# INQUIRY INTO WAMBELONG FIRE

Name: Mr Lawrence B Dawson

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# SUBMISSION TO GENERAL PURPOSE STANDING COMMITTEE NO 5

**RE: INQUIRY INTO THE WAMBELONG FIRE** 

From

**LAWRENCE B DAWSON** 



Blazeaid operated for seven months with over 600 volunteers assisting property owners replace and repair fences and infrastructure damaged as a direct result of this fire.

As the volunteer coordinator of this effort I personally witnessed NPWS staff in their negotiations with individual property owners. I also spent many hours with aggrieved owners as they expressed their anger and frustration at the high handed and impractical approach of NPWS staff to the issues causing concern.

On 2/4/2013 I wrote a paper (copy attached) detailing some of the issues causing concern. This was sent to the head of NWPS, MS Ann King, who, during a telephone call on Friday 5<sup>th</sup> April 2013 acknowledged the issues and expressed a willingness to address the deficiencies where possible.

My feeling at the time was that I was being "snowed" and that very little would be done or changed.

Now, 6 months later, the need for fencing repair/replacement has not diminished. Of some 46 properties with boundaries common with NPWS, only 14 have agreed with the conditions offered by NPWS and signed the agreement document.

Surely this indicates the level of dissatisfaction with the conditions demanded. Most of those who have signed did so under duress in a desperate effort to stay financially viable.

This approach to NPWS was supported by Magistrate, Mr Stephen Jackson, who wrote a supporting letter and arranged an interview with the Minister for Environment and National Parks, Ms Robin Parker. A copy of extracts from his submission is attached.

This meeting resulted in the Minister agreeing that a 6 metre clearance was inadequate and that a 10 metre clearance was to be allowed, and little else.

Note in his submission Stephen Jackson notes that the reputation of NPWS had suffered and community attitudes had "hardened" toward them.

I have personally heard comments such as this of a NPWS staff member:

"If I see him in the street I will punch his head in."

Another:

"The bastards cause me all this grief and now treat me like a serf."

And:

"It was their fire, their responsibility, but I carry the loss with no redress possible – it is simply not fair!"

Also:

"How can I trust the government when it loads the dice against me in my attempts to get a fair and just outcome for my loss?"

I believe a case can be made to cause NPWS to accept liability for, and meet the full cost of, replacing boundary fences destroyed by the fire. This is justified by an analysis of their own policy documents. Details are attached.

The salient points from this document are:

- 1. (para. 18) It is mostly in NPWS interest, and at their demand that a fence is built.
- (para. 26 and 27) This details the legal liability of NPWS to maintain a 6 metre clearance from the fence or be liable for the 100% cost (labour and materials) of replacing it if the fire comes from their property.

As a landowner bitterly remarked: "If the fire had have come from my side of the fence the NPWS high priced lawyers would have screwed me for every cent using this clause and the fact that I had signed a document admitting liability to maintain the fence."

Para 45 makes an interesting demand that the fence is to be animal proof. No definition of "animal" is offered.

The question arises as to which animals? A fence that contains cattle and sheep from straying into NPWS areas provides little impediment to feral goats, pigs and kangaroos that find a haven in NPWS areas. Why, when such NPWS "stock" destroy fences getting to the land holders water and feed, should he then be held responsible for the fence maintenance? Will he be allowed to shoot, trap or poison on NPWS land to remove the cause of the liability he has no control over? Good luck with that proposal! NPWS staff are paranoid about farmers stock straying into park areas but express no concern or liability for damage caused by their feral animals invading rural lands.

It is unconscionable, particularly for a government, to hold a private citizen responsible for something he has no control over.

Some extracts from the Warrumbungle National Park Plan of Management are attached.

By any plain analysis of this document it is obvious that the NPWS management have completely failed to achieve their objectives and should be able to be found to be derelict in their duty of care.

Their abject failure directly resulted in great hardship and loss that has ongoing consequences affecting the emotional and financial stability of many struggling families. Family relationships have broken down and are continuing to disintegrate as a direct result of stress and as yet to be diagnosed PTSD.

