



**BAWLEY POINT, KIOLOA AND TERMEIL COMMUNITY ASSOCIATION  
General Meeting- Sunday 9 AM 22 February 2026  
AGENDA Rev D**

**Welcome and Acknowledgement of Country**

**Minutes of the last General Meeting** Sunday 23 November 2025

Circulated via Mail chimp and on available on our website

**Business Arising from minutes:**

**Moved those minutes 23.11.25 be accepted:**



**Special Business: New model CCB 1/07/26, Consultation, Concerns, Improvement**

**CEO (AC) proposed changes to current model, referring to Council meeting 16/12 carried Motion see MIN25.641, BPKTCA letter 16/12 and subsequent work of the majority of CCB's to be shared .**

**RESOLVED** (Mayor White / Clr Casmiri)

MIN25.641

That Council:

1. Transition from the current Community Consultative Bodies model of engagement and formally conclude its operation in its present form, effective 1 July 2026.
2. Conduct community consultation from February/March 2026 to determine the most appropriate alternative engagement model that should be for the long term.
3. Report back to Council on the outcome of this engagement and any recommendations as a result.
4. Thank all the community groups that are currently endorsed as Community Consultative Bodies for their contributions to Council.
5. Provide administrative and financial support to assist any Community Consultative Bodies to become an incorporated community group before 1 July 2026, and enable them as independent bodies, be it Ratepayers Associations, Community Forums, Progress Associations, to:
  - a. consult properly with all tiers of government
  - b. apply for grants for potentially up to 100%, for Community-Led Projects
  - c. no longer be beholden to Council rules.

FOR: Mayor White, Clr Clancy, Clr Kemp, Clr Casmiri, Clr Steele and Clr Proudfoot

Minutes Confirmed Tuesday 27 January 2025 – Chairperson .....

AGAINST: Clr Wilkins, Clr Tribe, Clr Norris, Clr Boyd and Clr Killian

CARRIED

## **CCB Review Workshop**

1. Historical review of our CCB/Community Association Work-meeting presentation
2. Allocated time for the CEO (AC), Mayor White and Ward 3 Councilors to address our General Meeting and share their views, concerns, reflections and proposals with our community.
3. Feedback on the work during Jan '26 of the Combined CCB's and their appointed Working Group.
4. Feedback from the community, concerns, ideas, expectations.
5. Impact from loss of Annual Funding and provision of Public Liability Insurance, Options, what does that mean to BPKTCA capacity.

## **Correspondence IN:**

Response from Lands Edge regarding safety at Kioloa Boat Ramp.  
SCC further rollout of waste depots to collect soft plastic, including Kioloa.  
Mayor Patricia White letter "Community Strategic Plan.

## **Correspondence OUT:**

Letter to CEO/AC regarding process for CCB review of existing model.  
Letter to Lands Edge re safety of students snorkeling at Kioloa boat ramp.  
Letter to SCC re possibility of Kioloa waste depot being a drop of point for soft plastics.  
BPKTCA Email to SCC regarding status of upgraded license at Tasman racecourse STP.

## **Governance, Administration and Management**

Financial – Treasurer's report update next meeting, refer to January 2026 P & L and Balance Sheet provided in Agenda briefing documents, finances in future presented directly from Xero accounting system.

Membership: Currently 106

**Draft budget**, including costs for insurance- **deferred until further work on CCB model changes.**

## **Subcommittee reports**

### ***Shared pathway***

Stage 2 – completed, now a safe Pathway Bawley Point to Kioloa, consider signage. Celebrations planned for Sunday 22<sup>nd</sup> March 2026, please join in.

## **Community Led Projects**

***New Presentation on proposed Community Hall extension by Sports & Rec as Project leader.***

### ***Approved -CLP 202500094 Beach rescue stations update on install progress & funding.***

Station at Mudholes (Shell Beach) was installed before Christmas. First of mandatory monthly checks are done as per Deed signed with SCC. Buddy for Shell Beach Mudholes = PL & LC.

