-promoted**

Rail trails compete for visitors in the tourism marketplace, including with other rail trails and walking, cycling and multi-use trails. To stand out from the crowd a rail trail needs to offer a compelling visitor proposition that is different from its competitors (whether trails or other visitor destinations).

The integrated experience offered by the rail trail, its historic heritage, its landscapes and the leisurely pace of rail trail travel can be features of a rail trail’s brand positioning. This is the case with New Zealand’s Otago Central Rail Trail which was opened in 2000 and has built and promoted itself as an integrated experience in a unique landscape with numerous linked attractions and activities. With the development of more shared use trails in New Zealand, the Otago Central Rail Trail distinguishes itself by promotion as ‘New Zealand’s Original Great Ride’.

Successful rail trails are effectively promoted in a range of channels that reach target markets including online, through social media, in visitor centres, in local media, through the tourism trade and through merchandise and events. A key ingredient is a trail-specific website providing accessible information about the trail, its stories, linked experiences, itineraries, transport, services and booking.

### ***Assessment of Molonglo Rail Trail***

There are currently no rail trails or similar visitor trails in the wider NSW region. The nearest rail trail with a developed visitor experience is the Murray to Mountains Rail Trail in northern Victoria, a 4 hour drive from Canberra. The first rail trail in the state of NSW is currently under development as a pilot project, Tumbarumba to Rosewood.

Canberra has an extensive network of shared walking and cycling paths, including the 145 km Centenary Trail that traverses urban and rural environments and the iconic sites of the National Capital. The Centenary Trail has not been packaged as an integrated experience and many sections are in hilly terrain not suited to most bike riders, other than experienced mountain bikers.

Other rail trails may be developed on the disused railway line between Queanbeyan, Cooma and Bombala to the south of Canberra and between Goulburn and Crookwell to the north. The presence of several rail trails in the region is likely to have a synergistic effect by fostering demand for rail trail experiences. Promotion of two or three rail trails in close proximity will create an attractive drawcard for urban visitors to experience the rewards of safe cycling in the country.

### ***Unique elements of Molonglo Rail Trail – The Precinct Model***

The MRT proposal includes a precinct model, creating focal themes for each 5km section of the trail as outlined below:

- **Health and Wellbeing Precinct** – the first 5 kms from Bungendore provides a safe, flat cycling and walking path which is ideal for children learning to cycle, school students training for distance running sports and older community members safely exercising. It is also proposed to include an outdoor gym, information boards on healthy living and interactive delivery of wellness information.
- **Art and Sculpture Precinct** – it is proposed that an outdoor art and sculpture precinct be established to provide a place where outdoor and experiential art can be featured, promoting local and regional artists. Initial interest has been expressed by a farmer, who has approximately 2 kms of the rail trail passing through their property, to develop an outdoor sculpture park. This section of the rail trail has road access and could function as a destination in itself.



- **Local History Precinct** (including aboriginal and agricultural histories) – the local history of this section of the Molonglo plain encompasses the rich aboriginal history and that of early settlers. It includes the settlement of Hoskinstown, and could include farm stays, and a historic walk through Hoskinstown. A feature from the Ned Kelly movie could be incorporated here. An opportunity exists to highlight the long and significant Aboriginal history of the area. It is proposed to develop a learning experience in conjunction with ANU and local land councils.
- **Rail Enthusiast Precinct** – there are many in the local area who would like to see a section of maintained rail line with self-propelled small carriages and other activities directed to railway buffs and enthusiasts.
- **Nature and Science Precinct** – this section of the rail trail is home to many species of birds and native wildlife. A citizen science program is proposed to engage children and adults in learning about the natural environment along this stretch of the trail. This section also has road access supporting it as a destination in itself.
- **Mining Precinct** – the town of Captains Flat has a long and interesting mining history. There is an opportunity to link the rail trail with remnants of old mining assets and could include mine tours and perhaps a mining museum.



Figure 9 - Rail Head Captains Flat



Figure 10 - Precinct Concept for Molonglo Rail Trail Corridor

#### 5.4 Accessibility to markets and suitability for target market

Many successful rail-trails have accessibility to large population centres both for visitors and as a stimulus for local demand. Attraction of visitors from further afield (including domestic and international visitors) can be built over time depending on the nature of the trail and its visitor offering. The good rail trails often provide opportunities for short, medium and long length rides and walks on the main trail appealing to a range of markets.

##### *Assessment of Molonglo Rail Trail*

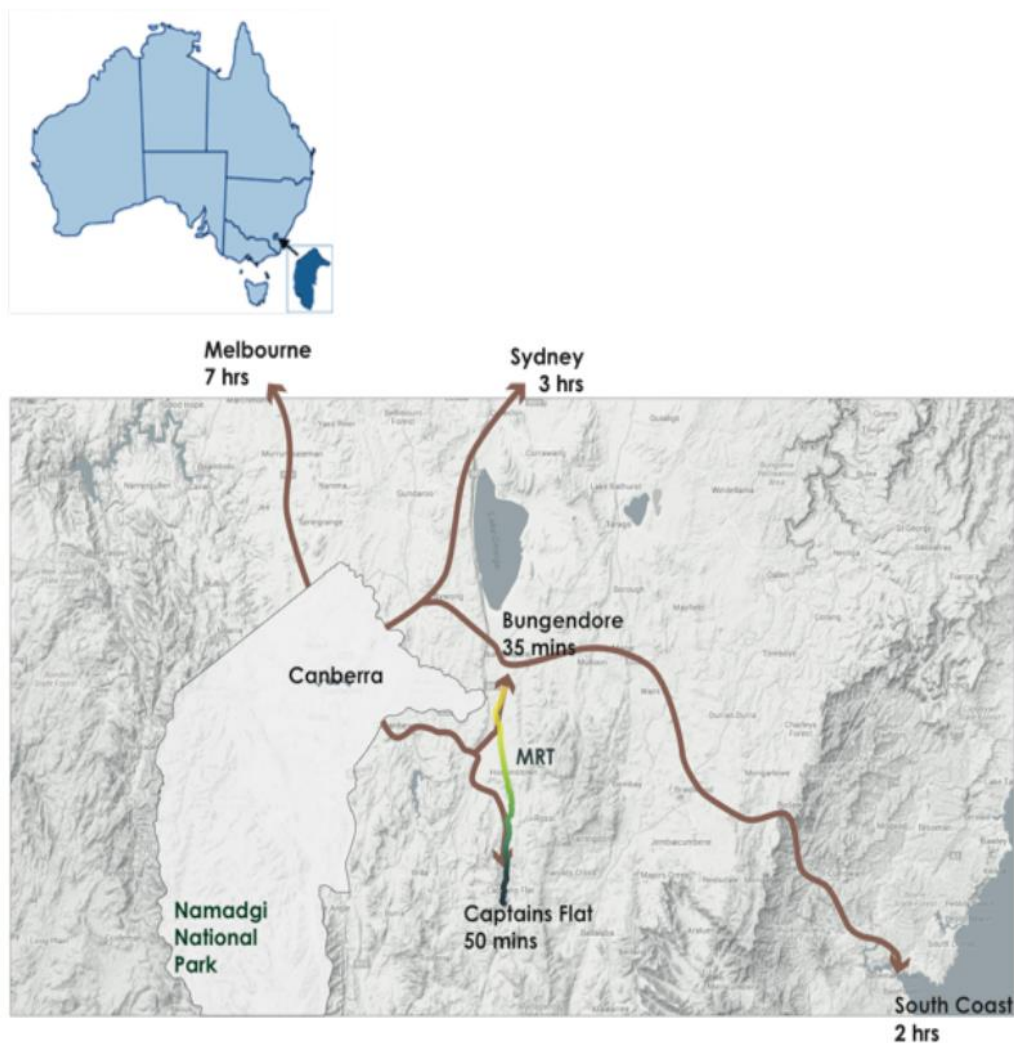


Figure 11 - Location and Accessibility of Molonglo Rail Trail

The MRT is located 35 mins drive from Queanbeyan/Canberra and 3 Hours from Sydney. Both of these large population centres are the major significant markets for this trail. Nearby regional centres such as Goulburn, Wollongong and Wagga Wagga have strong cycling communities who would be significant users of the rail trail. Significant patronage of Victoria rail trails comes from the ACT and NSW, especially the Sydney region.

A 2017 survey<sup>3</sup> estimated 26% of the ACT population (i.e. around 90,000 people) ride a bike in a typical week, for commuting and/or recreation. Sydney with a population of over 5 million people has a 13% cycling rate, with a potential market of over 650,000 cyclists.

Bungendore and Queanbeyan have a substantial number of regular cyclists. The growing numbers of families in Bungendore, Captains Flat and Hoskinstown with children would be users of the trail.

Putting these numbers together suggests the rail trail will see significant use.

The ACT has developed a Cycle Tourism Strategy for the ACT and the surrounding region, which was released in mid-2018. The MRT committee has been involved in the consultation process to develop this strategy. The main goal of the strategy is to promote the ACT and region as the cycling capital of Australia, to attract greater numbers of tourism visits focused on the many cycling opportunities available. The Strategy can be found at:

[https://tourism.act.gov.au/wp-content/uploads/2018/06/CBR\\_Cycle\\_strategy\\_WEB.pdf](https://tourism.act.gov.au/wp-content/uploads/2018/06/CBR_Cycle_strategy_WEB.pdf)

One of its key concepts is to have:

*“A Broader regional context – including **rail trails and touring routes**. “*

The ACT strategy identifies as one of three key market segments:

*“Leisure or recreation market, including cycling and non- cycling markets and covering urban cycle ways, nature-based **and rail trails and scenic routes** among other experiences;”*

A flow on from the action plan for this Strategy will be the linkage to the ACT marketing that will highlight MRT as a point of major interest in the region.

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<sup>3</sup>National Cycling Participation Survey 2017 Austroads Publication No. AP-C91-17



### 5.5 Quality, accessible infrastructure

The best rail trails have infrastructure that facilitates safe and leisurely walking and cycling that includes:

- A smooth gravel or paved surface from which old rail tracks and sleepers have been removed;
- Safe structures: Historic structures such as bridges, culverts and embankments may need modification (such as safety railings) and stabilisation to make them safe for walkers and cyclists;
- Minimal or no road crossings: Where road crossings exist there are adequate barriers and signage warning trail users and motorists
- Clear signage to and along the trail;
- Car parking at trailheads;
- Access to amenities, water and shelter, either on the trail or nearby;
- Safe and clear linkages for the trail to towns and attractions, preferably on off-road trails;
- Accessible emergency contact information:

Rail trails may also be suitable for use by wheelchairs either in part or in their entirety depending on the location and users.

#### ***Assessment of Molonglo Rail Trail***

The detailed design plan for the MRT will provide for these features to be incorporated into the trail.

Fencing will be a major requirement, including appropriate arrangements to allow stock crossings at key points along the trail. Two bridges along the route will need to have safety barriers added but are unlikely to require any significant structural work. There are five road crossing points that will require barriers to prevent access by motor vehicles including motorbikes. Multiple access points will be incorporated to allow access at mid points.

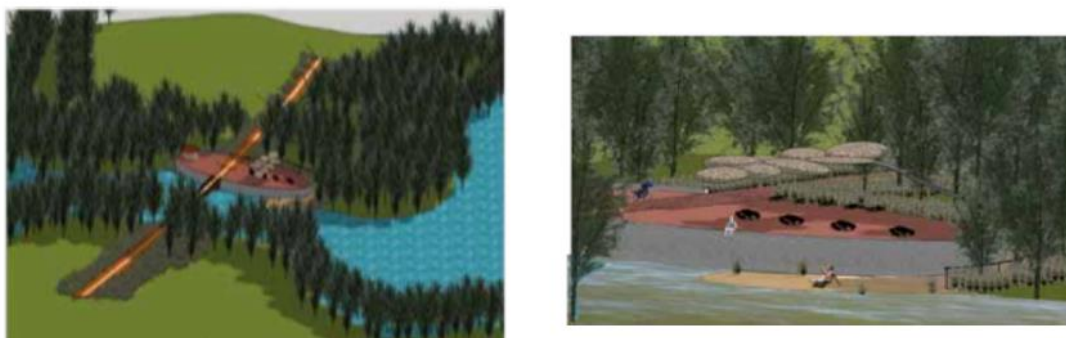


Figure 12 - Rest Area Design Concept - Halfway along Trail

### 5.6 Stakeholder and community support and collaboration

At the heart of the development and operation of successful rail trails is support and collaboration by stakeholders and local communities. Rail trails typically pass through a range of land tenures and collaboration among landholders and land managers is essential for public access and trail operations.

