

Council Reference: Crown Land
Your Reference:



Customer Service | 1300 292 872 | (02) 6670 2400

2 September 2016

tsc@tweed.nsw.gov.au
www.tweed.nsw.gov.au

Fax (02) 6670 2429
PO Box 816
Murwillumbah NSW 2484

Please address all communications
to the General Manager

ABN: 90 178 732 496

Mr Samuel Griffith
Principal Council Officer
Upper House Committees
Legislative Council
Parliament of SW

by email: GPSC6.GPSC6@parliament.nsw.gov.au

Dear Sir

Crown Land Inquiry - Transcript and questions on notice

Council refers to your email dated 12 August, 2016 and now attach the following:

1. Response to questions on notice

- (a) Attached are nett costings for works at Kingscliff in 2010 to 2012 in response to major coastal erosion events. Further, annual operational and capital costs for Council managed Crown land since 2011, to capture expenditure across Crown land reserves between 2011 and 2015, see attachment 1;
- (b) A copy of the confidentiality agreement required by Crown Lands to be signed by Council officers before commencing the Local Land Pilot, see attachment 2; and
- (c) A copy of the Local Land Pilot criteria developed by Crown Lands to set parameters for the participating councils to assess the Crown land within their local government area to be either local or state significance is attachment 3; and,
- (d) Council advises that we hold no record of the number of Aboriginal Land Claims within the Tweed Shire Local Government area, as we do not have access to the information and respectfully suggest that this question be directed to the Registrar of the Aboriginal Land Rights Act.

2. Response to the supplementary questions to all councils

Please see attachment 4.

3. Transcript - GPSC No. 6 - Ballina, Wednesday 3 August 2016

Please find a copy of the proof of the transcript showing amendments for pages 2 and 14, as attachment 5.

Page 11, and at paragraph 6, the second sentence in Ms Turnbull's response to a question from Mr Shoobridge is clearly incorrect, as it does not make sense, particularly in the context of the question posed by him.

It is requested that this statement be reviewed in the Hansard audio recording so that clarification of what was actually said can be ascertained.

For ease of reference, this statement is underlined, with a question mark in the left margin.

We trust that Council has been of assistance to the inquiry, should you require any further information, please do not hesitate to contact our Legal Services Officer, Nela Turnbull on 02 6670 2574 or by email at nelat@tweed.nsw.gov.au.

Yours faithfully

Troy Green
GENERAL MANAGER
Encls.

ATTACHMENT 1

Location: R1001008	Works	Cost	Funding Body
Kingscliff Beach HP (north)	Rock revetment works on beach front	\$520,000	Tweed Coast Holiday Parks Trust (TCHPRT)
	Sandbags on beach front	\$712,000	TCHPRT
	Aluminium steps	\$16,000 approx	TCHPRT
	Timber steps	\$16,000 approx	TCHPRT
Cudgen Hd SLSC	Concrete piles revetment	\$430,000 approx	NSW State Govt/Tweed Shire Council - 50/50
	Aluminium steps	\$16,000 approx	Cudgen Hd SLSC/TCHPRT - 50/50
	Concrete ramp	\$30,000 approx	Tweed Shire Council
Kingscliff Beach foreshore (south of SLSC)	Rock revetment works Faulks Park to Lions Park	\$342,000	State Government disaster relief funding
Kingscliff Beach foreshore (south of SLSC)	Rock revetment works adjacent to concrete pile wall	\$70,000	Tweed Shire Council
Faulks Park	Replacement of lost car parking	\$100,000	State Government disaster relief funding 1

Costings for coastal erosion works undertaken at Kingscliff during 2010/2012

Operational costs and capital expenditure - Crown Land under Council management - 2011 to 2015

Year	Location: Single Coastal Reserve - R1001008	Operational costs p/a	Capital expenditure	Details
2011		\$811,307		Operational costs include: bushland, dune stabilisation, wharves/jetties/ramps maintenance, parks maintenance
2012		\$835,543	\$300,000: Faulks Park upgrade, new toilets, play equipment \$40,000: Jack Bayliss Park - exercise equipment	Operational costs as above
2013		\$860,609		As above
2014		\$886,428		As above,
2015		\$952,095		As above
	TOTAL	\$4,345,982	\$340,000	