Next station at Bawley Beach, funding is secured from Bendigo Bank, implementation by Easter. Buddies are secure. Also see attached signed Deed, and supporting legal advice for BPKTCA volunteers.  
Potential funding from MP LB/NSW State Government for two additional rescue stations.

### ***Under Council review-CLP 202500127 End of pathway from Scerri to Kioloa beach***

A submission for the upgrade of the final section to Kioloa Beach has been submitted through the portal. SCC to write to Crown Lands as this section is on Crown Land.

### ***Under Council review-CLP 202500162 Cricket nets at Kioloa oval.***

CLP submitted through SCC portal. Site inspection with SCC, update on Budget, Progress, Funding.

### ***Under Council review-CLP 202500160 Gannet Beach South Seating***

Update pending.

**Potential for new Community Projects**, not requiring submission or funding from Council and consistent with the “Three Villages” Community Strategic Plan, including

Welcome Pack, Story Boards to Community Hall, Community Project KIT. - Preliminary discussions with FRRR (Snow Foundation), volunteers needed.

#### **Communication.**

Mailchimp and FB including SCC proposed changes to CCBs

#### **General Business**

1. **CCB – Review & changes mandated, proposed** (discussed above as opening Agenda Item)
2. **Update Tasman STP SCC License, E Coli limits** O & M consistency, Council response pending.
3. **New Item:** - LEP, DCP update on process, timing from Councilors/CEO if available.
4. **Any new Business**

**Next General Meeting** – Sunday 24<sup>th</sup> May 2026

**Meeting Closed:** Catch up Tea/Coffee.



## Information for Members **COMMUNITY ASSOCIATION**

BAWLEY POINT, KIOLOA AND TERMEIL

### **Bawley Point, Kioloa and Termeil Community Association**

The Community Association is an Incorporated association subject to the NSW Associations Incorporation Act 2009. This act is administered by the NSW Department of Fair Trading.

The Community Association via its Public Officer is responsible to the Department for the regular reporting requirements as outlined in the Act.

The Association's constitution is based on the model constitution outlined in the Act altered as required to meet the specific requirements of the community and was updated in 2023 to stay abreast of latest "Fair Trading" best practice guidelines and to assure representation of all three villages within BPKTCA.

The Community Association's Incorporation number is Y 1462824

Australian Business Number (ABN) 97318134813

Its official address is that of the current Public Officer:

57 Murramarang Road

Bawley Point NSW 2539

### **The role of the Association**

The Association in conjunction with the Community is broadly to:

- \* Promote and protect the interests and well being of the residents in relation to the local area
- \* To consult with the community in relation to the development of appropriate facilities and infrastructure for the community
- \* To maintain, preserve and foster the natural environment and local heritage of the area

### **Community Consultative Body**

In 2012, the Association was endorsed by the Shoalhaven Council as a Community Consultative Body (CCB)

The CCB structure provides a single communication channel between Council and the Community on issues which Council wishes to consult. Similarly between the Community and Council.

The CCB structure in no way diminishes rate payers rights to contact Council directly.

There are currently 23 CCBs in the Shoalhaven Council Area and they follow a set of CCB Guidelines established by Council, which appear on the Council's and Associations websites. <https://www.shoalhaven.nsw.gov.au/News-and-feedback/Participation-opportunities/Community-Consultative-Bodies-CCBs#section-4>



**COMMUNITY ASSOCIATION**  
BAWLEY POINT, KIOLOA AND TERMEIL

Shoalhaven City Council

16th December 2025

CEO Andrew Constance

Dear Andrew,

**Subject: SCC General Meeting CL25.418 Proposal to Reform Community Consultative Bodies (CCB) Model of Engagement**

*The Bawley Point, Kioloa, Termeil Community Association* fully support your plan, briefly foreshadowed at the meeting of CCB's on December 1, to "review the Community Consultive Bodies model" (CCB's), however, we must take issue with your claim that CCB's were fully informed of the scope and the pace of the dissolution of these community-based organisations.

