

11.4 COMMUNITY GARDEN - SHEATHER ROAD KHANCOBAN - ATTACHMENTS

1. DRAFT Temporary Licence Agreement between Snowy Valleys Council and the Khancoban United Volunteers Association Inc (KUVA)

Attachment 1 - DRAFT Temporary Licence Agreement - Community Gardens - Khancoban United Volunteers Association Inc

Temporary Licence Agreement

Community Land - General

The Licensor and Licensee have agreed that the Licensor will grant the Licensee a licence to use the Licensed Area on the Land for the Permitted Use during the Term, subject to the conditions and other information described in the attached Schedules.

Licensor	
Organisation Name:	Snowy Valleys Council
Contact Person:	Cheryl Klein
Address:	76 Capper Street, Tumut
Phone:	13600 275 782
Email:	Info@svc.nsw.gov.au
Licensee	
Organisation/Licensee Name:	Khancoban United Volunteers Association Inc - Community Garden Group
ABN:	172 62 029 695
Contact Person:	Narelle Perry
Address:	Shop 6 Khanconban s/c Mitchell Avenue Khancoban NSW 2642
Phone:	0402 020 343
Email:	Khancoban.ctc@bigpond.com
Land	
Park Name(s):	- None registered
Council owned Community Land:	Lot 1 DP 877188
Road Reserve:	Road name: Sheather Road
Licensed Area	
Land known as the playground as identified in Schedule 3.	
Term	
Commencement Date	xx/xx/2024
End Date	xx/xx/2025 (with four x 12 months options to renew)
Permitted Use and Frequency	
Community garden and associated structures and activities	
Licence Fee	
Bond	
Nil	
Insurance	
Insurer:	
Policy:	
Amount of Coverage:	
Expiry Date:	

Signed on behalf of:

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Snowy Valleys Council
Director of Infrastructure and Works

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Schedule 1: Special Conditions

KUVA Community Garden

General Condition

Approval for this licence is based on the information provided within the application. This licence will not cover any additional activities that have not been specified on the application, or where the information provided does not fully disclose the intended use. Any change to the licensed area or proposed number and size of structures within the licensed area must have prior approval from the Licensor.

The Licensee shall be responsible for on-site management and maintenance of the site and must respond to any amenity complaint raised, by implementing mitigation measures when required.

Term

The term of the licence is 12 months. There are four options to renew the licence, for 12 months on each renewal occasion. The licence can be renewed at the sole discretion of Council.

This means, should the licensee wish to keep operating past the end of the licence term (i.e 12 months), Council is able to extend the licence in 12 monthly increments, up to a maximum of 5 years in total. Licence conditions may be revised but not substantially amended for any extension of the licence.

Structures

The Licence allows for the installation and erection of structures including rainwater tanks, garden beds, one garden shed and one community notice sign as indicated in the application site map.

However, arches or arbours cannot be erected above public walkways or pathways or in a manner that poses a risk to public safety or that may impede emergency vehicle access.

Any structures (garden beds, garden sheds, landscaping structures and the like) are to comply with development standards for exempt development in accordance with the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* (as amended from time to time).

Exempt development standards include that relevant sections of the Building Code of Australia must be complied with, it must be installed in accordance with the manufacturer's specifications and it must not involve the removal or pruning of a tree that requires a permit/approval or development consent. The following standards also apply to specific structures listed in the application:

Rainwater tanks (above ground)

- Cannot have capacity greater than 10,000L
- If the height is greater than 1.8m, it must be located at least 450mm from each Lot boundary
- Must be fitted with a screened rain head designed to ensure self-cleaning and prevent lead litter from entering the tank
- Must have overflow connected to an existing stormwater drainage system that does not discharge to neighbouring properties or cause nuisance to adjoining owners
- Must have a sign affixed that shows the water in the tank is rainwater
- Any pumps attached must be housed in a sound-proofed enclosure
- Be constructed or installed with inlets and outlets designed to prevent mosquito breeding

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Garden shed/ferneries/cabanas

- Floor area must not be more than 20m²
- Cannot be higher than 3metres above the ground
- Must be located at least 900mm from the Lot boundary
- Cannot be a shipping container
- Must not be more than 2 per Lot

Landscaping structures (including a garden arch)

- Cannot be higher than 2.1metres
- Cannot be wider than 1.5metres
- Must be located at least 900mm from the Lot boundary
- Not comprise masonry construction higher than 1 m from ground level.

Any furniture (benches, tables, etc) installed are to be in accordance with Council's standard specifications and suite of furniture.

No fencing is to be erected on the site.

Prior to installing or erecting any structures, plans and specifications are to be submitted to Council for prior approval. Following installation, the Licensee is to notify Council so an inspection can take place and relevant structures registered on Council's database.

Condition of site

The licensed area and any associated structures is to be maintained by the licensee.