Year	Location: Jack Evans Boatharbour, Tweed Heads	Operational costs p/a	Capital expenditure	Details
2011		\$220,00	\$5 million	Upgrade to park precinct, stormwater infrastructure and boardwalks
2012		\$220,000		Maintenance of grounds, cleaning toilets, maintenance of boardwalks, lighting etc.
2013		\$220,000		As above
2014		\$220,000		As above
2015		\$220,000		As above
	TOTAL	\$1,100,000	\$5 million	

Year	Location: Knox Park, Murwillumbah	Operational costs p/a	Capital expenditure	Details
2011		\$133,000		Maintenance, cleaning of toilets
2012		\$133,000		As above
2013		\$133,000		As above
2014		\$133,000	\$2 million: Park upgrade, play equipment	Maintenance as above
2015		\$133,000	\$100,000: Netball clubhouse upgrade \$20,000: Court surfacing	Maintenance as above
	TOTAL	\$665,000	\$2,120,000	

Year	Location: Razorback Reserve, Tweed Heads	Operational costs p/a	Capital expenditure	Details
2011		\$5,000		Park maintenance, toilet cleaning
2012		\$5,000		Park maintenance, toilet cleaning
2013		\$5,000		Park maintenance, toilet cleaning
2014		\$5,000		Park maintenance, toilet cleaning
2015		\$5,000	\$100,000: Upgrade of access path	Park maintenance, toilet cleaning
	TOTAL	\$25,000	\$100,00	

Year	Location: Pottsville Environmental Park	Operational costs p/a	Capital expenditure	Details
2011		\$40,000		
2012		\$40,000		
2013		\$40,000		
2014		\$40,000		
2015		\$40,000		
	TOTAL	\$200,000		

Year	Location: Walter Peate & Reg Dalton sportsfields, Chinderah	Operational costs p/a	Capital expenditure	Details
2011		\$35,000		Maintenance & irrigation
2012		\$35,000		
2013		\$35,000		
2014		\$35,000		
2015		\$35,000	\$150,000	Costs of purchase and installation of lights
	TOTAL	\$175,000	\$150,000	

Year	Location: Les Berger Sportsfields, Pottsville	Operational costs p/a	Capital expenditure	Details
2011		\$4,500		Lease fee for use of Crown Land
		\$12,000		Field maintenance
2012		\$4,500		Lease fee for use of Crown Land
		\$12,000		Field maintenance
2013		\$4,500		Lease fee for use of Crown Land
2014		\$4,500	\$250,000: extension of sportsfield, lighting and irrigation installation	Lease fee for use of Crown Land
2015		\$4,500		Lease fee for use of Crown Land
		\$12,000		Field maintenance
	TOTAL	\$16,500	\$250,000	

Other sportsfield & park costs:

Annual Water & Sewerage costs: \$150,000 per annum - covers water usage (eg toilets) in parks and irrigation of sportsfields

Year	Location: Surf Life Saving Clubs	Operational costs p/a	Capital expenditure	Details
2011		\$560,000		Surf patrol costs
2012		\$560,000		Surf patrol costs
2013		\$560,000		Surf patrol costs
2014		\$560,000	\$600,000: Fingal Head SLSC clubhouse works	Surf patrol costs
2015		\$560,000	\$250,000: SALT SLSC clubhouse works	Surf patrol costs
	TOTAL	\$2,800,000	\$850,000	



Confidentiality Deed

Department: The Department of Trade and Investment,
Regional Infrastructure and Services

Agency/Division: Strategic Policy & Economics Division

Name of Project: Local Land Pilot

Details

Department

Name The Crown in right of the State of New South Wales acting through the Department of Trade and Investment, Regional Infrastructure and Services (ABN 72 189 919 072).

Agency/ Division Strategic Policy & Economics Division

Address Level 48, MLC Centre, 19 Martin Place, Sydney NSW 2000

Department Contact Person (refer to clause 11-Notices)

Name Austin Whitehead

Position Senior Manager, Policy Coordination & Review

Address Level 48, MLC Centre, 19 Martin Place, Sydney NSW 2000

Telephone (02) 9338 6889

Mobile 0437 135 097

Fax (02) 9338 6890

E-mail austin.whitehead@trade.nsw.gov.au

Recipient

Name *[Please insert – this should be the Council]*

Address

[Please insert]

ABN *[Please insert]*

Council Contact Person (refer to clause 11 - Notices)

Name [Please insert - This should be the General Manager]

Position General Manager

Address *[Please insert]*

Telephone *[Please insert]*

Mobile *[Please insert]*

Fax *[Please insert]*

E-mail *[Please insert]*

Confidential Information of the Council

As defined in **clause 1.2.**

Confidential Information of the Department

As defined in **clause 1.21-2** and includes without limitation any specific information listed below: All information provided and/or disclosed to the Council by virtue of the Council's

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participation in the Local Land Pilot.