The sad reality is that much of this angst and stress could have been avoided if the Canobolas Model Plan had have been taken seriously and implemented starting in 2006.

See the attached article from the winter 2013 edition of "The Volunteer Fire Fighter" magazine.

Note the status of the signatories – RFS Commissioner Phil Koperberg and NPWS Dr. Tony Fleming.

These are men of intellect, experience and common sense as opposed to the academic bureaucrats who currently dictate policy.

Note also the clearance agreed upon was 60 metres either side of the boundary fence, the first 20 metres being totally cleared and graded.

Senior NPWS staff, when questioned on this, profess to have no knowledge of the agreement.

Who has buried this and why??

Lawrence B Dawson

15 Jan 2014

#### ISSUES THAT ARE CAUSING CONCERN

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- · Clearance of vegetation from fence lines
- · Time allowed to erect fence
- · Landholder loses directly attributable to parks fire
- General situation where individuals rights and legal protection are diminished by a heavy handed exercise of government power and authority

The Undertaking to Erect Fence document, when signed, places the landholder in a position where he is legally bound to be responsible for the maintenance of a condition that he has no authority to prevent from occurring. That is the clearance distance of trees from the fence line is such that the vast majority of adjacent trees are much higher than the allowed clearance width and if, and when, they fall will inevitably damage the fence.

- 1. This is a morally unfair and unequal situation which no government should impose on its citizens. It is morally indefensible.
- 2. It has been put to me by local Park's management that they do not have the resources to maintain a 4 metre clearance let alone a 6 or 10 metre one. For any clearance to be effective for any period of time, subsequent regrowth needs to be removed. What procedure, if any, do Parks have to maintain the viability of the clearance?
- 3. Item 2 of the Schedule uses the terminology "if required NPWS authorises (in bold) the clearing to a maximum of 6 metres.....". Who determines "if it is required"? And what are the criteria for the determination? It further states that "Individual trees further than 6 metres may be removed if they are likely to fall on the fence" surely every tree of a height greater than the distance from the fence line has the potential to fall across the fence. And how is it to be removed?
- 4. If by plant equipment then a push dozer has to get behind it, (thereby intruding a further 10 metres into the parks environment) to push it over. If it is to be pushed along the line of the fence it still has to be cleared from behind. If individual trees are to be felled by saw, then the labour cost and time requirement if prohibitive. These types of practical issues appear to be irrelevant to the drafters of this document. They do however ring alarm bells with experienced landholders. Parks are demanding they agree to something that landholders know will bind them to impractical conditions.
- 5. The impracticability of plant equipment such as a bulldozer clearing 6 metres without getting behind the spoil to windrow it ought to be self evident, let alone the sheer impossibility of clearing 4 metres.
- 6. The windrow of vegetation placed on the landholders side of the fence, will in later years constitute a fire hazard. With a possible lighting strike this could be the cause of a fire entering the park. The land holder would now be held responsible and parks are indemnified. How fair is that?
- 7. The document is completely one sided on the parks favour. For instance, everywhere possible actions required by the landholder are specified in detail.
- Three months or six months
- Six metre clearance
- Detail of fence construction

8. However in the Schedule item 4, the vague terminology "will contribute" is used when referring to a Parks action. Does this mean \$1 or how much? What % is the landholder expected to contribute? Why not state, "Will meet the cost of" if that is your intention?