Effective delivery of integrated rail trail experiences requires government agencies, landholders and land managers and tourism, accommodation and business operators to cooperate in management of the trail and offering of products, services and packages linked to the trail.

The Otago Central Rail Trail in New Zealand is a benchmark example of collaboration, having numerous 'brand partners' whose products and services are marketed as part of the rail trail experience through the rail trail website and other channels. It should be noted that the Otago Rail Trail initially had significant community opposition from landowners and businesses when it was first proposed, however they later became enthusiastic supporters including appearing on YouTube videos.

#### The Otago Rail Trail Experience

We rode this Trail from Clyde to Middelmarsh in the early autumn.

We enjoyed the scenery, which is quite like that around the Molonglo Valley near Canberra. The local people were very friendly and the distances between towns was very convenient for coffee, food and drink stops.

Their bush telegraph was very effective. They do not see many recumbent trikes, and word got around. They knew we were coming and were ready to serve us.

It was obvious towns along the route were being rejuvenated by Rail Trail travellers and B and B's, pubs and cafes were doing very well from the travelling cyclists. The Otago high country wines were very good, not unlike our Canberra region wines.

We probably spent over \$500 during our 3 day trip.

*D and M from Canberra*



**Chatto Creek pub**



**Otago landscape**

### ***Assessment of Molonglo Rail Trail***

An informed and supportive community is likely to win political support and grant funding for the trail. It will also make the user's experience more pleasurable. Community support for the Molonglo Trail is evidenced by the two major events that raised over \$36 000. Recent community support was evident at the 2018 Harvest Festival held in Bungendore where over 150 individuals signed up as supporters.

In addition to support from the local community this proposal has strong support from national, state and regional cycling organisations including Rail Trails Australia, Rail Trails NSW, Bicycle Network (Victoria and NSW), Bicycle NSW and Pedal Power ACT, all of which will provide major marketing opportunities for the trail to dedicated cyclists.

Following distribution of two letters and information about the rail trail to landowners in mid-2015, TRC Tourism established contact and directly consulted with 15 landowners adjacent to the rail trail. There are an estimated 24 landowners along the proposed route.

It is clear that some people living alongside this railway corridor are concerned about the prospect of change to a situation that they have grown accustomed to. The proposal for the trail along the railway corridor has generated concerns – concerns that mirror those raised in other rail trail proposals around Australia and New Zealand. An analysis of the issues and concerns expressed by the landowners, along with proposed solutions, is presented in Table 3 in Part 7 of this study.

### **5.7 Effective governance and sustainable management**

A well-maintained trail and a strong community support network add to the user's experience, primarily because the trail remains in good condition. Such a community network could include a committed and purpose-dedicated management committee, a strong "Friends of the Trail" Group or even a part-time trail manager. Importantly, rail trails require a governance mechanism that is able to:

- Bring together the multiple stakeholders involved and steer their cooperation and collaboration;
- Seek and raise funds for and manage construction, operations and maintenance;
- Ensure the rail trail is managed in a way that is environmentally, socially and economically sustainable;
- Conduct effective promotion and marketing; and,
- Monitor trail usage and conditions and determine future management needs.

Governance mechanisms vary and can include local and state government agencies, community bodies or trusts and government appointed committees of management appointed under legislation.

Access to funds is a major concern and successful rail trail and other trail bodies typically rely on a range of sources including government grants (especially for capital construction costs), merchandise, paying events and services, sponsorship, donations and volunteer workers.

Friends groups of local community members and other trail supporters are frequently active in providing volunteer services such as trail maintenance.

### ***Assessment of Molonglo Rail Trail***

A **Trail Management Committee** will be appointed to oversee the rail trail. Its membership will comprise representatives from Queanbeyan Palerang Regional Council (QPRC) and the MRT Committee. Members with necessary expertise can be added. The committee will be established during the development of the detailed design plan for trail construction and will be engaged in overseeing the construction phase.

The committee will be responsible for setting up guiding principles for trail use and then advising on signage to inform trail users of these principles and their responsibilities. Regular review of trail operations and feedback from users, adjacent landholders and local businesses will be conducted.

The committee will oversee two committees of action:

- **Trail Maintenance Committee** will be staffed by volunteers from MRT committee supplemented by Friends of the Trail and representatives of QPRC. Delegated members will periodically ride the trail to look for maintenance issues such as weeds and required repairs to the trail, fences, gates and other structures. The committee will respond to feedback, comments and complaints. Minor maintenance and repairs may be conducted by volunteers from the MRT Committee or the Friends group. Maintenance or repairs of a more significant nature should be overseen by QPRC staff. Costs will be covered as outlined in the business plan.
- **Trail Events Committee** could be run by a part-time QPRC employee paid for as outlined in the business plan. This person would be assisted by volunteers to run the events. Proceeds from events will be a major contribution towards trail management and maintenance costs.



## 6. Expected Benefits of Molonglo Rail Trail

Rail trails are a community asset that provides a number of benefits to the communities that host them. They include health benefits, social benefits, environmental benefits and economic benefits.

### 6.1 Health Benefits

Rail trails provide communities with a diverse, free opportunity to explore and enjoy healthy recreational pursuits. Active recreation, in any form, will improve health. People can use trails in a variety of ways, depending on their abilities and preferences. Social and physical health benefits include:

- Participation in trail activities can improve physical and mental health, assisting with disease prevention particularly cardiovascular, musculoskeletal, respiratory, nervous and endocrine systems as well as reducing obesity, hypertension, depression and anxiety. Obesity, particularly childhood obesity, consistently features in the press as one of the major issues facing Australians. Obesity amongst adults and children is increasing. Increased physical activity will make a difference.
- Trail activities facilitate participation and social interaction between a diversity of community members, age groups, individuals and families e.g. community walking groups, voluntary trail maintenance and conservation work.
- Trails can offer a wide range of opportunities. Depending upon design, trails can accommodate the elderly, people with disabilities or satisfy those seeking challenging adventures and a sense of achievement.
- Participation in trail activities has a relatively low cost to participants;
- Trails can introduce participants to other recreational and participation offerings in the community; and
- Trails help to connect people and places and to develop community pride.

Regular physical activity, as can be provided by the use of a rail trail, improves health in the following ways:

- Reduces the risk of dying prematurely from heart disease and other conditions;
- Reduces the risk of developing diabetes;
- Reduces the risk of developing high blood pressure;
- Reduces blood pressure in people who already have high blood pressure;
- Reduces the risk of developing colon and breast cancer;
- Helps to maintain a healthy weight;
- Helps build and maintain healthy bones, muscles, and joints;
- Helps older adults to become stronger and better able to move about without falling;
- Reduces depression and anxiety; and
- Promotes psychological well being.

It is well established that Australians generally do not exercise enough. Particularly critical is the lack of exercise in too many children. Owing to the high risk of overweight adolescents becoming obese adults, the engagement of children and adolescents in physical activity and sport is a fundamental goal of obesity prevention.

Recent census figures indicate that there are about 1350 school-aged children in Bungendore, Captains Flat and the immediate region, many of whom are at risk of being overweight or obese. A rail trail provides an excellent venue for informal activities and complements the football and cricket grounds present in both villages. What is especially valuable about the rail trail is that it offers a way for inactive children to become progressively active, whereas sports require fitness and skill to become involved in the first place.

The rail trail also provides opportunities for adults to become more active, especially more mature adults and those who want to become more active. Whilst there are shared pathways in Bungendore for safe walking the same is not true for the Hoskinstown and Captains Flat regions. Even though streets and roads may be quiet, they are narrow, often undulating with poor visibility, which creates anxiety for walkers and riders when vehicles and trucks appear, particularly if they are on rural roads, which have speed limits of 80kmh to 100kmh. The rail trail will provide a safe facility and an obvious starting point for people to meet up for a group walk.

Counts of user numbers at various sites along the East Gippsland Rail Trail found the greatest numbers were walkers on the sections next to towns and villages, showing a clear preference for a vehicle free and enjoyable walking environment.

Informal surveys conducted by the MRT committee in Bungendore and Captains Flat have found many people who have cycled in the past but state they are reluctant to take up cycling again because they don't see safe and enjoyable routes to do so. At the 2018 Harvest Festival in Bungendore, the MRT committee had an information stand where 155 people wrote comments in favour of MRT. Many remarked that they looked forward to the opening of the rail trail so they can "get back on the bike".

## **6.2 Social and Educational Benefits**

A rail trail, especially around towns and villages can become a hub and focus for social activity in communities, where people meet and participate in group activity such as walking groups through to fun runs. Mums and bubs can walk safely together with their prams. Trails can become a focal point for sporting and social club activities.

Where there are historical and cultural features people can learn about their history and culture. For the MRT this encompasses the mining and rail heritage, the farming and grazing activities along the trail and could include aboriginal cultural insights.

A storyboard on the trail about the University of Sydney radio telescope near Hoskinstown could expand people's knowledge of this significant piece of technology and what it does.

### 6.3 Environmental and Cultural Benefits

The MRT will provide a number of environmental and cultural benefits. These include:

- Controlled management of visitation effects and protection of the adjacent environments will be achieved by focussing activity along the specific trail corridor.
- The trail will provide access to a variety of educational and interpretive opportunities and increased environmental and cultural awareness and appreciation, especially as the precinct model is implemented along the trail.
- Preservation of natural and cultural values will be facilitated by increased community ownership of the rail trail corridor.
- There will be increased opportunities for community participation in conservation and re-vegetation work.
- The trail opens up expanded opportunities for bird watching, nature based trips and citizen science opportunities.
- Greater engagement with local aboriginal people and culture could be achieved with suitable interpretive signs and possibly guided tours.
- With a variety of landscapes, vegetation types, riverine and urban environments, and farming practices along the trail there are real opportunities for the community to experience a broad range of natural and cultural environments.

### 6.4 Economic Benefits

The MRT will generate significant economic benefits to the local community. Tourists coming to the trail will spend money on food and accommodation, and will also boost patronage at galleries, wineries and similar local businesses reliant on visitors from outside the local communities. As evidenced by the experience in other states where rail trails have been successful, new businesses will start up, existing businesses will have increased patronage and local employment will be boosted.

There have been a number of studies and reports done in Australia and overseas, which quantify these economic benefits of rail trails, which can be used to predict the likely economic benefits for the MRT.

One landmark study<sup>4</sup> of the Murray to Mountains Rail Trail by Professor Sue Beeton of Latrobe University estimated that the 8300 users of the trail over the Easter period in 2006 had an economic impact over the 4 days on the local economy of \$2,140,000, which represents the creation of 21 full time jobs over a year. This study concluded that the daily expenditure of these overnight visitors was \$244 per person.

More recent research conducted on behalf of Capital Tourism by the Tourism Research Centre at the University of Canberra, surveyed some 175 cyclists who had travelled to the ACT for cycling activity, indicates an expected daily expenditure of \$171 per person broken down as shown in Table 1 below:

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<sup>4</sup> Cycling in Regional Communities: A Longitudinal Study of the Murray to Mountains Rail Trail, Victoria; S Beeton - 2009 - Australia. Research Report, Latrobe University

| Item               | Amount       |
|--------------------|--------------|
| Accommodation      | \$65         |
| Food and Beverage  | \$50         |
| Fuel and Transport | \$27         |
| Bike related       | \$15         |
| Souvenirs          | \$9          |
| Other              | \$5          |
| <b>Total</b>       | <b>\$171</b> |

**Table 1: Daily Expenditure by Cycle Tourists - ACT Region**

***Who will use the trail?***

The MRT will be used by a wide ranging group of people. Whilst rail trails are well used by walkers, hikers, runners and sometimes horse riders, the major users of rail trails elsewhere have been recreational cyclists. Evidence from other rail trails shows that family groups and retirees are the major users, but virtually all age groups are significant users of these trails.

It is expected that school groups will use the MRT, especially around Bungendore. Uses would include as a cross-country running and walking track, and for cycling excursions. It could also be used for educational experiences (observing wildlife, geography, geology, heritage features, etc.).

Other groups with specific interests that will use the trail are bird watchers and walking groups with special interests such as photography.