Approved Purpose

The purpose for which the Confidential Information is provided, being the implementation of the Local Land Pilot, and recommendations to Government on future actions stemming from the Local Land Pilot.

Term

(refer to clause 2 - Term)

10 years from the date of this Deed.

Special Conditions

Terms of Deed

1. Definitions and Interpretation

1.1 Interpretation

Unless the context requires otherwise, in this Deed:

- (a) the terms set out in the left hand column of the Details have the meaning ascribed to them in the right hand column of the Details;
- (b) words in the singular include the plural and vice versa;
- (c) where any time limit pursuant to this Deed falls on a day which is not a Business Day then the time limit will be deemed to have expired on the next Business Day;
- (d) a reference to a statute, regulation, ordinance or by-law will be deemed to include a reference to all statutes, regulations, ordinances or by-laws amending, consolidating or replacing same from time to time;
- (e) headings are for convenience only and do not affect the interpretation of this Deed;
- (f) the meaning of general words is not limited by specific examples introduced by "including" or "for example" or similar expressions;
- (g) references to persons include bodies corporate, government agencies and vice versa;
- (h) references to the parties include references to respective directors, officers, employees and agents of the parties;
- (i) nothing in this Deed is to be interpreted against a party solely on the ground that the party put forward this Deed or any part of it; and
- (j) where an expression is defined, any other grammatical form of that expression has a corresponding meaning.

1.2 Definitions

Business Day means any day other than a Saturday, Sunday or public holiday in New South Wales.

Confidential Information means:

- (a) the Confidential Information of the Council; and
 - (b) the Confidential Information of the Department,
- as relevant.

Confidential Information of the Council means such information provided by the Council in connection with the Approved Purpose that the Council has identified in writing to the Department to be Confidential Information for the purposes of this Deed, but does not include information that:

- (a) is in the public domain; or
- (b) is independently known or developed by the party receiving the information other than as a result of a breach of this Deed or any other obligation of confidentiality owed by or to any other person.

Confidential Information of the Department means all information provided by the Department in relation to the Approved Purpose and includes trade secrets, financial information and other commercially or scientifically valuable information of whatever description and in whatever form (whether written or oral, visible or invisible) which:

- (a) is by its nature confidential;
- (b) has been designated as confidential by a party;
- (c) is capable of protection at law or equity as confidential information; or
- (d) is derived or produced partly from the Confidential Information,

but does not include information that:

- (a) is in the public domain; or
- (b) is independently known or developed by the party receiving the information other than as a result of a breach of this Deed or any other obligation of confidentiality owed by or to any other person.

Deed means this Deed between the Department and the Council for the each party to receive Confidential Information from the other party in accordance with the Details and Terms of Deed.

Deed Poll means a deed poll in the form of Annexure A.

Intellectual Property or IP includes:

- (a) all rights in relation to copyright, inventions, plant varieties, trademarks, designs, patents; and
- (b) all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields including trade secrets and know-how,

but does not include Moral Rights.

Moral Rights has the same meaning as in the Copyright Act 1968 (Cth).

Provider means a party as the provider of any Confidential Information under this Deed.

Recipient means a party as the recipient of Confidential Information under this Deed.

2. **Term**

2.1 This Deed will continue in force for the Term specified in the Details.

3. **Disclosure of Confidential Information**

3.1 The Recipient acknowledges that it may be given access to certain Confidential Information of the Provider. In consideration of the disclosure of Confidential Information the Recipient agrees to use and protect that Confidential Information in accordance with the terms of this Deed.