Any fill or loose soil on site is to have appropriate sediment and erosion control installed and be covered as appropriate to prevent dust or sediment being transported from the site.

Should the community garden no longer be operated, the structures and items will be dealt with as outlined in the 'Exit Strategy' section of the site management plan dated xxxx2023.

Access

Limited vehicle access to the site is permitted. Vehicles should only enter the site when loading and unloading as required. All other times, no parking on the nature strip permitted, vehicles are to be parked on the road reserve.

Toilets

There are no toilet facilities on the premises.

Noise

The Licensee must ensure that use of the grounds does not cause annoyance to the surrounding neighbourhood by emission of noise from gardening activities (e.g. tools and equipment), events and gatherings, or by rowdy behaviour or any anti- social behaviour by any person attending the garden in association with the Licensee. Any amplified music or public address system shall be directed and operated at a volume to minimise any impact on the amenity of the area or any residential premises.

Food

No food shall be sold unless such food vendors comply with the NSW Food Authority's *Food Handling Guidelines for Temporary Events*, and the *NSW Food Act, 2003*. All such vendors

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should be registered with Council. If not they must contact Council's Building and Environmental Health Unit on 1300 275 782

Events

Any events or activities proposed that involve non-members and include the general public require an event application to council and will be assessed against Council's Events policy.

Parking

The licensee is to ensure no car parking occurs in grassed parkland areas or on nature strips. Any damage to the parkland or public assets that occurs as a result of vehicles in the area or the event will be rectified at the licensee's expense.

Infrastructure

Any temporary structure is to be erected on a surface that is sufficiently firm and level to sustain the structure while in use and be able to resist loads determined by the following Australian and New Zealand Standards

- AS/NZS 1170.0:2002, *Structural design actions, Part 0: General Principles*,
- AS/NZS 1170.1:2002, *Structural design actions, Part 1: Permanent, imposed and other actions*,
- AS/NZS 1170.2:2011, *Structural design actions, Part 2: Wind actions*

Where applicable, any tents or shade structures are to be tethered with weights as opposed to pegs or stakes. If pegs or stakes are required due to the size of the structure then pegs or stakes should be inserted no more than 250mm into the ground.

Fireworks

Fireworks are not approved with this licence.

Amusement devices

There are no amusement devices associated with this licence.

Bond

There is no bond associate with this licence.

Waste Management

The Licensee agrees to keep the Licensed Area clean and tidy, and agrees to collect and remove all papers and other rubbish.

It is the Licensee's responsibility to minimise waste going to landfills by implementing a three bin system for the event that includes recycling, food and landfill separation. To avoid single-use plastic waste, ensure all vendors adhere to the [Plastic Reduction and Circular Economy Act 2021](https://dpe.mysocialpinpoint.com.au/plastics-ban-nsw). The Act currently bans certain single-use plastics. For more information visit <https://dpe.mysocialpinpoint.com.au/plastics-ban-nsw>

Access to Power

All electrical items brought to the site are to be approved for use and have been tagged and tested by a licenced electrician.

Covid-19 Conditions

As the licensee, it is your responsibility to check and keep up to date with all health regulations relating to COVID-19 during the date of your event. All NSW Health Regulations will supersede any other standard condition where there may be a conflict arising on the approval and the current

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regulations. Ensure your event complies with the NSW Government Roadmap for easing of COVID-19 Restrictions.

1. This licence is conditionally approved and is subject to the [COVID-19 restrictions](#) and regulations in place on the date/s of this licence. It is the responsibility of the licensee to ensure compliance with these regulations and to keep up to date with them as they change.
2. The licensee is responsible for all attendee numbers (including but not limited to all participants, spectators, personnel, volunteers or contractors) to be in-line with the current COVID-19 regulations in place on the date/s of this licence. Please refer to [Australian Department of Health for Limits on Public Gatherings](#) as well as information from [NSW Government](#).
3. Additional information to ensure the safety of your event [Advice for Organising Public Gatherings](#) and [Australian Government Resources](#) and [NSW Health Resources](#).
4. In the case your event cannot proceed due to COVID-19 restrictions in place on the date/s of your event, please contact Council on 1300 275 782.