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- The emphasis is on what Parks demand of the landholder e.g. Item 2 of the Schedule states spoil "MUST" (your emphasis in capitals!) be stock piled in a windrow on the landholder's side of the fence.
- 10. This is parks vegetation that is forced on to the responsibility of the landholder. Where is the equity or justice in type of demand? Item 5 of the Schedule states the fence to be maintained so as to keep stock out of the park, for most landholders the issues is one of keeping your fauna from ravaging their pasture and grain crops. The damages and losses from stock in the park pale into insignificance compared with the losses the landholder suffers from mobs of kangaroos beating against the fences in an effort to get to water and fodder on the farm property.
- 11. As a matter of policy you have filled in and fenced off existing dams in the park areas, as a control measure to the limit the kangaroo population but you haven't told the kangaroos they shouldn't access the landholder's dams!
- 12. Since there is a strong likelihood of damage to the fence being cause by parks activity for example (kangaroos and falling trees) it would be more equitable if parks agreed to maintain the fence, or at the very minimum make it a shared responsibility.
- 13. When questioning stipulations being made by park management the stock answer is that it is "policy". The question then arises who has the authority to set this policy. At what level is it determined? And who has the legislative authority to determine that is contrary to the legislation? For example: apparently an environmental impact study and statement is required before clearing any park areas. This is apparently being waved in this instance from 4metres to 6 metres, why not 10 metres? Landholders are frustrated when dealing with parks management by their inability to deal directly with decision makers rather than policy deliverers.
- 14. The document contains a condition requiring the landholder to agree to a binding condition that the fence must be erected and completed within 90 days (now 180 days in some instances) The landholders situation is that after 10 years of drought, they are simply not in a financial position to afford \$2-3,000 dollars per kilometre for professional labour to erect the fence. Most cannot spare the time nor do they have the resources to do the job themselves. Consequently they are loath to commit to a condition they cannot meet. Their only viable alternative is to use the volunteer resources of Blazeaid or other like voluntary helpers. They know Blazeaid is only going to be working in this district for a further four to six weeks. For those who have already agreed to the conditions they have done so under duress. Knowing they had to get Blazeaid help now or lose the opportunity. Their property's where simply not commercially viable unless immediate corrective action was taken to contain stock. It was a simple case of agree or go under financially.
- 15. Blazeaid's charter is to assist property owners to restore their infrastructure and get back operating as soon as possible. We do not exist to absolve government authorities of their moral and legal responsibilities.
- 16. In situation where fires are found to have been caused by private individuals or corporations (e.g. electricity supply companies) they can, and are, held liable for the loss that occurs.

- 17. But under the Rural Fires Act section 128 Parks are apparently indemnified from any liability for damage caused by their actions. (With the proviso that the action is taken in good faith and not as a result of negligence) The average citizen finds this to be an unfair and morally wrong use of legislative power to remove what ought to be a common right of a free citizen in a free country to seek redress.
- 18. They resent this imposition on their liberty and freedom to seek redress.
- 19. It is a widely held belief that the cost of the materials supplied by Parks is covered by a Park's insurance policy payout. Assuming this is correct, who determined only the material costs would be covered and why is it so? Since the control of the fire was the Park's responsibility why is the landholder being held responsible for half of the cost of replacing an existing fence? Does the definition of" maintenance of the fence" include covering the cost of damage directly caused by a controllable Parks fire? Does it require a class action and a legal proceeding against his government for an individual to get justice? It makes a mockery of the concept of government of the people, for the people, and by the people. The individual commonly sees the public servants now acting as public masters rather than serving the peoples interests without normal redress to common law.
- 20. It is obvious in the drafting of this document there has been no legal input to present a landholders rights or point of view. This is a cause of resentment and frustration.
- 21. The landholder's complaint is that all their loss was caused by a fire not of their making or control. It came out of the park. They rightly question park management for causing their very difficult current situation. Many have lost a significant number of very valuable breeding stock, farm plant machinery and infrastructure, not to mention their own housing, and are mostly underinsured. To date we have only found one property that had any fencing insurance. They have not been able to keep up rising insurance costs on a diminishing income due to drought and rising costs. (State Government Fire Service Levy alone has gone up 38% on farm buildings and Stamp Duty 80%)
- 22. Subsequent to disastrous situations such as this fire event, the mental health of the district is fragile to say the least. Blazeaid exists to restore infrastructure to minimise this impact. The onerous procedures and policies of Parks management are having a negative influence on individual's mental health. Also Park's staffs are under unnecessary stress and pressure caused by dealing with clients that are very unhappy and desperate with the situation they find themselves in that is not of their making.