***What will they use it for?***

As previously identified major users will include cyclists, walkers and runners. Some will use the entire track one way or for a return trip, whilst others will use a portion, including to explore nearby nature reserves, or to connect via back roads to cycle through Majors Creek and Araluen to the South Coast of NSW. Successful rail trails also have other specialized activities such as running and cycling events and even music and arts festivals, which could integrate nicely with the “precinct” theme for this trail

### ***Where do the users come from?***

The experience from other successful trails shows that users will fall into three main groups. These are local residents, day trippers and overnight visitors.

- Locals will use the trail many times through the year. The trail provides a safe and scenic area for them to walk, run or ride.
- Day trippers will come from the surrounding region, including a significant proportion from the ACT and Queanbeyan.
- Overnight visitors will potentially come from the ACT, but would generally be expected to come from Sydney, the South Coast and further afield in NSW and Victoria. Over time visitation would also come from other Australian states and overseas.

The ACT already attracts significant numbers of interstate cycling tourists for events and to enjoy the cycling facilities and safe cycling environment there. This trail will expand the offering for these visitors to encourage them stay longer and stay (and spend) locally.

Wine tourism and cycle tourism are often complementary and there is potential to build such offerings into the MRT experience.

### ***How many will use the trail?***

There have been a number of studies on the use of existing trails in Australia and New Zealand. The data from these studies can be usefully extrapolated to provide well-founded estimates for usage of the MRT.

Professor Sue Beeton from Latrobe University has conducted a number of studies of the Murray to Mountains Rail Trail in North East Victoria. Her most recent findings<sup>5</sup> were that this trail was attracting 50,000-60,000 annual visitors, spending \$483 per person per visit. 3% of users of this Trail (1,650) were from the ACT with 8% (4,400) from Sydney, and 8% (4,400) from rural NSW.

A New Zealand government study on the Queenstown trail found there were 107,000 users in the first 9 months of the trail opening (2013). The business case put forward predicted 20-35,000 users in the first 5 years, so this proved to be a dramatic under estimation.

The Central Otago district council study (2011) on the Otago Rail Trail found there were 14,000 users spending approximately NZ\$500 per person per day.

Tourism North East (Victoria) reports that 6% of overnight visitors to their region participate in cycling (100,000 people) creating an economic impact of \$119 million per annum and creating 626 jobs. The cycling market has grown in the region by 72% in 10 years, much of it attributable to rail trails in the region.

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<sup>5</sup> Cycling in Regional Communities: A Longitudinal Study of the Murray to Mountains Rail Trail, Victoria; S Beeton - 2009 - Australia. Research Report, Latrobe University

Estimates for use of the Molonglo Rail Trail are as follows:

#### Local Users

If 20% of locals use the trail 20 times per year this equates to 18,500 excursions each year.

This is a conservative estimate based on similar usage of other trails in rural areas of Australia.

#### Day trippers

1,650 Canberrans rode the Murray to Mountains Trail in 2009 travelling 5 hours to access the trail. On that basis a conservative estimate is 10 times that number (16,500) will visit the MRT as day visitors. This represents 2.1% of regular recreational cyclists (80 000) in the ACT.

On a similar basis 2000 will visit from Queanbeyan, 750 from Goulburn and 2,000 from regional NSW.

#### Overnight stays

8,800 riders from Sydney and regional NSW rode the Murray to Mountains Rail Trail in 2009. Those from Sydney travelled 8 hours by car to reach the trail. A conservative estimate is that initially half of that number would travel 3 hours to visit the MRT, equating to a total of 4,400 overnight stays. Some of these may only be day trippers traveling through but others would stay for 2-3 nights. It is expected that should suitable accommodation and other offerings be available that another 1000 overnight visitors would spend a night in the region.

The average spend figures in Table 2 below are taken from a cross section of research into spend patterns from other rail trails around Australia and NZ. The \$170 per person overnight figure is taken from a recent survey by the University of Canberra of cycling visitors to the ACT region, outlined in Table 1 above.

| <i>Type of user</i> | <i>Estimated annual use</i> | <i>Average daily spend</i> | <i>Total</i>       |
|---------------------|-----------------------------|----------------------------|--------------------|
| Local users         | 18 500                      | \$4                        | \$74 000           |
| Day Trippers        | 21 250                      | \$50                       | \$1 062 500        |
| Overnight visitors  | 5 400                       | \$170                      | \$918 000          |
| <b>Totals</b>       |                             |                            | <b>\$2 054 500</b> |

**Table 2: Estimated Annual Use of the Molonglo Rail Trail**

*My partner and I, along with another couple, drove with our bikes first to Beechworth where we spent two days exploring the town, eating good food and visiting galleries and shops. Between us we bought wool jumpers, alpaca socks and pottery, totaling more than \$500. The first day of riding took us to Myrtleford where we stayed overnight after an enjoyable lunch at Gapsted Winery. The next day we ended the ride in Bright with a good meal and a few beers at the brewery. Two days of exploring by car followed, with a drive up Mt Buffalo, then Milawa overnight with a long visit to Brown Brothers. The last day we stopped at Morris Wines on the way home. Altogether, a very enjoyable mini holiday. TW, O'Connor ACT*



### **A visit to the Murray to Mountains Rail Trail from Canberra**

***Some case studies of successful rail trails in Australia are at Appendix 1***

## **7. Stakeholder and Landholder Issues**

In working towards a recommendation about the feasibility of developing the MRT, it is important to consider the issues that have been raised by adjoining landowners and investigate what options are available for resolving these concerns.

Following distribution by letterbox drop of two letters and information about the rail trail to landowners in July 2015 consultation has occurred with 15 landowners. In addition a landowners meeting was organised by Councillor Trevor Hicks at the Hoskinstown Hall on 26 August 2016. A representative of TRC Tourism attended this meeting to record outcomes.

### **7.1 Landholder Issues**

Table 3 below summarises the issues raised in the consultations with landowners, as recorded by TRC Tourism. It is a summary of individual concerns (rather than a detailed list of every landholder's every concern). The possible solutions proposed are not a substitute for detailed field analysis of problems and solutions, but provide a starting point for discussion.



| Issue   | Comment and Possible solutions  |
|---|---|
| <p><b>Crime - Trespassing, vandalism and theft</b></p> <p>Landholders have expressed a range of concerns in regard to trespassers attempting to access the old rail line via their properties and fear the MRT could exacerbate this problem. There have been some reports of trespassing on farm properties and theft of machinery. This is of particular concern where the railway corridor is remote from farm buildings and public roads.</p> <p>Many landholders indicated that they have sheds and/or houses close to the old rail line which could be a temptation for passing cyclists and walkers. The properties are remote and there will be no one to protect property.</p> <p>There is also a low level security issue for trail users who venture onto scenic or interesting areas of the landholders property. One landholder gave an example that he had old train carriages that are adjacent to the line – he already receives trespassers wanting to have a look. He does not want this to increase.</p> | <p>Access to the MRT will be controlled by fencing, gates and other suitable barriers.</p> <p>The experiences from other rail trails across Australia indicate that there is no correlation between crime and rail trails. Recent studies have concluded rail trails do not generate crime. Research and anecdotal evidence suggests conversion of dis-used rail lines to rail trails tends to reduce crime by attracting people who use the trail for recreation.</p> <p>Design solutions to minimise theft include installation of fencing and new tree plantings.</p> <p>Trail design can eliminate overgrown vegetation and tall shrubs, which minimises hiding places and creates long sight lines.</p> <p>Security lighting at trail heads and parking areas adds security.</p> <p>Emergency phone boxes and emergency vehicle access helps increase security.</p> <p>Keeping trail corridors clean and well maintained increases sense of community ownership and ‘passive surveillance’ reducing minor crime such as litter, graffiti and vandalism.</p> <p>Plantings of tree-lined corridors along parts deemed ‘vulnerable’ by adjoining landowners could also provide a way of reminding trail users to stay on the trail – these provide a visual fence.</p> <p>Many trails have Code of Conduct signs as a means of reinforcing what is expected of trail users and highlighting inappropriate behaviour.</p> <p>Prohibiting motor vehicle use (by regulation and design) reduces property crime. Locked management access gates and other barriers are a proven method of restricting access on to a trail.</p> <p>Volunteer or professional trail patrols can complement other security measures. These can range from informal monthly clean-ups by maintenance crews to daily patrols.</p> |

**Table 3-1: Landowner Issues and Potential Solutions**

| Issue   | Comment and Possible solutions   |
|---|--|
| <p><b>Loss of privacy</b></p> <p>Privacy has been raised as a concern by landowners, as some residences have been constructed in close proximity to the railway corridor.</p>   | <p>Some effective design solutions are possible, and have been used to good effect on other rail trail projects.</p> <p>Fencing and security screening are the obvious methods.</p> <p>Substantial additional vegetation planting to provide a visual barrier between the trail and nearby residences can be useful in this regard (while minimising 'hiding' places).</p> <p>Installation of screen fencing to obscure views of houses from the trail is another solution.</p>  |
| <p><b>Impacts on farming practices</b></p> <p>For the majority of its length, the former corridor traverses agricultural land. Some landholders expressed concerns regarding their use of the corridor to move cattle between one paddock and another and along the corridor between paddocks. They are concerned about gates being left open by trail users.</p> <p>Landholders expressed concern about losing stock during lambing season and loss of other livestock (insurance issue and livelihood), available water for stock (dam on one side of the trail and stock on the other side of trail) and the danger of bulls coming into contact with users of the trail (liability of the landholder was questioned as per above).</p> <p>Moving stock across the corridor to water and how this might be achieved was another concern.</p> <p>Shooting - Landholders expressed concern about restrictions on shooting over property where the rail trail passes.</p> <p>Convenience issues – Landholders suggested having to open and close numerous gates to get through the property for both residents and riders/walkers was likely to be inconvenient.</p> <p>Gates – self-closing gates do not always work – they are often vandalised.</p> <p>Cost of rail trail also needs to consider life cycle costs - maintenance and replacement of gates and fences.</p> | <p>There are a number of potential solutions to stock management along the trail.</p> <p>There are gates that can be closed on either the rail corridor (to allow livestock to be moved across the corridor) or on the paddocks when the livestock are in one or other paddocks.</p> <p>Self-closing gates may be a solution in some situations.</p> <p>Another option is a 'drop in stock grid'. This will prevent stock from accessing the corridor and allow free flow of movement for users through the stock crossing. It is possible to have a gate and a grid as one unit if the situation requires it.</p> <p>Underpasses or overpasses are a possible solution in certain cases.</p> <p>Human/stock interaction needs to be minimised by suitable fencing and gate/crossing solutions when the detailed design plan is done in consultation with individual landowners.</p> <p>Shooting of feral animals or for recreation is governed by government regulations that need to be acknowledged.</p> <p>A sustainable maintenance budget is a key element of the full development plan.</p> |

**Table 3-2: Landowner Issues and Potential Solutions**

| Issue  | Comment and Possible solutions   |
|--|--|
| <p><b>Threat of fire</b></p> <p>Landowners are concerned about the possibility of increased fire risk along the rail trail with fires spreading unimpeded along the corridor.</p> <p>Additional fire protection may be required.</p> | <p>An effective fire management plan should be developed in close consultation with the Local Rural Fire Service.</p> <p>Trail closure may be necessary during periods of high fire risk or fire bans – as occurs on other tracks in high fire risk areas.</p> <p>Clearly signposted refuge spots (“fire refuge spot 500 metres ahead”) - and at-site signs can be constructed in a fire risk “zone”.</p> <p>Smoking can be prohibited on the trail.</p> <p>The management of vegetation and grasses along the corridor (contributing to fire risk) can be managed by continued grazing by sheep and cattle where appropriate, or maintenance slashing of at regular intervals.</p> <p>It will be imperative that all emergency services have access to all padlocks on all gates along the rail trail, and locks should be keyed alike.</p> <p>Generally, the development of the rail trail will create a situation in which fire services will be better able to deal with any emergency situations, which arise along the railway corridor.</p> |
| <p><b>Weeds</b></p> <p>There are weeds in the corridor at present – who will remove them and who will keep them under control?</p>   | <p>The corridor is a mix of native vegetation, and grazing country. With some regularly sprayed sections. There are some overgrown weed infested sections.</p> <p>The Trail Management Plan will cover all maintenance issues including erosion, vegetation regrowth and weed control.</p>   |
| <p><b>Dogs</b></p> <p>Farmers whose properties adjoin the corridor are often concerned at unrestrained dogs being allowed along the trail, and causing difficulties for their livestock.</p>   | <p>There could be some sections of the trail (most likely in the areas in close proximity to the settlements of Bungendore, Captains Flat and Hoskinstown) where dogs may be permitted.</p> <p>In certain areas dogs may be banned altogether.</p> <p>If sections of a rail trail are declared ‘dog free’, Council’s Animal Control Officers (i.e. rangers) could issue infringement notices and offenders can be fined.</p>   |