- 3.2 The Department acknowledges that its employees are bound by confidentiality provisions in their employment contracts and, where relevant, by requirements for the protection of Cabinet in Confidence information.
- 3.3 Nothing in this Deed obliges a party to disclose any particular information. Each party has absolute discretion as to the Confidential Information which it chooses to disclose to the other party.
- 3.4 The Recipient bears the onus of showing that information is not Confidential Information.
- 3.5 A combination of information will not be taken to be in the public domain merely because it contains some information which is in the public domain.

4. **Permitted Use**

- 4.1 During the Term the Recipient must, in relation to the Confidential Information of the Provider:
- (a) keep it confidential; and
 - (b) use it only for the Approved Purpose.
- 4.2 The Recipient must not copy the Confidential Information or any part of it other than as strictly necessary and must mark any such copy 'Confidential - ([Name of Provider])'.

5. **Permitted Disclosures**

- 5.1 The Council may disclose Confidential Information only to the Council's employees, councillors, and legal, financial or other professional advisers and only where those persons:
- 5.1.1 have provided the Department with an executed Deed Poll in favour of the Department; and
 - 5.1.2 have a need to know the information for the Approved Purpose.
- 5.2 Without limiting ~~clause 5.15.1~~ and prior to disclosure to any person under ~~clause 5.15.1~~, the Council must ensure that those persons are made aware of the confidential nature of the Confidential Information and must provide to the Department a Deed Poll that has been executed by those persons.
- 5.3 The Recipient may disclose Confidential Information to the extent that it is required to be disclosed by law, provided that:
- (a) the Recipient must, to the extent reasonably practicable, give prior notice to the Provider of the proposed disclosure with full details of the circumstances and the information to be disclosed; and
 - (b) the Recipient must postpone any disclosure required by law for as long as the Recipient is able to, without prejudicing the Recipient's own position; and
 - (c) the Recipient acknowledges that the Provider, at its cost and expense, is entitled to make representation to the relevant court, tribunal or other body seeking or ordering disclosure as to whether the Confidential Information should be disclosed.

6. **Security Practices**

- 6.1 The Recipient must implement security practices against unauthorised copying, use and disclosure of any Confidential Information.
- 6.2 The Recipient must immediately notify the Provider if the Recipient becomes aware of any unauthorised copying, use or disclosure in any form or any disclosure required by law.
- 6.3 The Recipient must promptly comply with any request by the Provider to return or destroy any or all copies of Confidential Information, unless required by law to be retained.

6.4 The Recipient must cooperate with the Provider in any reasonable action it takes to protect the Confidential Information.

7. Intellectual Property

7.1 Nothing in this Deed changes the ownership of Intellectual Property in any Confidential Information.

7.2 This Deed does not give the Recipient any right, title or interest in the Confidential Information.

8. Exclusion of Warranties

8.1 The Recipient acknowledges that, to the extent permitted by law, the Provider:

- (a) has not made and makes no representation or warranty, express or implied, as to the accuracy, content, legality or completeness of the Confidential Information;
- (b) is not under any obligation to notify the Recipient or provide any further information to the Recipient or if it becomes aware of any inaccuracy, incompleteness or change in the Confidential Information; and
- (c) has not made and makes no representation or warranty, express or implied, that the Confidential Information does not infringe the Intellectual Property Rights or any other right of any person.

9. **Expiry**

9.1 The Recipient will, upon expiry of the Term or within ten (10) days of receiving written notice from the Provider requesting return of the Confidential Information:

- (a) return to the Provider in a secure and confidential manner all written or eye or machine readable versions and copies of such Confidential Information as the notice requires; and
- (b) delete or destroy any other record of any part of the Confidential Information (including information in computer records and electronic storage devices) required by the Provider to be returned which cannot be physically delivered to the Provider,

provided that the Recipient may in good faith keep one copy of Confidential Information in safe custody on a confidential basis where needed for the purpose of determining any continuing legal obligations.

10. **Injunctive Relief and Indemnity**

10.1 The Recipient acknowledges that a breach of this Deed may cause the Provider irreparable damage for which monetary damages would not be an adequate remedy. Accordingly, and without prejudice to any other rights or remedies that may be available, the Provider may seek injunctive relief against such a breach or threatened breach without proving any actual damage sustained or likely to be sustained by it.