Lawrence B Dawson

As you are aware, in January this year disastrous fires engulfed the Coonabarabran region including the Warrumbungle National Park and surrounding properties. Many fences as well as houses, sheds, farming equipment and livestock were destroyed. Soon afterwards, heavy rains caused flooding and massive erosion of denuded lands with consequential burial of destroyed fencing. Before fences could be re-established, it was necessary to remove burnt and mangled wire much of which was buried as a result of the wash of soil with the flooding. As a result of the extreme conditions the organization called Blazeaid became involved in assisting affected landowners and occupiers to recover. I spent 8 days during February assisting with this work, essentially removing affected fencing from various properties along Morrissey's Road, and 6 days during March re-erecting fencing on the Watts property "Timor Vale" off Timor Road. During these periods I camped with others at Coonabarabran Showground where the Blazeaid base had been established.

William Francisco, ......

During my first period at Coonabarabran I became aware of substantial disquiet on the part of landholders at many of the policies and attitudes being adopted by the National Parks and Wildlife Service. Many of the properties on which I worked bordered on parts of the National Park, and thus shared common boundaries with the Park. Perhaps the greatest complaint was that the area along common fence lines that could be cleared on the Park side was extremely narrow, with the possible consequence that within a short time after a new fence was erected, trees or branches would fall over the new fence either destroying it or requiring substantial time, effort and cost to renovate or restore it. And this time, effort and cost would fall on the landholder as National Parks does not have the personnel available to assist.

Between my first and second visits, the Blazeaid Co-ordinator at Coonabarabran, Mr. Laurie Dawson, prepared a paper setting out many concerns of landholders about National Parks policies and directives. I understand the original was forwarded to the Director of the National Parks and Wildlife Service. I do not know whether the document has been brought to your attention, but if it has not, then I suggest it should have been as it relates not only to National Parks operations, but also to National Parks policies. With Mr. Dawson's permission, I attach a scanned copy of that document.

While the whole of the document is relevant, the matters I wish to raise with you are contained in paragraphs 9, 12 to 14 inclusive, and paragraph 21.

So far as paragraph 9 is concerned, I have not seen the Undertaking to Erect Fence document and can only accept that Item 2 of the Schedule is as noted in Mr. Dawson's paper. As a landholder, I certainly would object to *all* the spoil being heaped on my land, while National Parks land is left clean. National Parks tries to put itself forward as a good neighbour – this directive or policy shows that the organization is totally one-sided in its approach, and is anything but a good neighbour.

As you are no doubt aware, the normal requirement for contributions to fencing, whether for initial erection or for maintenance, is a 50/50 arrangement. Paragraph 12 makes comment on this issue. Contributions to the costs of fencing really become a policy matter as it is one thing to establish a national park, and another to properly maintain it and its enclosures. If a person obtains a benefit, then there is usually a responsibility which follows. In this case the public acquires the benefit of a National Park, and the consequent responsibility of the establishing authority managing it on behalf of the public should at least be to make an equitable contribution to the costs of erection of enclosing fencing if required and then the maintenance of that fencing.

Paragraph 13 refers to the stock answer that something is "policy". If this be so, then there should be a policy document available for the public to see. Perhaps there is, but I for one am not aware of any such document or where it might be found if it exists. A Google search has failed to assist.

The reference to duress in paragraph 14 is worrying. If duress could be proved to have existed resulting in a person entering an agreement unwillingly, then of course any agreement made under duress would be void. National Parks' reputation in the community is not very high even at the moment – to have many agreements set aside because of a duress factor would not assist in improving its public image. Unfortunately the comments about commercial viability of the operations of many landholders at the end of that paragraph have to be accepted as being true.

What is essentially the summary contained in paragraph 21 is fair comment, although the comment that landholders "question park management for causing their very difficult current situation" could perhaps have been better expressed. It seems to me that it is National Parks' attitude to restoration and contribution to materials that is causing the situation, rather than National Parks being the cause of the fire itself. Again, however, the lack of National Parks personnel is a concern.