In our view these plans by you, as the CEO of Shoalhaven City Council, have been planned unilaterally without any prior consultation with Shoalhaven CCB's, apart from your very brief comment made as part of your Dec 1 presentation.

Most CCBs, if consulted by you, could offer numerous examples of ways in which the CCB model of engagement with Council has positively improved communication, decision making and equity both within our communities and across SCC. We believe it is important to preserve direct consultation with Council as the key identifying agency of community-based associations.

Our recently launched THREE VILLAGES COMMUNITY STRATEGIC PLAN for the villages of Bawley Point, Kioloa, Termeil, 2025-2035, is a roadmap to guide decision making between Council and our communities; it demonstrates in a positive way the value of direct communication between communities and Council.

As noted, we agree that it is necessary to review the CCB engagement model between SCC and community groups. However, we suggest that a lack of consultation at the very beginning of the process of "renewal" seems to present an ultimatum rather than an opportunity to "discuss options".

It is an irony that "consultation", as the issue at hand, is absent from this process prior to Councillors voting on your proposal tonight making fundamental and irreversible changes to the current CCB model.

Yours Sincerely,

*Peter Longstaff*

President BPKTCA Peter Longstaff (0439 819 762)

CC: Mayor White , Councillors Boyd, Killian, Tribe, Dunn, Kemp, Krikstolaitis, Steele, Norris, Clancy, Wilkins, Casmiri, Proudfoot



**THE SHOALHAVEN COMMUNITY CONSULTATIVE BODIES  
PERSPECTIVES PAPER  
February 10 2026**

This document is one of two that arises from the specially convened workshop of Shoalhaven CCBs on the January 12 2026 the other being the Proposals Paper. The Workshop was attended by 44 CCB members from 20 CCBs, with 3 CCB apologies. Sixteen of the CCBs are Incorporated. The workshop was convened to consider and respond to the Council proposal resolved on December 16 2025 to:

- 1. Transition from the current CCB model of engagement and formally conclude its operation in the Present form from July 1 2026.*
- 2. Involve community consultation from March 2026 to determine the most appropriate alternative engagement model that should be for the long term;*

The Workshop appointed a five member Working Party to consider and develop a proposal recognizing the perspectives expressed by CCBs. Two documents have resulted. A Proposals Paper for presentation to Council and this Perspectives Paper, which CCBs can save for future reference as a record of the meeting sourced from Minutes of the meeting.

**CONTENT**

**Principal Recommendation**

- 1.0 Workshop Summary & Introduction**
- 2.0 Character and Value of CCBs**
- 3.0 An Alternative Model**
- 4.0 CCB Guidelines**
- 5.0 Safe Work Legislation**
- 6.0 Incorporation & Public Liability**

## PRINCIPAL RECOMMENDATION & PROPOSAL

That the Shoalhaven CCBs request of Council and specifically the Mayor and CEO, a reconsideration of the Council resolution that involves ‘formally concluding the current model of CCB operation in its present form’. This should involve agreed consultation and process with Shoalhaven CCBs with a view to developing a new ‘place-based’ community consultation in a Council aligned model with an endorsed relationship between the two parties.

### 1.0 WORKSHOP SUMMARY & INTRODUCTION

**1.10** The CCBs Workshop focused on discussing the **future of Community Consultative Bodies** with emphasis on maintaining CCBs representation of the community. Participants explored ways to improve and enforce CCB guidelines.

**1.20** The CCBs did not agree with the Resolution of councillors 6 votes to 5 at the Ordinary Meeting of Monday December 16 2025; noting that the Motion ‘Carried’ was an amendment by the Mayor of the original CEO proposal.

**1.30** The CCB Workshop resolved that a small **working party** be established from members of the Combined CCBs to draft a document as a proposal for council and incorporates the views as presented at the Combined CCBs Meeting of January 12 2026.