10.2 The Recipient must indemnify and keep indemnified the Provider from and against all costs (including legal costs on a solicitor/client basis), expenses, losses, damages, claims, actions, proceedings or other liabilities (whether in contract, tort or otherwise) ("Claims"), arising out of any unauthorised use or disclosure of any Confidential Information by:

- (a) the Recipient;
- (b) any of the Recipient's employees, directors, officers, subcontractors, agents or legal, financial or other professional advisers;
- (c) any person in respect to whom the Provider consents to the Recipient making a disclosure of the Confidential Information; or
- (d) any person whose awareness of the Confidential Information originates with the Recipient,

provided that the Recipient shall not be liable for any loss of revenue, loss of profits, loss of anticipated savings or business, pure economic loss, loss of data, loss of value of equipment (other than the cost of repair), loss of opportunity or expectation loss or any other form of consequential, special, indirect, punitive or exemplary loss or damage.

10.3 The Recipient's liability to indemnify the Provider under this **clause 10.10**:

- (a) will be reduced proportionately to the extent that any negligent or unlawful act or omission by the Provider contributed to the relevant Claim; and
- (b) does not exclude or reduce the liability of, or benefit to, a party that may arise by operation of the common law, statute or the other terms of this Deed.

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11. Notices

11.1 Unless otherwise stated in this Deed, all Notices to be given under this Deed must be in writing, and hand-delivered, posted or faxed to the Contact Person specified in the Details or as otherwise notified in writing.

11.2 Any Notice is deemed to be received by the receiving party as follows

- (a) if hand delivered, the day on which it is left at the relevant address;
- (b) if sent by regular post within Australia, four (4) Business Days after the day on which it is posted; and
- (c) if sent by facsimile, the day of transmission, or the date and time the sender received a delivery confirmation report.

provided that any such Notices are delivered or sent before 5.00pm on a Business Day, otherwise they will be deemed to be received on the next Business Day.

11.3 Any such mode of service will be in all respects valid and effectual notwithstanding that the Party on whom service is effected may be in liquidation, bankruptcy or wound up and notwithstanding any other matter or event whatsoever.

12. General

12.1 **Entire Agreement:** This Deed states all the express terms agreed by the parties as to the matters referred to in this Deed. It supersedes all prior contracts, obligations, representations, conduct and understandings.

12.2 **Variation:** This Deed may only be varied by agreement in writing signed by the parties.

12.3 **Inconsistency:** If there is any inconsistency between provisions then the order of precedence will be the Details then the Special Conditions.

12.4 **Waiver:**

- (a) If a party fails to exercise any of its rights under this Deed, or delays exercising those rights, that failure or delay will not operate as a waiver of those rights or any future rights or in any respect estop a party from relying on the terms of this Deed to their full force and effect.
- (b) Any waiver by a party of a breach of this Deed must be in writing and will not be construed as a waiver of any further breach of the same or any other provision.

12.5 **Assignment:** The Recipient must not assign or novate its obligations or interests under this Deed, without the prior written consent of the Provider.

12.6 **Counterparts:** This Deed may be signed in any number of counterparts which taken together will constitute one instrument

12.7 **Governing Law:** The laws of New South Wales govern this Deed and the parties submit to the non-exclusive jurisdiction of the courts in that State.

Execution clauses

Department

Signed for and on behalf of the Crown in right of the State of New South Wales acting through the **Department** by its authorised signatory but not so as to incur personal liability:

Name

Signature

Title

Date

Council

Council (under seal)

Signed, sealed and delivered by [Click here to enter text..](#)

The Common Seal of Tweed Shire Council was hereunto affixed in accordance with a resolution made on 11 December 2014

Signature

Signature

Mayor

General Manager

Annexure A – Deed Poll



Confidentiality Deed Poll

Details

Department	Name The Crown in right of the State of New South Wales acting through the Department of Trade and Investment, Regional Infrastructure and Services (ABN 72 189 919 072).
	Agency/ Division Strategic Policy & Economics Division
	Address Level 48, MLC Centre, 19 Martin Place, Sydney NSW 2000
Council	Name Tweed Shire Council Tumbulgum Road, Murwillumbah, NSW, 2484
	Address
	Position Click here to enter text.
	Address Click here to enter text.
Recipient	Telephone Click here to enter text.
	Mobile Click here to enter text.
	Fax Click here to enter text.
	E-mail Click here to enter text.
Confidential Information of the Department and Council	As defined in clause 3.1 and includes without limitation any specific information listed below: All information provided and/or disclosed to the Recipient by virtue of the Recipient's participation in the Local Land Pilot.
Approved Purpose	The purpose for which the Confidential Information is provided, being the implementation of the Local Land Pilot, and recommendations to Government on future actions stemming from the Local Land Pilot.
Term (refer to clause 2 - Term)	Ten years from the date this Deed is executed.
Special Conditions	N/A

Terms of Deed

13. Interpretation

Unless the context requires otherwise, in this Deed:

- (k) the terms set out in the left hand column of the Details have the meaning ascribed to them in the right hand column of the Details;
- (l) where an expression is defined, any other grammatical form of that expression has a corresponding meaning.