To take my last comment one step further, I would advise that recently I was presented with a 35 year long-service medal for my contributions to the Rural Fire Service. During that time I have seen the number of personnel employed in National Parks diminish. It seems always to have been the case that when a fire occurs in a National Park, it is the Rural Fire Service which gets called in to control it, and in many cases suppression methods that would be used in other circumstances, such as clearing and backburning, are not permitted within a National Park. If this is National Parks policy then it needs to change. Volunteers from other services are not going to risk their lives and equipment because they are unable within National Parks to use tried and proven suppression methods employed elsewhere.

When I returned to the Coonabarabran area in March to further assist Blazeaid, the community was much more accepting of that organisation's assistance, but if anything the community's attitude to National Parks seemed to have hardened in that National Parks was perceived as being very difficult to deal with and my assessment was that its reputation had further suffered.

I believe a case can be made to cause NPWS to accept liability for, and meet the full cost of, replacement boundary fencing destroyed by the Warrumbungle fire event.

This is justified by an analysis of their own policy document.

http://www.environment.nsw.gov.au/resources/parks/BoundaryFencingPolicyJan05.pdf

## Fence construction proposal of unilateral benefit or interest

- 18. Where it is in the sole interest of one party (the Department or neighbour to erect a fence, or where either party prefers to construct a fence unilaterally, the whole cost of fencing materials and construction will be met by that party.)
- 26. When assessing the degree of clearing to be undertaken, staff should be aware of potential liability under section 76 of the Rural Fires Act 1997. (RFA). Section 76 establishes legal liability in the event that a fence is damaged by a fire, and that fire is caused by a failure to clear all combustible material for a distance of 6 metres from the fence
- 27. However, it is important to stress that section 76 of the RFA does not mean that the Department is required to clear all combustible material for a distance of 6 metres from a boundary fence. Rather, it provides that if either party chooses not to maintain a 6 metre clearance on their side of the fence, the party which does not maintain the clearance may be liable for the cost of replacing the fence if the lack of such a clearance causes a fire, which in turn damages or destroys a fence.
- 45. Fences should be maintained to a level that enables them to fulfil the purpose for which they were built. Minimum requirements for fence maintenance are:

regular inspections to ensure that the fence remains animal proof. Frequency of inspections will depend upon the type of fence and purpose for which it was built;

and regular suppression of combustible material and tree and shrub regrowth along the fence line clearing, taking into consideration the purpose of the clearing, the width required to meet that purpose and as determined by risk management assessment

- 78. Regional Managers may also authorise, in writing, the removal of trees or branches in the park outside the set boundary clearing, where they are likely to fall and damage the fence. Staff may wish to refer to the Guidelines for Tree Assessment and Maintenance to determine a trees hazard rating.
- 80. Timber resulting from clearing on the park remains the property of the Department and Regional Managers may, when appropriate, require that such timber be retained for use in the park. Where the timber is surplus to the Departments needs, it may be disposed of with the written consent of the Regional Manager: for example, for use during fence construction

Comments.

Rural Fires Act 1997 Section 76 establishes liability for boundary fence repair or replacement in the event of fire. Amendments arising from the Fires and Environmental Assessment Act 2002 resulted in the repeal of clause 76(6), which had excluded public authorities (including the Department) from the operation of s.76. The Department is now subject to those provisions. Specifically, section 76 provides that:

An adjoining owner who has cleared land on the adjoining owner's side of a dividing fence of all combustible matter for a distance of 6 metres from the fence may, by notice in writing, require the adjoining owner on the other side of the fence to repair or restore the dividing fence if it is damaged or destroyed by a bush fire caused by the failure of the other adjoining owner to clear the adjoining owner's side of the fence of all combustible matter for the same distance.