Table 3-3: Landowner Issues and Potential Solutions

| Issue   | Comment and Possible solutions   |
|---|--|
| <p><b>Fencing of the corridor</b></p> <p>Landowners expressed concern that the trail project will result in them needing to pay for additional fencing.</p> <p>Some sections of the railway reserve are currently unfenced and landowners have adopted their practices to suit – moving livestock and machinery across, moving vehicles across, developing watering points on both sides etc.</p> <p>Landowners believe fencing will cause problems with farming practices.</p> | <p>Fencing may be appropriate in some places and not in others</p> <p>The cost of fencing, where required, will be a cost to the project, not individual landowners.</p> <p>In completing the development plan for the trail consultation on fencing issues with each adjoining landowner will be required.</p> <p>When fencing of the corridor is required, the installation of livestock crossing points (such as stock underpasses) may be necessary to allow livestock to move between paddocks (or part-paddocks). It is understood that livestock quickly get used to having to cross at certain points to get to watering points or feed.</p> <p>Vegetation can act as “visual” fences where appropriate.</p> <p>Self-closing gates on boundary fences and at road crossing points can assist in managing straying stock (and unauthorised trail users).</p> <p>Self-closing gates can be installed across the rail trail corridor itself, leaving an open corridor between paddocks (i.e. across the rail trail corridor), enabling stock to move freely to watering points.</p> |
| <p><b>Impacts of trail users - Management of rubbish and toilets.</b></p> <p>Some landowners whose properties adjoin the former railway corridor have concerns regarding rubbish and appropriate toilet facilities</p>  | <p>Rubbish bins will be placed at trailheads and other stops along the trail</p> <p>Regular maintenance patrols by council staff, volunteers, or trail managers will keep the trail clear of rubbish.</p> <p>While installation of composting toilets is one appropriate solution, these are costly and are generally recommended only where there are long stretches between towns.</p> <p>The accepted distance between toilets is approximately 25-30 kilometres (recognising that rail trails are used mostly by cyclists).</p> <p>Trailside toilets will be needed at the trailheads at Bungendore and Captains Flat and also at Hoskinstown. The detailed design plan for the trail will incorporate these and consider additional toilet and rest stops.</p>  |

**Table 3-4: Landowner Issues and Potential Solutions**

| Issue   | Comment and Possible solutions   |
|---|--|
| <p><b>Liability</b></p> <p>Many landowners expressed concern about liability - who is liable for the safety of users both on-trail and when they stray off-trail.</p> <p>Landowners also expressed concern about increased insurance risks and consequent increase in premiums for them for both public liability and general insurance (upgraded fire insurance and theft)</p> | <p>.</p> <p>The Management structure established for this trail will take liability responsibility along the full length of the trail regardless of ownership.</p> <p>Effective signposting will be installed at trailheads and access points indicating trail regulations and trail use rules and user responsibilities.</p> <p>In respect of farmers' general insurance, the construction of the trail should have no impact, as evidenced in other similar trails.</p>  |
| <p><b>Unauthorised trail users</b></p> <p>Many landholders expressed concerns over trail bikes</p>  | <p>It is essential that Trail Management prohibits motor vehicle and motorbike use. This can be achieved through motor vehicle exclusion barriers and effective signage at each road crossing.</p> <p>On the Lilydale to Warburton Rail Trail, as with other rail trails in Victoria, a standard gate configuration has been designed for use at all road crossings and trailheads. The design allows unimpeded access by walkers, cyclists, people in wheelchairs, etc. The design is such that motorbikes cannot squeeze past the gate posts of the narrow maze. Access by authorised vehicles, such as management vehicles, adjoining landowners (where needed) and emergency vehicles is gained through an adjoining (locked) gate.</p> <p>Installation of these gates and fences at all road crossings is an essential element of the detailed design plan.</p> |
| <p><b>Ongoing maintenance costs</b></p> <p>Landowners expressed concern about who is responsible for trail maintenance, who will pay, and what effect will it have on their rates?</p> <p>This issue was raised at both the community meeting and in discussions with adjoining landowners.</p>   | <p>Preparation of a regularly reviewed Trail Management Plan covering all maintenance issues (including fencing) prepared in advance of construction is essential</p> <p>The business case proposed for this trail covers the cost of annual maintenance.</p> <p>The Trail Management Plan will provide a clear definition of who is responsible for erosion control, vegetation regrowth, weed control, signage damage, fire prevention, fencing, gates, culvert maintenance and other key maintenance issues</p>   |

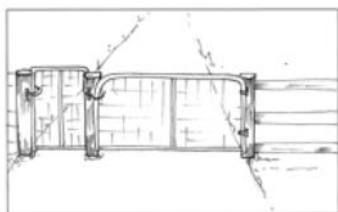
**Table 3-5: Landowner Issues and Potential Solutions**



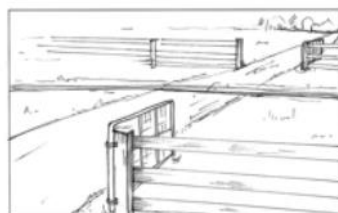
Cattle Underpass on Rail Trail



Cattle grid and gate



Gate and crossing  
concepts



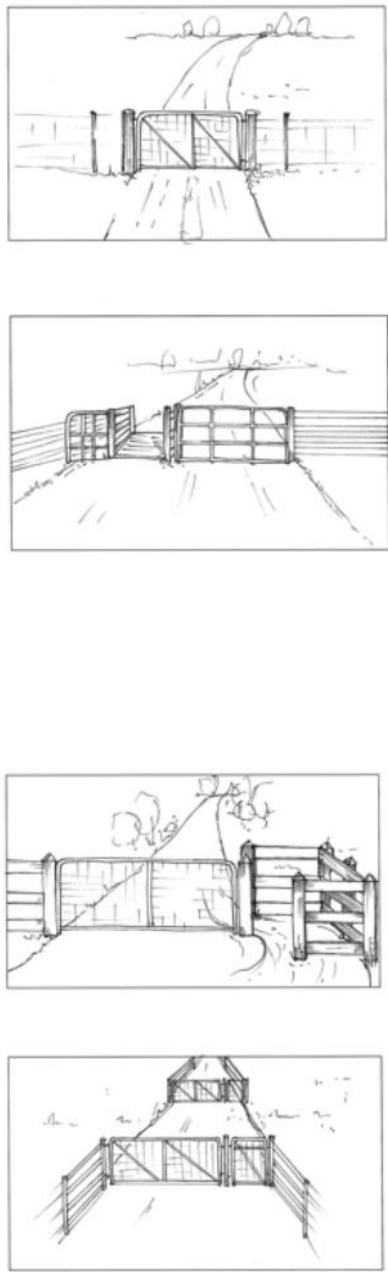


Figure 13 - Gate Solutions for Stock Management and Trail Crossings





Road Crossing Barriers



Road Crossing Bollards



Road crossing fence and bollards

Figure 14 - Solutions for Road Crossings and Vehicle Barriers





**Figure 15 - Tree planting for privacy**

## **7.2 Biosecurity issues**

There are two potential biosecurity issues that a rail trail might raise for adjacent landowners who graze animals or grow crops.

The first is the spread of pests and diseases by users of the rail trail from one property to another. This risk is really no different to that of motor vehicles moving from one property to another, and that risk is significantly greater if the vehicles are accessing properties rather than just driving by on adjacent roads. In the event of a disease outbreak on a property adjacent to the trail, Local Land Services and QPRC will advise on its management and procedures to prevent its spread.

The second is control of weeds. An important part of the trail maintenance plan will be regular inspections that will identify weeds on the trail. Appropriate weed control measures, most likely spraying of herbicides, will be undertaken after consultation with weed control officers from QPRC council. Landowners will be notified prior to any spraying and advised of any need to keep animals off sprayed sections for specified times.

If necessary the trail may need to be closed for a period to deal with issues.

## 8. Trail Design Considerations (towards a development plan)

In order to proceed to construction of the MRT a full development plan is the next step. This is required to enable a full costing of the proposal and to create a detailed design for the route and required infrastructure.

The development plan should address specific issues in 4 possible segments:

1. Bungendore to start of disused rail line.
2. From start of disused line to Hoskinstown
3. Hoskinstown to old Captains Flat Station
4. Old Station to centre of Captains Flat

The Molonglo trail needs to be a high standard trail that does not compromise on quality. A well specified and constructed trail will result in a lower maintenance burden over the lifetime of the trail. The preferred surfacing option is a 2 coat bitumen seal for the entire trail. It is clear that all councils and governments are concerned about ongoing maintenance burdens and a quality design and construction will reduce future maintenance costs and help alleviate these concerns.

The Tumbarumba to Rosewood Rail Trail Development Plan is the most recent, up to date and relevant plan in existence for rail trails in NSW. It is the benchmark in getting a rail trail proposal to the funding stage. This plan has been accepted and funded by the NSW government and provides a template for other like developments.

Removal of steel railway lines and supporting sleepers is essential. However it is also essential that they both be maintained on the bridge crossings to add to the structural integrity of the bridges.

Barriers will need to be installed at each of the road crossings to prevent motor vehicles, especially motorbikes, from entering the rail trail. There will be locked gates at road crossings to allow service vehicles and the Rural Fire Services to enter the rail trails for maintenance and fire prevention and fire fighting. Figure 14 above shows some potential solutions for these issues.

The Molonglo Development Plan will need to specify the connection from the Bungendore Railway Station to the start of the Captains Flat branch line about 7.5 km from the station adjacent to an active rail corridor on the Canberra-Sydney line. The preferred route would be to first follow the current cycling/walking track through the Trucking Yard Lane housing estate, then follow on the unsealed road alongside the main Canberra to Sydney rail line. Safety fencing to ensure no users stray on to the rail line would be essential. An alternative would be to develop a path alongside the Hoskinstown Road to connect to the disused rail line at the first railway crossing.

### 8.1 Development and Maintenance costs

Until a full development plan is completed it is not possible to prepare a detailed budget for this trail. At present it is possible to estimate costs based on recent trail developments in similar environments.

Consultants have to date identified that the two bridges along this route are still in good condition and culverts are generally in good condition. Major costs for this trail will include fencing along most of the route and the sealed surface to be used for the final trail.

The 22km Tumbarumba to Rosewood Rail Trail is presently budgeted to cost \$4.88m.

Estimates for completion of this 42km trail range from \$6m though to \$8m.

Construction costs to be identified and quantified in the development plan need to cover:

- Removal of rails and sleepers
- Weed and rubbish removal
- Clearing vegetation
- Surfacing of the trail
- Fencing, gates and stock crossing solutions
- Parking areas at rail heads and access points
- Water and toilet facilities
- Road crossings and barriers
- Signage for access and wayfinding
- Heritage storyboards (the precinct model applied)
- Bridges, culverts and drainage (will require bridge certification by engineers)
- Re-vegetation, including screening where needed
- Project management and any taxes applicable

Ongoing maintenance costs are to be identified in the development plan. These costs will depend on the trail surface built and needs to cover infrastructure maintenance (gates, fences, crossings, toilets and carparks) and vegetation and weed control. These are estimated from other similar projects to be in the order of \$60-90,000 per annum.

The income from business plan outlined below details ongoing fund raising and is expected to cover all maintenance costs for the trail.

## 9. The Business Plan

The MRT business plan is underpinned by robust business modelling which addresses the risks of such a venture. A full business plan is to be developed in conjunction with the development plan in consultation with partners, stakeholders and local businesses.

The business plan has 3 sequential parts:

1. Development Plan,
2. Construction Plan, and,
3. Ongoing Management and Maintenance Plan.

### 9.1 Development Plan

The MRT Development Plan will involve detailed consultations with landowners to address specific risk mitigation actions such as fencing, gates and where necessary, visual screening to be included in the infrastructure budget. The MRT Development Plan is estimated to cost \$50-70,000 and take up to 6 months to complete.