14. Benefit and Entitlement

14.1 This Deed Poll is irrevocable and remains in full force and effect for the Term or until the Confidential Information of the Department lawfully becomes part of the public domain.

14.2 This Deed Poll is executed as a deed poll. Accordingly, the Department has the benefit of, and is entitled to enforce the Deed Poll even though it is not a signatory to the Deed Poll. This Deed Poll binds the Recipient.

15. Understandings and Undertakings of the Recipient

15.1 I, the Recipient, understand that Confidential Information of the Department means all information listed in the Details and also all trade secrets, financial information and other commercially or scientifically valuable information of whatever description and in whatever form (whether written or oral, visible or invisible) which:

- (e) is by its nature confidential;
- (f) the Department has designated as confidential;
- (g) is capable of protection at law or equity as confidential information; or
- (h) is derived or produced partly from the Confidential Information,

but does not include information that:

- (a) is in the public domain; or
- (b) I knew or developed independently other than as a result of a breach of this Deed or any other obligation of confidentiality owed by or to any other person.

15.2 I understand that I will receive certain Confidential Information from the Department which I will acquire or will be produced during or made available to me arising out of or in connection with my participation in meetings, teleconferences and other activities in connection with the Approved Purpose.

15.3 I undertake, during the Term, in relation to the Confidential Information of the Department:

- (c) to keep it confidential;
- (d) use it only for the Approved Purpose;
- (e) abide by any specific written requirements of the Department with regard to it;
- (f) ensure that it is stored with or protected by appropriate security, having regard to its nature and form;
- (g) ensure that it is not, except as required by law, disclosed to any other party or made public without the prior approval in writing of the Department; and

- (h) to promptly comply with any request by the Department to return or destroy any or all copies of Confidential Information, unless required by law to be retained.

Execution

Recipient

Signed, sealed and delivered by:

Before:

Name

Signature of Witness

Signature

Name of Witness

Address

Address of Witness

Date

Appendix 2: Interpretation of State and Local Land Criteria

Table 3 Draft state land criteria

Criterion or characteristic	Underlying principles / rationale	Examples
Land currently subject to a leasehold tenure that is not reserved, except where the tenure is held by councils	This is land that is leased or licensed to private interests, in some cases on a commercial basis	Western land leases
		Clubs – golf clubs, rifle/shooting ranges, gun clubs, equestrian sites, horse agistment
	The land (as tenured) does not fulfil any local land criteria	Caravan and camping parks (commercial)
		Aged care homes (not tenured to council), war veterans homes
Land required for critical infrastructure (e.g. coastal breakwalls and foreshore protection, harbours, telecommunication towers and infrastructure expansion)	The State is largely responsible for and/or bears the risk associated with that infrastructure. The community expects the State to own that land	Coastal breakwalls and foreshore protection, harbours, ports, port facilities, mooring poles
		Water – related infrastructure: e.g., water supply, water conservation, water storage, weir, pump station, sewerage, water towers, effluent pipelines, drainage channels, domestic water supply, artesian bores, irrigation
	In the case of future infrastructure needs, the State should avoid the cost of having to purchase additional land for that infrastructure if possible.	Telecommunications: telecommunication towers, power/transmission lines, communication equipment on water towers, radio huts
		Other infrastructure: Planning State & regional SEPPs and REPs
Land required for State government needs	The land is required for essential public service delivery	Education – school sites
		Health – hospital sites, incinerators, sanitary disposal sites, public health
		Fire and emergency services – Fire brigade sites, rural fire services, bushfire brigade purposes, rescue station, state emergency service
		Transports corridors – State roads, railways, areas identified for fast rail
		Airstrips, airports and aerodromes
		Justice buildings – gaols, prisons, court houses Environmental services - water quality, maintenance of biodiversity, protection against erosion
Land that is part of a regional system or network (e.g. environmental corridors, beaches, rivers, major walking trails)	The land extends beyond local government borders and therefore does not meet the local land criteria	Major walking trails (e.g. CL recreation trails, SEPP lands, Wetlands (e.g., Ramsar wetlands), Native Vegetation Act data layers
		Travelling stock reserves (unless stranded or disconnected)
	The land requires integrated management at a higher level of government	State protected lands
		Rivers – possibly only of a certain size, significance or stream order Terrestrial land adjacent to waterways
	The land is often ecologically sensitive and requires specialised management	