Combustible material is defined in the Rural Fires Act 1997 as:

- (1) any matter or substance capable of ignition by the application of heat, fire, flame or sparks or spontaneously; and
- (2) any matter or substance prescribed by the regulations as combustible matter.

The land owner upon whom a notice is served may be liable for up to 100% of the cost of replacing or repairing the damaged fence.

It is important to note that section 76

DOES NOT ESTABLISH A REQUIREMENT TO MAINTAIN A 6 METRE CLEARANCE. It merely establishes a liability in the event that a fence is damaged and a 6 metre clearance has not been maintained

# Warrumbungle National park Plan of Management

http://www.environment.nsw.gov.au/resources/planmanagement/final/20120967WarrumbungleN PFinal.pdf

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### .4 SPECIFIC MANAGEMENT DIRECTIONS

In addition to the general principles for the management of national parks (refer Section 2.2), the following specific management directions apply to the management of Warrumbungle National Park.

On-going fire management so that people and property are protected from wildfire, biodiversity values are maintained and the other objectives of this plan are achieved

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#### 4.2 FIRE

The primary fire management objectives of the NPWS are to protect life and property and community assets from the adverse impacts of fire,

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4.1.6 Assess existing boundary fencing and where required provide assistance under the terms of the NPWS boundary fencing policy to ensure effective fencing is in place.

Medium

Fire

4.2.1 Implement the Warrumbungle National Park Fire Management Strategy. Regularly review and update the strategy.

4.2.2 Continue to participate in the Castlereagh and North West Bush Fire Management Committees. Maintain cooperative arrangements with local Rural Fire Service brigades and fire control officers, and other fire authorities, the Siding Spring Observatory and surrounding landowners in regard to fuel management and fire suppression High

4.2.3 Manage fire in the park to protect assets and biodiversity in accordance with the fire regimes/thresholds identified in the fire management strategy

# My comment!

It is self evident that management have failed to implement the plan sufficient to achieve the stated objective.

# Canobolas Model - Where is it?

Back in 2006 both RFS Commissioner Phil Koperberg and NPWS Dr Tony Fleming agreed to accept the Canobolas Model. This entailed RFS David Hoadley and NPWS Alex Green being seconded to work on developing the model, working with the rural community holding some 80 'gum tree' meetings involving those affected.

Before we start to explain the plan itself we have to recognise and understand that to actually get this model considered by those in power, the RFS members who make up the VFFA, dug their heels in. We realised the dangers and implications across the board of the lack of management processes in regards to wildfire and its suppression within National Parks and public land. That is why we refused to enter such potentially dangerous fire grounds

without a change to the pro-active management processes in place at the time. The VFFA team finally got the ear of both the RFS and the NPWS and they, realising the position they were now in, delegated two of their members to liaise with us. They took on board our demands and laid out criteria necessary for the basis of the Canobolas Model. Alex Green from National Parks, now Vic Parks in Victoria and David Hoadley, Zone Manager of Canobolas RFS Orange then worked studiously with us to get what is now know as the Canobolas Plan. There where something like 80 'Gum Tree' type meetings with the community and volunteer fire fighters around the area. We owe a big thank you to both Alex and David for driving this plan and making it into reality.

The VFFA met with Dr Fleming in 2006 and out of that discussion Dr Fleming stated he would incorporate some 360 National Parks and Reserves into that model.

That very same year both the RFS and NPWS signed off on the Canobolas Model in Sydney.

From what we are aware of the RFS and NPWS have agreed to the Canobolas Model but we are still waiting to see it implemented across the State.

### The Question

After the past fire season, when catastrophic fires ravaged our National Parks, where the hell is it?

There is no sign of it anywhere that we know of.

RFS Commissioner Shane Fitzsimmons at the State Independer Hazard Reduction Audit Panel meeting in Orange November 2012 said he didn't know anything about it despite being asked three times about this model.

In February this year RFS Deputy Commissioner Robin Rogers said on ABC radio interview that the Canobolas Model was split up into the Bush Fire Risk Management Plan, if this is the case where the hell is it?