In a recent press release the NSW Labor opposition has committed \$50,000 to this project should they be elected at the next NSW election in early 2019.

### 9.2 Construction of the trail

The cost of construction of the MRT is expected to be met by a grant from the NSW Government as one of the early projects to be approved as a follow on from the pilot project presently funded. It may also be possible to obtain some funding from Federal Government sources.

It is expected that some local businesses will contribute to costs of some infrastructure such as trail heads, way points and signage.

### 9.3 Ongoing Management and Maintenance

The business plan for post construction maintenance and management of the rail trail is an event based self-funding model. The approach includes both a mass market and a segmented customer model capturing value to specific groups and the broader community. It includes push and pull marketing through partnerships and technology integration, particularly around events.

In this model events are designed to advertise the rail trail and raise funds. Proposed events include:

- An annual running marathon -  
Expected 300 entrants @ \$50 entrance fee, raffle, stalls – food, souvenirs, running gear, souvenir wrist band, sponsors to cover actual costs; Expected income \$15,000 +

- Annual Tour de Molonglo cycling event  
Expected 300 entrants @\$50 entrance fee, plus raffle, stalls – food, souvenir cycling gear, **souvenir wrist band**, sponsors to cover actual costs. Expected income \$15,000 +
- Annual Family Fun Run Day  
Includes 5, 10 and 15km events. To be held in conjunction with Canberra running clubs. Entrance fee \$25 per individual and \$30 per family. Expected participation 200 individual and 70 families. Raffle, stalls – food, souvenir running gear, **souvenir wrist band**, sponsors to cover actual costs. Expected income \$10,000 +
- A Music and Arts Festival on the trail.  
Musicians and artists (adult and children) would be stationed at various places along the trail with themed entertainment at key locations for people to enjoy. Local restaurants would provide food and refreshments. A ‘participation’ fee of \$30 per family, \$20 per individual. Sponsors to cover costs. 200 families and 150 individuals. Expected income \$10,000+

Other fund raising options being explored include:

- Bike Hire
- Souvenir cycle and athletic wear
- Rail cart hire
- Leasing of rail trail assets for commercial purposes.

The overall goal is to have \$60-90,000 recurrent income each year to fund maintenance, management and promotion of the Trail.

#### 9.4 Proposed Marketing approach

To ensure key potential user groups are aware of the trail and its offerings, especially when events are planned, a mix of marketing will be required.

Some of the concepts to be developed include:

- Partnerships with other rail trails and ACT Tourism, especially under its new Cycle Tourism Strategy;
- Using the proposed fund raising events to showcase our towns;
- Partnerships with existing organisations such as:
  - Bird Watching Groups i.e. Kosciusko to the Coast (K2C);
  - Cycle groups, i.e. Pedal Power ACT;
  - Walking Groups;
  - Community groups, i.e. Rotary, Lions, Men’s Shed and Country Women’s Association;

- Natural history groups;
  - University Clubs including University of the Third Age;
  - Institutes of Sport (NSW and ACT);
  - Creative industries for the sculpture park; and,
  - Rail Enthusiast Groups for the rail precinct.
- A strong presence on Facebook with photo competitions and story competitions creating a network of engagement;
- A vibrant and engaging website with links to events and key partners;
- Advertising in all local shops;
- Showcasing of the Trail through media opportunities; and,
- Providing information for schools – getting on the curriculum as a place to play and learn

#### **9.5 Unique opportunities through the precinct model**

Each section as described in paragraph 5.3 above of the rail trail will have a specific focus to engage users and community groups for ongoing learning and enjoyment.

Potential partnerships to be developed include:

- Health and Wellbeing Precinct – Partner NSW Department of Health
- Art Precinct – The Davy Property
- Local history including (Aboriginal and agricultural) Precinct – Partner ANU
- Rail Enthusiast Precinct (including a short maintained rail line with self-propelled small carriages) – Partner Molonglo Rail Enthusiast Group
- Nature and Science Precinct – Partner ANU and Sydney University (telescope)
- Mining Precinct – local historical groups.

The MRT Committee has established a ‘Friends of Molonglo Rail Trail’ group to facilitate ongoing engagement with stakeholders in particular local businesses, organisations, clubs, schools, sporting groups and landowners.

## 10. Next Steps -The Way Forward

The first aim is to engage stakeholders, community groups and potential business partners to share the vision and the contents of the Feasibility Study. This will be achieved by targeted presentations and meetings with these groups.

Next the Feasibility Study will be presented to councillors and staff of the QPRC to take on board their feedback and to find common ground.

As the potential funding agency to make the trail the current NSW Government, it's ministers and local members will be engaged to secure funding for the full development plan and eventual construction of the Trail.

With an upcoming state election it is also important to communicate with the current NSW opposition, the potential local member and shadow ministers, noting their commitment to fund the Development Plan should they be elected in early 2019.

Meaningful dialogue needs to continue with local business supporters and community groups.

As the full development plan is finalised it is critical to continue talking with landowners along the route and to provide solutions tailored to their individual needs.

Federal government members and agencies (especially regional development and tourism) need to be engaged to secure their support and identify any potential funding opportunities.

Thus it is essential that the Development Plan be completed as soon as possible and funding opportunities for construction identified and pursued. A key part of this process is to establish a suitable management structure and put it in place.

## 11. Conclusion

This study has explored all aspects of the proposed Molonglo Rail Trail and concludes that the project is feasible. The feasibility study has outlined the background to the proposal and identified key success factors driving the planned development. It has illustrated the benefits of the Molonglo Rail Trail and identified potential barriers and solutions to these issues. The study has identified the key cost elements to construct the trail and ongoing costs. It also outlines a business plan for ongoing success and the steps required to take the proposal to construction and operation.

***“The Molonglo Rail Trail is an exciting proposal to convert a disused community asset into a functional and vibrant facility for the local community and tourists to invigorate and rejuvenate the Molonglo Valley and its communities.”***

## Appendix 1

### Case Studies from Successful Rail Trails

#### *The Riesling Trail – Clare Valley South Australia*

The Riesling Trail is a 27km long Rail Trail established in the Clare Valley in South Australia. It is located in a rural area some 100 km from Adelaide and passes through a wine growing area famous for its Riesling wine.

Market Equity (a market research firm in South Australia) conducted a study in 2004 of the economic impact of the Riesling Trail.

The results of this study show some powerful economic data on the impact of a well managed and promoted trail.

Key findings of the Market Equity report were:

- Some 5,000 visitors travelled to the region specifically to travel the Rail Trail. These comprised some 46% of all trail users.
- Their research showed that trail users spent \$215/person/visit. The net effect of this expenditure is that visitors who come to the Clare Valley primarily for the trail are spending a total of just over \$1 million per annum.
- The average length of stay for these visitors was 2.2 days (giving a daily expenditure of \$98).

Accommodation establishments are clearly benefiting by being close to the Riesling Trail, resulting in economic benefits to the businesses and an expanded range of accommodation options for trail users.

The direct economic benefit to the region is that over \$1m additional expenditure has been brought into the economy through the Rail trail. There are also unquantifiable impacts on business confidence and operation.

Qualitative research undertaken by Market Equity with local business operators has found that from their perspective:

- The trail contributes to economic activity in the region;
- The trail is seen to attract a variety of visitors to the region; and,
- Visitors have both wine and non-wine interests.

The trail is seen as highly important to businesses in the area. Businesses were passionate about the trail and believed it contributed to their businesses as well as helping to position the area as an authentic leisure holiday destination.

There was a definite opinion that the Clare Valley would not be the same without the trail and that it had contributed to business formation as well as business growth.

#### **Some similarities to the proposed Molonglo Rail Trail**

The Clare Riesling trail is in a rural area not unlike the Molonglo valley, with a number of small communities along the route.

It is close to a major population centre (Adelaide) similarly to Canberra for the MRT.

The area around Bungendore has several wineries that will complement the tourism offering for travelling cyclist to the region not unlike the Clare region.



### ***The Otago Central Rail Trail - New Zealand***

The Otago Central Rail Trail is a rail-trail in the Otago region of New Zealand's South Island. It opened in 2000 and covers a total distance of 150 kilometres through rolling farmland, between small villages.

It is a one hour drive from Dunedin (population 110,000) and a three and a half hour drive from Christchurch (population 331,000).

In 2004, 5,000 people travelled along the entire trail, with some 100,000 people movements along the trail in total. Cyclists undertaking the complete journey often do so in 3 days, while walkers take 5 days.

A survey was recently carried out focussing on businesses immediately adjacent to the rail-trail and included businesses in Dunedin and other places offering ancillary trail services.

The key findings were:

- The survey was sent to 110 accommodation businesses of which 46% responded, and 160 other businesses of which 34% responded;
- Average length of stay for visitors was 3.8 days;
- Average per person expenditure was NZ\$92.80 per day;
- An estimated \$1.8M per annum was contributed by cycle tourists to the regional economy;
- 64% of accommodation providers attributed a substantial portion of their business to the Rail Trail;
- Of the accommodation businesses that opened after the trail opening - 53% attributed over 60% of their business to the Rail Trail;
- 83% of respondents reported a positive impact on their businesses; and,
- There have been an estimated 200 new job opportunities in the region through the Rail Trail;

These figures are similar to figures discussed above on the business and community impacts of the Riesling Trail.

The survey also found that respondents generally believed that the trail had brought greater community pride and improved services and facilities to the towns along the route.

### **Some similarities to the proposed Molonglo Rail Trail**

The rural countryside along the Otago Trail is similar to the Molonglo Valley with sheep grazing and boutique wineries nearby.

The rural villages along the route are similar to Bungendore and Captains Flat and they have experienced a positive impact from the development of the trail.

The adjacent cities and towns to this trail are similar in size to Canberra (Dunedin) and Queanbeyan (Queenstown).

### ***Mundaring Shire Trail - Western Australia***

The Mundaring trail network is near Perth in Western Australia, and whilst the trails are not old railway lines they are similar in concept and length.

A survey of users of the trail network in Mundaring Shire has provided significant data relating to the economic benefits accruing to businesses close to trails in the Shire.

Their report states “some 200,000 people annually are making use of the trails, with around 90% of users travelling from outside the shire”. The report adds that 81% of those coming from outside the Shire had been attracted to the area specifically to use the trails, which “are viewed by users as a destination in their own right and are attracting people to the area.”

In addressing the economic impact the research study concluded:

There is substantial economic benefit to the Shire of Mundaring from the trails and their users of an estimated \$12 million per year.

Travelling users from outside the Shire inject as much as \$10 million annually in the shire economy. The majority of spending is on food and drink.

The report states that a survey of local businesses also indicated that the trails play a valuable role in the local economy. Some businesses estimated that the trails were responsible for more than 50% of their annual turnover.

Results from this research indicate that trails are serving as a specific destination for a large number of people from outside the Shire who bring a significant economic benefit to the Shire.

### **Some similarities to the proposed Molonglo Rail Trail**

The proximity of the MRT to Canberra is similar to the Mundaring area and Perth.

This research confirms (along with other case studies) that the MRT has potential to match the positive economic impact that these trails have experienced, together with a positive impact on businesses and communities along the route.

## Appendix 2

### **Letters of Support from Business and Community Organisations**

1. Mulga Bicycle Tours
2. Bespoke Bicycles
3. ACT Race and Fitness Walking Club
4. Capital to Coast: A Journey on Foot
5. Canberra Off Road Cyclists (CORC)
6. Bungendore Chamber of Commerce and Industry
7. Woodworks Gallery Bungendore
8. Endless Cycle
9. Rotary Club of Bungendore
10. Pedal Power ACT
11. Parents and Citizens Captains Flat Public School
12. CANTER Collective
13. Foodlovers Café Bungendore
14. Breathtaking Events
15. Destination Southern NSW
16. Rosie Windsor Jewels



#### TO WHOM IT MAY CONCERN

Mulga Bicycle Tours would like to add its support to the proposal to build the Molonglo Rail Trail between Bungendore and Captains Flat.

Mulga Bicycle Tours is a Quality Tourism Accredited Business based in Canberra providing fully supported cycling holidays throughout eastern Australia.

Rail Trails meet the demands for a safe alternative to on road cycling particularly for recreational and family groups.

One of our most well received bicycle tours with recreational cyclists takes in the very popular Murray to Mountains Rail Trail in North East Victoria.

Over the years we have been using the Murray to Mountains Rail Trail we have noticed more and more new businesses establishing themselves to support the users of the rail trail.