**1.40** Concerns were expressed about the **lack of consultation from Council and the misunderstood statements made by the CEO** at the CCB Executive Meeting on December 1 2025 and subsequently in the Agenda proposed Motion for the Ordinary Meeting, of Monday 16 December 2025.

**1.50** CCBs discussed the **value of their work in community engagement**, emphasizing the importance of preserving the current structure and purpose of CCBs as place-based representation and emphasised the need for Councillors to attend meetings and engage with the community.

**1.60** The CCBs agreed on the necessity of a “**CCB Review**” process with a focus on maintaining the role of CCBs and discussed the potential for a collective strategy to present to Council.

**1.70** The CCBs identified the need for a **review of Council’s community consultation** process and supports the contribution of CCB as place-based representation to that process, which would include the Mayor, CEO and other councillors as appropriate.

### 2.0 The Purpose and Value of CCBs

**2.10** CCBs provide **invaluable local knowledge and input** from residents and ratepayers as place-based knowledge across a large and diverse LGA, which should be considered of benefit to Council’s knowledge of how the community feels about particular issues. CCBs note that SCC covers a much larger geographic area than most Council LGAs and is comprised on 50 villages, towns and suburbs.

**2.20** CCBs value **councillor and staff attendance at meetings**. Mutual respect and information sharing should be the basis of engagement. Consultation should be open, respectful and transparent.

**2.30 Councillors can attend CCB general meetings** and take a constructive part in discussions. Councillors do not have voting rights unless they are a resident and ratepayer in the CCB area. Endorsed CCBs agree to this requirement in the Guidelines.

**2.40 The role of CCBs** as consultative bodies representing the community rather than decision-making entities was clarified and it is noted that Council decision making is informed by range of inputs and stakeholders.

**2.50 A proposal should be developed** for Mayor White and CEO Constance, to improve the CCB system, emphasizing consultation, respect, and community engagement.

**2.61** Importance of **maintaining CCBs** was discussed, highlighting their effectiveness in addressing community issues and serving as a conduit for communication between the community and Council.

**2.62** CCBs discussed the **value of their work in community engagement**, emphasizing the importance of preserving the current structure of CCBs and the need for Councillors to attend meetings and engage with the community.

**2.63** CCBs support the necessity of a **review process**, with a focus on maintaining the role of CCBs, and discussed the potential for a collective strategy to present to Council.

**2.70** The CCBs noted the process of **progressive development** of CCBs has not been perfect.

### **3.0 An Alternative Model**

**3.10** The CCB Working Party recognizes and references the “Strengthening Community Consultation in the Shoalhaven” Discussion Paper (Draft v1) and in particular Point 4 of that paper re “**Accredited Community Forums**” as a model of Council-recognised Accredited Community Forums.

**3.20** CCBs expect **meaningful community input** into future engagement models and recognize the importance of trust and continuity in Council relations with the community.

### **4.0 CCB Guidelines**

**4.10 The Shared Interest of Council and CCBs** needs to involve reviewing and updating guidelines, involving appropriate consultation and clear communication that indicate mandatory requirements and code of conduct requirements. This should ensure Guidelines are transparent, enforceable, consistently applied and give Council clear directions for any non-compliance and CCB confidence in expectations.

**4.20** The CCBs consider that there is a **need to identify and recognise issues SCC has with CCB Guidelines**, given the most recent review date was December 1 2024. These Guidelines do provide a useful starting point for community engagement. The stated **concerns of Council** in relation to the CCBs operation, clearly recognized by the CCBs, involve workplace health and safety, public liability and insurance; governance, consistency and role clarity.

**4.30 Issues identified by CCBs embrace:**

- a. lack of clarity around roles, responsibilities and boundaries,
- b. Inconsistent interpretation and application across CCBs;
- c. uncertainty regarding liabilities, expectations and consequences of non-compliance;
- d. Some possible confusion of staff regarding CCB Committee status.