Full website addresses for each link:

Roadmap for easing COVID-19 restrictions

<https://www.nsw.gov.au/covid-19/easing-covid-19-restrictions>

Australian Department of Health for Limits on Public Gatherings:

<https://www.health.gov.au/news/health-alerts/novel-coronavirus-2019-ncov-health-alert/how-to-protect-yourself-and-others-from-coronavirus-covid-19/limits-on-public-gatherings-for-coronavirus-covid-19>

NSW Government Health

<https://www.nsw.gov.au/covid-19> Advice on Organising Public Gatherings

https://www.health.gov.au/sites/default/files/documents/2020/03/coronavirus-covid-19-advice-for-organising-public-gatherings_0.pdf COVID-19

Restrictions <https://preview.nsw.gov.au/covid-19/what-you-can-and-cant-do-under-rules>

Australian Government Resources

<https://www.health.gov.au/news/launch-of-the-coronavirus-covid-19-campaign>

NSW Health Resources

<https://www.health.nsw.gov.au/Infectious/covid-19/Pages/resources.aspx>

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Schedule 2: Standard Conditions

1. This agreement permits the Licensee to use the Licensed Area on the Land for the Permitted Use during the Term.
2. By undertaking the activity described in this license, the Licensee agrees to the conditions and requirements provided for in this license.
3. If the Land includes:
 - 3.1. Council managed Crown land, then this licence is granted pursuant to section 2.2 of the *Crown Land Management Act 2016* (CLM Act) and is subject to the provisions of the CLM Act;
 - 3.2. Council owned community land, then this licence is granted pursuant to section 46 of the *Local Government Act 1993* (LG Act);
 - 3.3. Council owned operational land, then this licence is granted pursuant to section 68 of the LG Act;
 - 3.4. Road reserve, then this licence is granted pursuant to section 153 of the *Roads Act 1993*.
4. The Licensee shall not use the Licensed Area for any other use other than the Permitted Purpose.
5. The Licensee agrees to not interfere with any other person authorised by the Licensor to use the Land.
6. The Licensor does not make or give any warranty, promise or covenant to the Licensee for quiet enjoyment of the Licensed Area.
7. The Licensee will pay the Licence Fee and Bond to the Licensor if applicable.
8. The Licensor reserves the right to end the licence without prior notice to the Licensee if there is a breach by the Licensee of any of the Standard Conditions or Special Conditions.
9. All notices and consents required or permitted to be given under this agreement shall be in writing and given by personal service, pre-paid postage, or email transmission at the addresses of the parties set out in this agreement or to such other address as either party may designate to the other by written notice.
10. The Licensee agrees to keep the Licensed Area clean and tidy, and agrees to collect and remove all papers and other rubbish.
11. The Licensee shall immediately repair and make good any damage occasioned by their use of the Licensed Area.
12. The Licensee will indemnify and keep indemnified the Licensor and (if the Land includes Council managed Crown land) the Minister administering the *Crown Land Management Act 2016* (Minister) against all actions, suits, claims, debts, obligations and other liabilities that may arise from the activities of the Licensee under the licence.
13. The Licensee must, before occupying the Licensed Area, take out a public risk insurance policy with a reputable insurance office approved by the Licensor for the Term, for a minimum amount of \$20,000,000 for any one claim whereby the Licensor and the Minister shall during the Term of the licence be indemnified against claims and demands arising from death or bodily injury or damage to property arising out the Licensee's use of the Licensed Area. Copy of such coverage shall be handed to the Licensor before the Licensee occupies the Licensed Area.

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14. The Licensee must maintain all other insurance as may be required by the *Workers' Compensation Act 1987* or any other Act of Parliament in regard to the conduct of the activities of the Licensee on the Licensed Area. Copy of such coverage is to be handed to the Licensor before the Licensee occupies the Licensed Area.
15. No relationship of landlord and tenant is or is intended to be created between the parties by virtue of this licence or in any way whatsoever.
16. The Licensee must obtain all relevant approvals for the Permitted Use to be conducted in the Licensed Area.
17. The Licensor reserves a reasonable right to remove from or refuse entry to the Licensed Area any person regardless of any arrangements or contract with the Licensee.
18. The Licensee must not sublet, assign or otherwise deal with the Licensed Area.
19. The Licensed Area must be left in the condition in which it was found prior to Permitted Use taking place. The Licensee is responsible for the cost of any restoration works required as the result of any damage arising in connection with this licence.
20. All aircraft operations, including remotely piloted aircraft systems, will need to comply with all Civil Aviation Safety Authority (CASA) guidelines and any other requirements for safe aircraft operations.

FAILURE TO COMPLY WITH ANY OF THE CONDITIONS OF THE LICENCE BY THE APPLICANT MAY RESULT IN THE ISSUE OF INFRINGEMENT NOTICES AND/OR THE CANCELLATION OF YOUR LICENCE. IN SUCH CASES THE LICENSOR RESERVES THE RIGHT TO REFUSE ANY FURTHER APPLICATION MADE BY THE LICENSEE.

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Schedule 3: Licenced Area

The land covered by this license includes Council managed Crown land, Council owned community land and Council owned operation land that is publicly accessible open space, other than:

- Locations where the conditions of this license prohibit the activity;
- Locations that are not publicly accessible, generally being operational land that is fenced or contains prohibitive signage; and
- Roads and road related areas



Site plan to be reviewed following consideration of provisions by licensee.