Criterion or characteristic	Underlying principles / rationale	Examples
iconic land, including major sporting venue (whether identified through the NSW heritage list, the NSW Stadia strategy, or by some other method)	<p>The site attracts regional, national or international visitors</p> <p>The site has major historical significance</p> <p>The site is otherwise not suitable for local ownership</p>	Major sporting venues (eg, NSW Stadia Strategy), Major arts venues, sites on the NSW Heritage list, Major museums, galleries, historical or recreational sites (e.g. major parks or botanic gardens)
Land adjacent to beaches, coasts and estuaries	<p>Long standing NSW Government policy that beaches stay in public ownership and control</p> <p>Mitigation of risks associated with sea level rise, coastal erosion, inundation etc</p>	<p>Department of Planning Coastal zone data, OEH definitions and/or data to establish appropriate buffers</p> <p>CL examples include: Public baths, boardwalks, jetties, boatsheds, bathing places, berthing facilities, public wharves</p>
Land within close proximity of the central business zone of cities or towns.	Allows planning for future public needs without government being forced to buy back land for open space, schools, hospitals etc	<p>Land within close proximity to a growing regional area where the government is likely to need to provide land in future for public purposes</p> <p>Areas marked for future land release for residential housing, fast rail, new roads/ motorways or highway expansions, future public housing sites.</p> <p>Areas marked for the future needs of a public authority</p>
Land known to be subject to serious contamination or other significant liability	<p>Contaminated land from past activities is generally the responsibility of the State and the State bears the risk and burden for the land; case-by-case exceptions may exist where councils carry some existing liability for contamination</p> <p>No cost shifting to local government</p>	<p>Listed derelict mines</p> <p>Sites with significant heritage management, asset restoration, improvement or demolition costs; sites with significant ongoing maintenance and management costs</p> <p>Sites subject to significant erosion, subsidence, or frequent inundation</p>

Table 4 Draft local land criteria

Criterion or characteristic	Underlying principle/ rationale	Examples
Land that is providing a public good predominantly for people in the local government area or in adjacent parts of neighbouring local government areas	Local value where not also of significant value outside the area - such as the preservation, promotion or commemoration of local history or heritage	<p>Local heritage sites, war memorials, beautification, preservation of historical sites and buildings, museums, public galleries</p> <p>Cemeteries and crematoria, including extensions, closed cemeteries/ preservation of grave sites, plantations to cemeteries and other landscaping attached to a cemetery, burial grounds</p>
	Environmental protection and/or promotion of environmental values	Preservation of local flora and/or fauna, preservation of bushland, soil conservation, refuge in time of flood, conservation purposes, environmental protection, preservation of trees, forest, promotion of the study and the preservation of native flora and fauna, environmental rehabilitation, botanic gardens, preservation of caves, stranded TSRs

Criterion or characteristic	Underlying principle/ rationale	Examples
Land use that is consistent with the functions of local government	Council operational use	Land that is tenured to the council (by lease or licence) – e.g.: Waste site, building/infrastructure (depending on where and what it is), depot, gravel pit, sand/gravel extraction, municipal storage, sanitary purposes, public pounds
	Provision of open space for community activities and/or enjoyment	Playgrounds, public parks, sports fields, community gardens, landscaping, recreation, tennis courts, cricket grounds, racecourses, showgrounds, public camping, commons, bike tracks, horseriding areas
	Promotion or facilitation of tourism within local area	Tourist facilities and services, tourist/visitor information centres
	Provision of local roads	Roads, rest areas, scenic lookouts and roadside rest facilities
	Provision of local childcare	Where tenured to council - Kindergartens, long day care centres, preschools, childcare centres
Land that is managed as a community asset by local government or some other body	Facilities made available for community activities	Swimming pools, community halls, schools of arts, libraries, literary institutes, mechanics institutes, scouts/guides halls, PCYCs, club houses, recreation, charitable organisations, site for public buildings, senior citizens halls, youth centres, entertainment venues
	Facilities used for local government service delivery purposes	Council chamber sites, town hall sites

Tweed Shire Council's Response to Supplementary Questions

Questions for all Councils

1. With regards to Plans of Management can you provide the following information:

(a) Do Plans of Management provide the best mechanism for the management of crown land?