Well, the VFFA is saying to you Deputy Commissioner do you or don't you want this plan to be implemented to cover NPWS, Crown Lands and Private Lands? It seems that the model has been broken up and buried so that it's no longer effective. We believe this is what has happened because we are having problems finding where this model is being used anywhere Deputy Commissioner!

At a recent Captains' meeting the President of the VFFA was invited to attend. It focused on the Warrumbungle National Park fires. The question was asked: how long would these fires have run had the Canobolas Model been implemented?

The grass-roots Captains said that the blazes would have been contained within two days. What does that tell you?

### "The Canobolas Plan"

#### What is it?

I'm sure most readers have heard of it but very few have actually read the document or understand how or where it came from or what it stands for. For this reason we decided to publish the document for everyone to read and appreciate its common sense approach to fire fighting and mitigation. We are sure most readers will appreciate the experienced fire fighters approach and common sense entrenched in the Canobolas Plan, which evolved from RFS and NPWS and with a lot of community input. We felt at the time that for the first time we had been listened to and something positive would be the result.

#### WRONG AGAIN.

re plan was implemented into the Goobang Park and worked fine for a while. It has now been allowed to slip into obscurity. The only reason we can see for the non-implementation of the scheme after it was agreed to, was the fact that it was not the brain child of someone from RFS Head Office: it made too much common sense to bureaucrats who felt challenged by the input of those at the bottom of the ladder.

### What is the Canobolas Model?

From the Volunteer Fire Fighters view, it's about an all-over bushfire plan that covers the problems associated with fire risk management in National Parks & Public and Private Lands.

The key objectives of the Canobolas Model are:

 Protection of Life, Property and Community assets from the adverse impact of fire.

To utilise ecologically sustainable development principles in managing fire in the landscape.

### Scope of the plan:

- 1. Identifies level of RISK across the zone.
- Puts in place strategies, which can and will be implemented to manage the risk identified across the zone. All agencies are to be involved with the development of the plan and whilst every area may have their own burn plan; they recognise the BIG PICTURE and how it fits together – in fact they assist with the implementation of preventive works.

### Canobolas Model

- Fire Trails Boundary trails to be 60m wide each side of a boundary fence – first 20m to be graded, next 20m to be cleared of all timber which can be grassed up. Next 20m to be clear of all trees because of the risk of amber attack and spot overs.
- 2. Internal Fire Trails 2x4x2 Trails, which means 4m of graded trail, 2m either side to be clear of timber or heavy scrub so that brigade trucks can pass or overtake one another.
- 3. Turning Bays every 250/500m so that in the event of an emergency, fire crews can escape and thus be able to turn around and leave the area easily.
- Hazard Reduction Burns —to be carried out in a period of time that is identified by the BFMC and the Group Captains, Captains and Local Brigades.

This is all about reducing the fuel loading in National Parks and on Private Land. Fuel loadings are to be identified by conducting studies in the field and relaying back data to be mapped and prioritised. Once this has been done, controlled burns should be done in a Mosaic pattern, as suggested below:

**Burning Periods:** 1-4 yrs hazard burn /cool burn, this would be done in high fuel loaded country. Burning at the right time would cause little damage to the environment and result in a good outcome for all.

- 10-15yrs; slightly less fuel loaded country.
- 15-25yrs; areas identified by mapping.
- 25-30yrs; less fuel loaded country.
- 30-40yrs; fairly sparse country.
- 5. National Parks or other Areas Cut into sections so that in the event of fire breaking out, we the Fire Fighters have a chance to contain the fire in that area, with whatever action is required. eg. back burning.
- Water in National Parks Water storage in Parks is essential
  for fire fighting brigade trucks. A quick turnaround is required
  for filling trucks e.g. 45 minutes. If a Fire truck is empty, it is
  out of action and the quicker it is back at the fire scene the
  better.

This we believe would give us, the fire fighters, a fair chance in controlling major fires in these Public Lands with commonsense outcomes and major cost savings to NSW.