We are convinced the building of the Molonglo Rail Trail will provide an important piece of cycling infrastructure to the Capital Region resulting in increased visitor numbers.

We urge all local, state and federal government authorities to support this important initiative.

Mark Arundel  
Director



1<sup>st</sup> May 2019

To Whom It May Concern,

...bspoke Bicycles supports the Molonglo Rail Trail for the following reasons.

- It provides a **safe cycling route** in an area with busy and narrow roads we have had two cycling fatalities in the last 12 months.
- It **encourages taking up cycling** as it is safe with no interaction with vehicles.
- It **increases outdoor and sporting facilities** by providing an attractive, accessible and no-cost place also to walk, jog or skate for the growing Bungendore population.
- All these above points **effect positively people's health and wellbeing**.
- It **increases Bungendore as the destination**, instead of being just a stop on the way to the coast. People will be choosing Bungendore as their primary destination.
- It **supports existing and new businesses** and encourages economic growth and **increases employment** opportunities. We are already witnessing benefits from the bike backing route Attack of the Buns (Bungendore to Bundanoon).

We would be delighted to see the Molonglo Rail Trail established soonest.

Best regards,

Innes Fenton



### Letter of Support for Molonglo Rail Trail

By way of background, the ACT Race and Fitness Walking Club was established over 25 years ago to promote the sport of race walking and encourage walking as a means of maintaining health and fitness in the ACT Region.

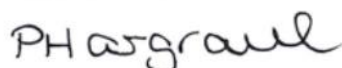
Our club is pleased to offer support for the proposed Molonglo Rail Trail from Bungendore to Captains Flat.

Our committee have been provided the Feasibility Study for the Molonglo Rail Trail carried out by the Molonglo Rail Trail Committee. We support the findings in the study that there will be significant social, health and economic benefits to the local community. In particular, the proposed Rail Trail would provide a safe environment to attract fitness and race walkers, joggers and runners of all ages.

We endorse the efforts of the Molonglo Rail Trail Committee to see this project supported by the NSW government and the Queanbeyan Palerang Regional Council and hope to see it become the next rail trail to be developed in NSW.

We look forward to the development of facilities associated with this exciting community initiative.

Yours sincerely



Phillipa Hargrave  
President  
ACT Race and Fitness Walking Club Inc.

11 February 2019

#### Letter of Support for Molonglo Rail Trail

I have been working on a project for the past few years to develop a trail journey on foot known as the "Capital to Coast", that will start in Hoskinstown and finish in Nelligen. It follows the footsteps of the early settlers, even using a convict built road. Having walked it extensively I believe there is huge potential for the walk to showcase the backcountry of Hoskinstown, the Tallaganda ranges and Braidwood area.

The Capital to the Coast Walk creates a wonderful opportunity to link to the proposed Molonglo Rail Trail that will run through Hoskinstown. This would give walkers the option of starting at Bungendore (where there is public transport), walking the rail trail to Hoskinstown and continuing their journey across the Great Dividing Range. I believe the vision of the walk could build upon the world wide movement of long distance walks, such as the Camino walk.

I am excited by the prospect of the proposed Molonglo Rail Trail and highly supportive of the initiative.

I have been provided the Feasibility Study for the Molonglo Rail Trail carried out by the Molonglo Rail Trail Committee. I fully agree there will be significant social, health and economic benefits to the regional community.

I understand that the current NSW government is now supporting the development of rail trails in our region with a pilot project underway at Tumbarumba.

I endorse the efforts of the Molonglo Rail Trail Committee to see this project supported by the NSW government and the Queanbeyan Palerang Regional Council and hope to see it become the next rail trail to be developed in NSW.

I look forward to the development of facilities associated with this exciting community initiative.

Yours sincerely,

A handwritten signature in blue ink, appearing to read 'J Studholme'.

John Studholme  
Founder and Project Leader - Capital to Coast: A Journey on Foot

17th February 2019





*Ride More - Ride Better - Ride together*

## **Letter of Support for Molonglo Rail Trail**

Canberra Off Road Cyclists (CORC) was established in 1988 and is the largest mountain bike club in ACT. CORC also covers the surrounding NSW. CORC actively works with ACT Government to promote and develop access to trails and facilities. The ACT is now established an attractive tourism destination for cycling and mountain biking in particular.

CORC has been provided the Feasibility Study for the Molonglo Rail Trail carried out by the Molonglo Rail Trail Committee. We fully agree there will be significant social, health and economic benefits to the regional community.

We understand that the current NSW government is now supporting the development of rail trails in our region with a pilot project underway at Tumbarumba.

We endorse the efforts of the Molonglo Rail Trail Committee to see this project supported by the NSW government and the Queanbeyan Palerang Regional Council and hope to see it become the next rail trail to be developed in NSW.

We look forward to the development of facilities associated with this exciting community initiative. Yours sincerely,

Darren Stewart Vice-President T:0418 632 992

February 2019



To Whom it May Concern

**Letter of Support for Molonglo Rail Trail**

Bungendore is a rapidly growing village that is experiencing significant changes. A challenge facing Bungendore's business community is to secure lasting tourism to Bungendore and the region.

The Chamber has recently had a presentation from the Molonglo Rail Trail (MRT) Committee. The feasibility study they presented shows that the rail trail is feasible and will bring a range of benefits to the region. We were particularly interested in the predicted numbers of day and overnight visitors who would come to Bungendore to ride the trail. Experience from other rail trails indicates that many of these visitors would stay for several days and patronise our businesses, creating demand for new businesses and expansion of existing ones. The MRT Committee noted there are two other proposed rail trails nearby, Monaro Rail Trail and Goulburn to Crookwell Rail Trail. Together the three rail trails would create an attractive visitor destination for overnights which would greatly benefit the wider region.

We were pleased to see that many landowners along the old rail line have been consulted and issues of concern identified. The MRT Committee clearly wants to work with landowners to find solutions.

The Bungendore Chamber of Commerce and Industry supports the proposed Molonglo Rail Trail from Bungendore to Captains Flat and we fully recommend the proposal to Queanbeyan Palerang Regional Council and the NSW State Government.

Please contact us to discuss our support, at your convenience.

Petria Sutton  
President  
PO Box 139, Bungendore, NSW 2621

6 May 2019





February 5<sup>th</sup> 2019

As a long-standing business in Bungendore of 35 years, and as a recipient of numerous tourism awards I wish to add my support to the proposed Bike Trail.

For the past 12 years the Bungendore Wood Works Gallery has been diligently accumulating statistics of the number of visitors to the gallery.

These visitation figures show a consistent decrease in visitors to the gallery since 2008. The exception to that is 2013 when Canberra celebrated its centenary and attracted record numbers of visitors, which in turn increased visitation to Bungendore.

It is clear that we need an attraction that will bring people to the village especially in the winter months when tourism to the area is down.

By attracting the "healthy lifestyle" group of visitors we are less dependent on the ups and downs of international tourism, the fluctuation of the Australia dollar values and the like.

I think that a Bike Trail to Captain's Flat will enhance synergies of QPRC and ACT Tourism. Such synergy is vital to a robust tourism route from Canberra to the South Coast.

Regards,

David Mac Laren OAM

Director

Designer Maker

### **Letter of Support for Molonglo Rail Trail**

I am a Canberra based bikepacker and landscape photographer. Each year I tour over ten thousand kilometres, with a significant portion of that distance on rail trails, from Victoria to Western Australia, Tasmania and New Zealand.

I am also a de facto leader in the Australian bikepacking community through my documentation of events and creation of new routes. Among those is the international award-winning bikepacking route between Bungendore and Bundanoon, called "[Attack of the Buns](#)". Since its creation and publication on internationally recognised website [bikepacking.com](#) it has attracted countless bikepackers to the region, and contributed significant economic expenditure to the towns it passes through, including Bungendore, Braidwood, Nowra, Kangaroo Valley, Fitzroy Falls and Bundanoon. Previously, touring cyclists were only an occasional site in Braidwood, whereas now many locals with whom I am acquainted report sightings of several groups most weekends.

While the Attack of the Buns route has been successful while using existing roads and tracks, the proposed Molonglo Rail Trail would considerably improve the attractiveness of the Attack of the Buns route by creating a safe and more scenic route between Bungendore and Hoskinstown. Rail trails are proven internationally to be a successful tourism draw card.

I personally have ridden the following rail trails:

- Old Timberline and Sidings Rail Trails, WA
- Timber Trail, NZ
- Hauraki Rail Trail, NZ
- Alps To Ocean, NZ
- West Coast Wilderness Trail, NZ
- Around the Mountains Trail, NZ
- Murray to Mountains Rail Trail, Victoria
- Lilydale to Warburton Rail Trail, Victoria
- Old Beechy Rail Trail, Victoria
- North East Tasmania Rail Trail, Tasmania
- Montezuma Falls Rail Trail, Tasmania

In each case I contributed financially to local businesses by purchasing food and accommodation, plus more. This expenditure would have occurred elsewhere if it wasn't for their rail trails.

I have been provided the Feasibility Study for the Molonglo Rail Trail carried out by the Molonglo Rail Trail Committee. I fully agree there will be significant social, health and economic benefits to the regional community, with minimal and well-managed risks.

I understand that the current NSW government is now supporting the development of rail trails in our region with a pilot project underway at Tumbarumba, and I would like to see more.

I wholeheartedly endorse the efforts of the Molonglo Rail Trail Committee to see this project supported by the NSW government and the Queanbeyan Palerang Regional Council and hope to see it become the next rail trail to be developed in NSW.

I look forward to the development of facilities associated with this exciting community initiative.

Yours sincerely,

A handwritten signature in black ink, appearing to be 'Adam Lee', with a large loop at the start and a wavy line at the end.

Adam Lee  
Endless Cycle

20 March 2019



THE ROTARY CLUB OF BUNGENDORE INC.  
PO Box 482 Bungendore NSW 2621 Australia  
Email: bungrotary@gmail.com  
Rotary District 9710



28 January 2019

### Letter of Support for Molonglo Rail Trail

The Rotary Club of Bungendore is pleased to offer its support for the proposed Molonglo Rail Trail from Bungendore to Captains Flat.

The club has been briefed on the outcomes of the Feasibility Study carried out by the Molonglo Rail Trail Committee and agrees there will be significant benefits to our local community.

The initial plans for this rail trail were first developed as a Rotary Club of Bungendore project over a three-year period from 2002-2005. This was not successful due to a lack of available funding from the NSW and federal governments and to the difficulties in decommissioning the disused rail line.

We understand that the current NSW Government is now supporting the development of rail trails in our region with a pilot project underway at Tumbarumba.

We endorse the efforts of the Molonglo Rail Trail Committee to see this project supported by the NSW Government and the Queanbeyan Palerang Regional Council and hope to see it become the next rail trail to be developed in NSW.

The Rotary Club of Bungendore looks forward to playing an active role in the development of facilities associated with this exciting community initiative.

Yours sincerely

A handwritten signature in black ink, appearing to read "Garry Cook", written over a horizontal line.

Garry Cook  
President 2018/19  
Rotary Club of Bungendore



02 6248 7995  
02 6248 7774  
office@pedalpower.org.au  
pedalpower.org.au  
GPO 581, Canberra ACT 2601  
ABN: 98 440 716 821

Bill Taylor  
President  
Molonglo Rail Trail Committee

Dear Bill

### **Pedal Power ACT support for the Molonglo Rail Trail**

Pedal Power ACT is Canberra's community organisation for people who enjoy cycling for transport and recreation. Some 7,600 people in the Canberra region belong to Pedal Power ACT. We support the building of cycle tourism both in the ACT and the surrounding region to encourage and enable more people to cycle more often.

Pedal Power has long supported the development of rail trails in NSW. As well as organising bike rides each week in Canberra, our members regularly organise trips away, including trips to interstate rail trails.

The economic stimulus that groups like our thirsty, hungry and, at the end of the day, tired riders bring to rural communities is significant. For example, over just 3 days on the Brisbane Valley Rail Trail in Queensland our group spent around \$4,000.

And our patronage is appreciated by the local community. At the camping ground in Everton, on Victoria's Murray to the Mountains Rail Trail, the owner said "Cyclists are great. We used to rely on fishermen, who'd be up half the night drinking. Cyclists come in, eat and then hit the sack. That's great for us!"