An overarching Plan of Management ("PoM") (over a number of land parcels across a Local Government Area ("LGA")) will establish the objectives and mechanisms for management.

More detailed operational/precinct plans may then be required, particularly for high use areas and areas of potential conflict. These can then be more responsive and flexible to emerging issues (within the parameters set by the PoM).

Councils bear the cost of preparation, public consultation and implementation of PoMs which impacts on the funding available for the management of crown land, notwithstanding that such management is budgeted within the annual budget. Essentially, the funds directed to these actions emanate from a Council's budget without funds being supplemented or provided from the Crown.

(b) What crown land is best served by the development of a Plan of Management?

As noted above, a PoM could be an overarching response relating to many parcels of lands of similar management intent (which may be spatially separated). Of highest priority are areas of high use and where there may be potential for user conflict or where areas are of high environmental/social/cultural sensitivity.

A framework for the development of PoMs for community land is prescribed in the *Local Government Act 1993* (LG Act). The LG Act allows for generic plans to cover those areas that have generally the same use and management framework. It would streamline the process for Local Government if crown lands could simply be included in these generic PoMs instead of recreating a parallel set of management plans. There is an opportunity with the current review of crown lands legislation and the local government legislation to generate the opportunity to streamline the PoM process so that it can include both LG and crown land. Currently, section 37 of the LG Act indicates that only land owned by Council is to be included in a community land PoM.

(c) What crown land does not need a mechanism such as a Plan of Management?

All crown land should be subject to a management framework. These need not be highly complex documents, more detailed operational/precinct plans are being used where greater pressures exist.

(d) What is the best consultation period for developing Plans of Management?

28 days (in accordance with most other legislative consultation requirements) for a relatively simple PoM, longer for areas with higher usage, greater potential for conflict, and where there are higher social and environmental values.

(e) What are the best consultation methods for developing Plans of Management?

A variety of consultation methods are available and should be used, again dependent on the complexity of the plan/s.

Advertising in a local newspaper is no longer considered adequate, particularly in a region such as Tweed where no one newspaper covers the LGA adequately.

Local Government now employ a diverse range of consultation methods including, but not limited to, website, social media, face to face briefings, visits to interest group meetings and newsletters.

(f) What are the best mechanisms to appeal a Plan of Management?

A formal review process should be committed to, the timing of this is dependent on the complexity of uses of the land.

(g) What are the best mechanisms to amend a Plan of Management?

Dependent on the extent of changes, consultation and re-exhibition of the PoM may be required.

(h) Do you have suggested improvements for the development of Plans of Management?

That Crown Lands are given the opportunities to work more collaboratively with Local Government to develop plans and/or provide adequate funds for Councils to develop plans.

(i) Is there a better way to manage the crown's asset?

Devolution of some areas/assets to Local Government is acceptable with corresponding funding - either provided directly or through enabling profit generating activities and/or user-pay fees.

(j) What community consultation should take place prior to the sale of any crown land parcel?

Adequate notification to enable input and comment on proposals, as noted at (d), such periods to reflect the complexity of the issues to be considered. It is also recommended that such consultation includes discussion relating to potential beneficial uses for profit.

2. How do you ensure local indigenous communities are consulted during the development of a Plan of Management?

Consultation with Local Land Councils, Local Government Advisory Committees and where specific issues have been identified, direct consultation with stakeholders occur to as part of the development of a PoM over crown land.

3. How do you identify and protect sites with indigenous importance on Crown Land?

Respectful consultation with Local Land Councils and other indigenous stakeholders as part of ongoing management of crown land. Confidential mapping of important indigenous sites is held in-house and referred to, when necessary, together with AHIMs searches to identify and protect any significant sites or items of aboriginal heritage.