Pedal Power ACT is pleased to join other community groups supporting the Molonglo Rail Trail. There is great potential for Pedal Power ACT to organise rides based on this rail corridor that is so conveniently on Canberra's doorstep. Families and individuals will do likewise, thereby preserving a valuable part of the area's history and enabling the enhancement of facilities for locals and visitors alike. It will offer an easy, safe and quiet off-road ride from Bungendore that will enable more people to visit the historic mining village of Captains Flat while avoiding the surprisingly busy and narrow roads in the area.

Pedal Power ACT is pleased to offer its support to the Molonglo Rail Trail Committee in its work to bring this rail trail to fruition.

Yours sincerely  
Ian Ross  
Chief Executive Officer  
Pedal Power ACT



Mr Bill Taylor

President

Molonglo Rail Trail Committee

Dear Mr Taylor, I am writing to you on behalf of the Captains Flat Public School Parents & Citizens to offer our enthusiastic support for the establishment of a rail trail in our region. As your committee has clearly established through the recent feasibility studies, the benefits to our region would be tremendous and varied, from community health and fitness to wider economic opportunities. Having ridden sections of the Murray to Mountains Rail Trail in Victoria, I have seen and enjoyed first-hand the extraordinary benefits and fun of cycling along a rail trail. Apart from our students, parents and teachers taking full advantage of such a facility, the Captains Flat community as a whole would receive an enormous boost from a rail trail. It would attract many visitors to our village and enable the establishment of small businesses that would support and provide services to cyclists. At Captains Flat Public School we are very supportive of community initiatives that take advantage of the outdoors, encourage physical activity and an appreciation of the environment of our area. The rail trail fits the bill perfectly and would be an exciting addition to the region. One of our P&C members expressed some minor concern as her house is at the end of the trail. She said the thought of having so many people end at her house and then not know how to get into town bothers her a little. She suggested it would be ideal if the old house at the station could be turned into a museum/café. Apart from this we are very much behind the project. If we can offer any further support, please don't hesitate to contact us.



Kind regards,

Richard Snashall

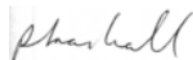
President Captains Flat Public School P&C

Captains Flat Public School P&C C/- Montgomery Street Captains Flat NSW  
2623 Email: [captainsflatpublicschool@pandcaffiliate.org.au](mailto:captainsflatpublicschool@pandcaffiliate.org.au)

Montgomery St,

Captains Flat NSW 2623

30 Apr. 19



**ABN: 75 461 329 970**



**CaNTER Collective**

**Letter of Support for Molonglo Rail Trail**

The Carwoola Nag Trainers, Enthusiasts and Riders (CaNTER) Collective is an informal group of like-minded residents involved in equine activities in the Carwoola region of NSW.

As local residents, we are familiar with the proposed Molonglo Rail Trail which will provide recreational opportunities along the disused Bungendore to Captains Flat rail corridor. The trail will provide a great opportunity for walking, cycling, and horse riding. We understand that in other states rail trails are available for horse riders and create a lovely, vehicle free trail to ride, along with many other benefits to other trail users, businesses and the community in general.

In order to demonstrate the strong support for the Molonglo Rail Trail in the horse riding community we have started a petition, which currently has over three hundred signatures across the online and hardcopy petitions. We hope to submit this petition, along with comparable ones for bike riders and pedestrians and an analysis of signatory's locations and comments, to both state and local government in the coming weeks.

We have been provided the Feasibility Study for the Molonglo Rail Trail carried out by the Molonglo Rail Trail Committee. We fully agree there will be significant social, health and economic benefits to the regional community.

We endorse the efforts of the Molonglo Rail Trail Committee to see this project supported by the NSW Government and the Queanbeyan Palerang Regional Council and hope to see it become the next rail trail to be developed in NSW.

We look forward to the development of facilities associated with this exciting community initiative.

Yours sincerely



Tammie Spackman  
on behalf of CaNTER Collective  
[cantercollective@yahoo.com.au](mailto:cantercollective@yahoo.com.au)

19 March 2019



FoodLovers Café and Market  
50 Molonglo St  
Bungendore NSW 2621  
[info@foodloversbungendore.com.au](mailto:info@foodloversbungendore.com.au)  
02 6238 0018

To whom it may concern

As the proprietor of Foodlovers in Bungendore I am fully supportive of the proposed rail trail between Bungendore and Captains Flat. I see this as a great boost for regional tourism and the potential flow on benefits for the small towns in this region.

Bungendore is a growing and thriving regional town. Initiatives like the rail will help to enhance existing services and realise Bungendore's potential as a destination town, as opposed to a quick stop off for people traveling to and from the coast.

As a small business owner, I see many ways I can develop and expand my business. Some examples are a mixture of lunch packages, picnic hampers and coffee deals for riders.

This enhanced service would mean I would employ more staff as I would expect a significant increase in patronage in my café.

I urge all relevant authorities to get behind the Molonglo Rail Trail and make it a reality.

Garth Morrison  
Proprietor Foodlovers Market

Breathtaking Events Pty Ltd ABN 34 166 821 870

Monday 26 February 2019

### **Molonglo Rail Trail**

I'm writing in support of the Molonglo Rail Trail

By way of background, my name is Steve Watson and I live, train and ride in much of the surrounding country that this unused rail corridor passes through.

I am the event manager for multi day bikepacking events including the Monaro Cloudrider 1000 and Cloudrider Prologue 500 which use backroads around the Monaro Region, including the Queanbeyan/Palerang region.

I'm 72 years of age and still regularly competing in multi-day bikepacking races covering several hundred kilometres a day including the US Tour Divide 4,400k, NZ Tour Aotearoa 3,000k. Many of these off road events include established rail trail links that bring exceptional health benefits for participants and casual touring riders. I'll claim myself as an example of those benefits.

The other driver for these initiatives are the economic benefits for towns and small communities along the way. For some it has enabled survival as they have been by-passed with easier vehicle travel and all weather rural road access to larger cities and towns as rail links closed and the poor weather limited roads of yesteryear were upgraded.

I am pleased to offer support for the proposed Molonglo Rail Trail from Bungendore to Captains Flat.

I have been provided the Feasibility Study for the Molonglo Rail Trail carried out by the Molonglo Rail Trail Committee. I fully agree there will be significant social, health and economic benefits to the local community, particularly for cyclists and walkers.

I understand that the current NSW government is now supporting the development of rail trails in our region with a pilot project underway at Tumbarumba. I endorse the efforts of the Molonglo Rail Trail Committee to see this project supported by the NSW government and the Queanbeyan Palerang Regional Council and hope to see it become the next rail trail to be developed in NSW. *GPO Box 3171 CANBERRA ACT 2601*

I understand that the current NSW government is now supporting the development of rail trails in our region with a pilot project underway at Tumbarumba. I endorse the efforts of the Molonglo Rail Trail Committee to see this project supported by the NSW government and the Queanbeyan Palerang Regional Council and hope to see it become the next rail trail to be developed in NSW.

I look forward to the development of facilities associated with this exciting community initiative.

Yours sincerely

Stephen K Watson

Steve Watson Event Manager Breathtaking Events Pty Ltd

January 2019

*GPO Box 3171 CANBERRA ACT 2601*



Destination Southern NSW Ltd (DSNSW)

PO Box 1025  
Goulburn, 2580

8th May 2019

Letter of Support: Molonglo Rail Trail

On behalf of the Board of Destination Southern NSW Ltd (DSNSW), I am very pleased to support the Molonglo Rail Trail which will deliver new visitor and tourism experiences within the Destination Southern region.

DSNSW recognises that this project will make a contribution to the region's active and adventure tourism market, which strongly aligns with our 'Destination Southern NSW Destination Management Plan 2018 – 2020' (DMP).

Research for the DMP highlighted the need for cycle-friendly initiatives in the region including Rail Trail projects to which the Molonglo Rail Trail was specifically acknowledged. Furthermore, the development of this and other similar trails was identified as a 'Game Changer Project', it would create linkages with the growing cycle tourism market and contribute to the experience development in the region.

Tourism across southern NSW is vital to the economy and is a source of employment for people of all ages. Investment in the development of assets such as this are an important factor in meeting visitor expectation in a competitive market.

Should further information be required regarding our support please contact our General Manager Sean Haylan on [sean.haylan@dsnsw.com.au](mailto:sean.haylan@dsnsw.com.au)

Yours sincerely,

Richard Beere

A handwritten signature in black ink, appearing to read "R. Beere".

Chair

Destination Southern NSW Ltd

Rosie Windsor 557 Lake Road Bungendore NSW 2621 0412114273

## Open Letter In Support Of the Molonglo Rail Trail

I am a resident and entrepreneur operating in the Bungendore region. I make small batch jewellery items selling in two retail outlets in the Bungendore Village precinct. I also "small business sit" on call for various businesses in the region. And finally, my husband and I operate an air bnb Loft when our family is not around- which is most of the year as our children are all overseas.

The proposed rail trail is an important initiative for all small business operators in the shire. We live in a richly diverse area offering a clean, safe and historically interesting place with villages at important and achievable distances should one be able to walk or ride along the proposed route. The disused railway to Captains Flat would open up this trail, for tourists and residents alike to discover the beauty and history and patronise businesses located in Bungendore, Hoskinstown and finally the old mining town of Captains Flat.

These rural towns need the impact of such an initiative to thrive and offer many wonderful cultural opportunities to visitors.

Other regions both here and overseas offering this type of experience where I have been, have only benefitted from such trails and landowners have not been impacted negatively at all. As much of the infrastructure is in place it would appear to be a highly viable project once again affording businesses to re energise and in some places re open and provide new business opportunities.

As a business owner I fully support the project and personally hope to ride the trail in near future and offer visitors a place to stay while they also explore the Molonglo Rail Trail and the villages en route.

Yours faithfully,

Rosie Windsor

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557 Lake Rd Bungendore NSW 2621

p 0412 114 273 e [rosie.f.windsor@gmail.com](mailto:rosie.f.windsor@gmail.com)

[rosiewindsorjewels](http://rosiewindsorjewels.com.au) \* small business sitter

# **QUEANBEYAN-PALERANG REGIONAL COUNCIL**

## **Council Meeting Attachment**

**23 MARCH 2022**

ITEM 14.1      RESPONSES TO COUNCILLORS' QUESTIONS

ATTACHMENT 2      RESPONSES TO COUNCILLORS' QUESTIONS



### QPRC COUNCILLORS' QUESTIONS - 2022

| No. | Date rec'd | Question / Request  | Responsible staff           | Response   | Date of reply | COMPL Y/N | Confidential info re questions |
|-----|------------|---|-----------------------------|--|---------------|-----------|--------------------------------|
| 96  | 14/3/2022  | The Mayor has received a request from a resident asking for a compression braking sign to be installed on Canberra Avenue between Lanyon Drive and Kealman Road intersections                               | SM Transport                |  |               |           |                                |
| 95  | 11/3/2022  | The Mayor has advised staff there was noise on social media regarding access to the bush land cemetery being locked at sometimes and not others. Can we please investigate and advise why this is the case? | SM Urban Landscapes         | <p>The Bushland Cemetery gates have being closed for multiple reasons</p> <ul style="list-style-type: none"> <li>• The bushland cemetery is a not as open as the lawn cemetery, the risk of someone being locked in there would be high.</li> <li>• Because the bushland cemetery is heavily vegetated people parking in discreet areas to undertake other activities besides visiting loved ones is a factor to be considered.</li> <li>• People tend to park as close as they can and hot exhaust on dry grass when no one is around needs to be factored</li> <li>• All the machinery for the cemetery is stored in a compound within the bushland cemetery. To date there really hasn't been too many security issues and would like to keep it that way.</li> <li>• There are a lot of dirt tracks/roads which may attract unsolicited vehicles to the area</li> </ul> <p>We will look at the capacity for a closer car park and signage.</p> | 14/3/22       | Y         |                                |
| 94  | 11/3/2022  | Crs Preston & Grundy observed notices on a social media page in relation to the administration of parking fines to trades   | A/PGM Community Connections | The resident was fined (31/01/2020) following numerous warnings from rangers regarding blocking of the footpath both with building material and vehicles. You will see from the attached photo that the resident has paid no attention to  | 11/3/22       | Y         |                                |

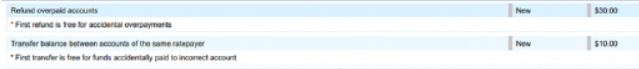
|    |           |  |                     |  |  |  |  |
|----|-----------|--|---------------------|--|--|--|--|
|    |           | <p>persons working on a property on the corner of Butmaroo Street and Kings Highway Braidwood. The nature of the social media commentary suggests that the parking fines may exhibit overreach especially in a village environment. Can staff please provide comment on this case?</p> |                     | <p>warnings given by the Council staff. The inspections and fines followed complaints from customers over the blocked verges and footpaths.</p> <p>Whilst staff are willing to work with construction sites to allow activity in the road reserve this needs to be done through the S138 process and must maintain access for our residents and safe sight distance at intersections. It is also easier if this is done in a courteous manner by all involved.</p> <p>In addition to the issued parking infringements, our Transport Rangers have issued the property owner with a clean-up notice to remove the building materials from the road reserve.</p> <p>Any occupation or activity within a public road reserve (outside of the usual residential parking or sign posted parking) where there is either a construction activity taking place, placement of any signage, parking of construction vehicles and plant, trade utes, trade waste bins, etc all must have permission from the Road Authority. This permission is accomplished through a Section 138 Certificate from Council where an application is submitted by the builder/contractor with a corresponding traffic/pedestrian plan and evidence of \$20M public liability insurance. Council usually require a refundable security bond for any damages. If this activity is occurring on a classified road, eg Kings Highway, a Road Occupancy Licence is also required from TfNSW. Council can confirm this permit has not been applied for in this situation.</p> <p>Should you require additional photos demonstrating the blockages they can be provided</p> |  |  |  |
| 93 | 10/3/2022 | <p>The Mayor has sought clarification on behalf of a resident as to whether Council can perform hazard reduction works done along the</p>  | SM Urban Landscapes |  |  |  |  |

|    |          |  |                          |  |        |   |  |
|----|----------|--|--------------------------|--|--------|---|--|
|    |          | Greenleigh side of the Queanbeyan river.   |                          |  |        |   |  |
| 92 | 9/3/2022 | The Mayor has been contacted by a resident requesting an update on scheduled maintenance for Nerriga Road at Durran Durra                        | SM Transport             | Our crews are aware of the potholes on Nerriga Road. Our patching crew is working on repairing potholes on the Kings Highway on 9/3/22 and will hopefully be on Nerriga Road by 11/3/22.   | 9/3/22 | Y |  |
| 91 | 9/3/2022 | The Mayor has received a request from Peter Coleborne requesting financial assistance from QPRC to expand his swim school business in Queanbeyan | SM Business & Innovation | <p>Thank you for contacting our new Mayor, Kenrick Winchester about grant funding opportunities, assistance and loans which may be available to develop and expand your home swim school business. Your small class and boutique swimming lessons fill a gap in services for young people in the Queanbeyan area and can make a positive contribution to the Queanbeyan area's community through adding to the physical development and recreation services available in the Queanbeyan area.</p> <p>Queanbeyan-Palerang Regional Council does not provide grant funding for-profit or community entities for infrastructure upgrades. The Australian and NSW Government provides some assistance to businesses relating to grant funding and access to low-cost loans and specialist business advice, which may be useful to you. The Australian Government's Business Portal at <a href="https://business.gov.au/Grants-and-Programs">https://business.gov.au/Grants-and-Programs</a> provides some good advice on grants and funding and other assistance available for small business from government sources. Regional Development Australia (RDA) Southern Inland's Grant Guru site at <a href="https://www.rdasi.org.au/funding-and-grants/">https://www.rdasi.org.au/funding-and-grants/</a> may also assist you in finding a Government grant funding program which matches your needs, and provides advice on how to submit a sound funding application. Clicking on 'explore the various grants' on this webpage will take you to the 'Grant Finder portal'. This portal allows you to search for grants available for business, and provides a filter with which to narrow your search. The site has a really handy feature which allows people to register and then receive automatic email alerts when a</p> | 9/3/22 | Y |  |

|    |          |   |              |  |  |  |  |
|----|----------|---|--------------|--|--|--|--|
|    |          |   |              | <p>grant program becomes available which matches their search parameters.</p> <p>The funding for upgrade of facilities at Wright Park did not come from Council's budget, but rather was funded by the Australian Government's Local Roads and Community Infrastructure (LRCI) Program phase 3. Through this program the Australian Government provides local councils throughout Australia with funds to deliver priority local road and community infrastructure projects. The aim of phase 3 of program is supporting jobs and resilience of local economies, to help communities bounce back from the effects of the COVID pandemic. At the 23 February 2022 Council Meeting, Councillors resolved to use \$1.3 million of its LRCI phase 3 allocation on upgrades to the facilities at Wright Park, and Council deemed Wright Park to be a priority project for use of these funds.</p> <p>Council has a Grants Officer who is available to assist community groups and for-profit entities in the Queanbeyan-Palerang local government area to apply for grants. Assistance that the Grants Officer can provide you includes advice about grant programs, advice on how to apply and on addressing the application questions, assistance with compiling supporting documents such as project plans and risk assessments, providing ABS data which can be used as evidence to support funding applications, organising Letters of Support from Council, and checking of draft applications and advising of any recommended changes or additions. Contact details for our Grants Officer are: Liz Mirowski at <a href="mailto:Liz.mirowski@qprc.nsw.gov.au">Liz.mirowski@qprc.nsw.gov.au</a> or phone 6285 6044.</p> |  |  |  |
| 90 | 8/3/2022 | The Mayor has received a request from a resident as to whether there are any planned works to raise the height of the Bombay Bridge given it often floods and leaves residents on | SM Transport |  |  |  |  |

|    |          |  |                     |   |        |   |  |
|----|----------|--|---------------------|---|--------|---|--|
|    |          | the Bombay/Farrington side of Braidwood stranded   |                     |   |        |   |  |
| 86 | 7/3/2022 | <p>The Mayor has asked the following:<br/>As you may be aware, Respite care for QBN will be building their facility at Ross Road parklet</p> <p>The facility will take up approx 50% of the parklet, and the plan would then be to build a new park on the tensing space for residents</p> <p>I believe council went out for community consultation on this matter a while ago - am I able to be provided with an update as to where this is now up to? Is the design finalised and we are just waiting for funding opportunities?</p> | SM Urban Landscapes | <p>This is correct.<br/>We did the consultation and Council adopted the final plan for the park. We just need a funding source to complete building it.</p>   | 7/3/22 | Y |  |
| 85 | 4/3/2022 | <p>The Mayor has received a complaint from a ratepayer regarding a \$10 fee in the <i>2021 Fees and Charges Policy</i> to transfer money from Rates to Water accounts and vice versa, along with the processing of refunds from such accounts.</p>   | CFO                 | <p>Rate payers will not be charged an administration fee for their first refund or transfer request as a result of accidental payments. The below mentioned administration fee is only charged for each transaction after the initial free refund or transfer.</p> <p>The charges were put in place as a deterrent for people that where using Council as a bank and requesting refunds more than once a year or continuously paying money to the wrong account, even after contact from Council to explain the error, and then requesting the payment to be transferred.</p> <p>This charge is to cover the administration cost of the refund or transfer process.</p> | 4/3/22 | Y |  |

14.1 Responses to Councillors' Questions  
Attachment 2 - Responses to Councillors' Questions (Continued)

|    |          |   |                     |  |        |   |  |
|----|----------|---|---------------------|--|--------|---|--|
|    |          |   |                     | <p>The resident has not been charged the \$10 as it was her first request for a transfer, as per the <a href="#">2021 Fees and Charges policy</a> adopted by Council (outlined below).</p>   |        |   |  |
| 83 | 4/3/2022 | The Mayor received correspondence from a resident regarding if/when the total sealing of Williamsdale Road will occur   | SM Transport        |  |        |   |  |
| 82 | 3/3/2022 | The Mayor has asked if the change room on Freebody Field 3 could be replaced with something similar to what was installed at High Street/Margaret D and if so, how much it would cost?  | SM Urban Landscapes | <p>Council could demolish the old dis-used building and replace with an Ausco amenities block quite easily on this location. All services are already there. Project cost would be around \$650,000. That would include demolition of the old buildings, supply and install new amenities and connect to services.</p>   | 4/3/22 | Y |  |
| 81 | 3/3/2022 | The Mayor has had a request from a resident regarding possible installation of a bubbler or water refill station for people along the EDE. Is this something Council could do and if so, how much would it cost?  | SM Urban Landscapes | <p>It is do-able, there is water in the area. Depending on the actual location and how long the water connection is, I estimate \$10,000-\$12,000 to supply and install. It does get a lot of use so worth considering.</p>  | 4/3/22 | Y |  |
| 80 | 3/3/2022 | The Mayor has received concerns from a Googong local business in relation to their carpark being full of tradies vehicles once the school construction is underway. Is there anything that can be done to ensure there is sufficient space for locals to use the carpark? | SM Transport        | <p>We have reviewed the Contractors Construction Traffic Management plan (CTMP) - minimum of 30 carparks would be provided onsite.</p> <p>We reviewed and made submission on many things but including that</p> <ul style="list-style-type: none"> <li>• 30 will not be enough for some of the stages and that &gt; 60 will be required</li> <li>• Ongoing review is needed</li> </ul> | 4/3/22 | Y |  |

|    |            |  |       |   |        |   |  |
|----|------------|--|-------|---|--------|---|--|
| 79 | 2/3/22     | Cr Wilson has asked why Edwin Land Parkway has been chip-sealed which effectively amplifies the already abundant tyre noise?   | A/CEO | The recently resealed section of ELP was stabilized and then sealed with the spray seal currently applied. We need to leave it for approx. 6 months like that to settle down, then we come back and put an AC surface back on it, covering up all the spray sealed sections. If we did the AC now, it would crack as the stabilized pavement shrinks and dries. | 4/3/22 | Y |  |
| 61 | 15/02/2022 | <p>Cr Willis has asked:</p> <p>It is understood that the proposed Woodlawn waste-to-energy incinerator is proposed for the Goulburn-Mulwaree Council area. However, material will be transported through the QPRC council area, and the proposed facility would be very close to QPRC. It is also understood that the development application is likely to be designated State Significant.</p> <p>Q1: Queanbeyan-Palerang Regional Council can make a submission on the DA. The status of a submission by "the local council" is different from that of another submitter, in that it triggers referral to the Independent Planning Commission. Is this status restricted only to the council in which the facility is proposed to be located, or also to other councils whose residents and facilities (roads, for example) are likely to be affected by it?</p> |       |   |        |   |  |

|     |            |   |                           |  |         |   |  |
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|     |            | Q2: As a current customer of Woodlawn, and as a potential future customer of the waste-to-energy facility, how will council manage this potential conflict of interest when developing a submission on the DA?  |                           |  |         |   |  |
| 41  | 3/2/2022   | <p>The Mayor has been approached by a resident regarding FOGO in QPRC</p> <p>Can the relevant staff member advise where we are up to with this, and any appropriate background?</p> <p>Another resident also asked why we don't have recycling bins attached to our general waste bins in the CBD, I didn't have a response, is this something we are looking at?</p> | SM Utilities              | <p>The matter of FOGO in the region was covered in Councillor Workshop on 2 March 2022.</p> <p>On the matter of publicly available recyclable bins, a number of photos demonstrating the contamination issues faced were provided. This is an example of bins from Cargill Park. The contamination was of the order of 90% across all bins. All of the material went to landfill. This is representative of what we find across the board for all "uncontrolled" yellow topped bins.</p> | 14/3/22 | Y |  |
| 24  | 24/01/2022 | The Mayor has asked for an update on the issues, occupation and condition of the Ray White building (corner Lowe/Monaro Street) and options for Council to remedy the appearance or use of the site.  | SM Business & Innovation  | An Emergency Order has been issued   |         |   |  |
| 391 | 30/11/21   | Cr Marshall advised that the bridge work in Captains Flat is still not finished and the condition of the detour needs to be addressed. Miners Road past the SES and substation is a moonscape.  | PGM Community Connections |  |         |   |  |



|     |         |  |                                 |   |         |  |  |
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| 368 | 30/9/21 | Cr Winchester has asked Council to confirm what the further \$2.9 million funding will be used for on Williamsdale Road. Will the rest of the road now be able to be sealed? | PGM<br>Community<br>Connections | We are currently getting some design work done so an accurate estimate can be determined. Once the design work is done, we will provide details on the sections of road to be done. | 7/10/21 |  |  |
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