**4.40 Council Authority: Council’s CCB Guidelines (most recent review date 01/12/2024) do NOT mention CCBs being a “committee’ or “subcommittee” of Council.**

**4.50 CCBs represent the community to Council, and Council currently has the authority to disendorse them if they do not follow the guidelines.** CCBs emphasized that if a CCB feels they are unable to fulfil Council's requirements when applying for endorsement, they would not be endorsed and would not exist as the representative body to Council in the first place.



**5.0 Safe Work Legislation**

**5.10 Workplace safety concerns** regarding Councillors and staff attendance at meetings should be addressed and managed.

**6.0 Incorporation & Public Liability**

**6.10 Those CCBs which have sought incorporation** have done for varying reasons. According to the NSW State Government’s website:

*An incorporated association is a simple way for small, not for profit, non-commercial groups to establish and operate as a legal entity in NSW, separate to its member*

**6.20 CCBs considered concerns about Incorporation and Public Liability**, emphasising incorporation is separate from governance and CCBs operate under Council Guidelines.

# A Proposal from the Combined Shoalhaven Community Consultative Bodies

## Strengthening Community Consultation in the Shoalhaven

### Executive Summary

Shoalhaven City Council resolved on 16 December 2025 to transition away from the current Community Consultative Body (CCB) model in its present form from 1 July 2026, and to undertake consultation from February/March 2026 to determine an alternative approach.

In response, the Combined Shoalhaven Community Consultative Bodies convened a workshop on 12 January 2026, attended by representatives from 20 CCBs across the Shoalhaven. That meeting unanimously resolved to establish a Working Group to prepare a proposal for Council outlining a constructive way forward for future community consultation.

This paper is the outcome of that process. It is presented to Council as a practical proposal that responds to Council's stated concerns while recognising the value of structured, local community engagement across a large and diverse local government area. Unanimously, the CCBs wish to preserve this.

The Combined CCBs:

- acknowledge Council's concerns about workplace health and safety, behaviour, governance, consistency, public liability and role clarity.
- accept that reform is required, including stronger and enforceable standards.
- recognise that incorporation helps manage risk and protect volunteers but does not on its own resolve consultative governance issues.
- do not support discontinuing place-based community forums without an agreed replacement.
- seek a constructive and collaborative way forward.

### A practical way forward

Workshop discussions canvassed a range of ideas for future engagement. While not all were developed, the concept of Accredited Community Forums (ACFs) emerged as a potential way forward that responds directly to Council's concerns while retaining local representation.

Under an ACF approach, community forums would operate in an advisory capacity only. Council recognition would be conditional on meeting clear and mandatory standards covering conduct, safety, governance and transparency. Incorporation would be encouraged where groups undertake operational or on-the-ground activities but would not be required for consultative recognition. Council would retain clear authority over accreditation, compliance and, where necessary, withdrawal of recognition.

The ACF concept is not presented as a predetermined outcome, but as a framework to support Council's consultation process and provide a clear basis for discussion and refinement.

## **1. Purpose of this Paper**

This paper is presented to Shoalhaven City Council as a proposal from the Combined Shoalhaven Community Consultative Bodies (CCBs) to assist Council in considering future arrangements for community consultation following the Council resolution of 16 December 2025.

The purpose of the paper is to:

- respond constructively to Council's stated concerns regarding the current CCB model;
- articulate the value of structured, place-based community consultation across the Shoalhaven;
- outline a practical way forward that strengthens governance, safety and accountability; and
- support Council's forthcoming consultation process by providing a clear, workable framework for discussion and refinement.

This paper is not intended to defend the status quo. It recognises that reform is necessary and seeks to contribute positively to the development of a stronger, safer and more effective community engagement model.

## **2. Background and Mandate**

Shoalhaven City Council resolved on 16 December 2025 to transition away from the current Community Consultative Body model in its present form from 1 July 2026 and undertake community consultation from February/March 2026 to determine an alternative long-term engagement model.

In response to that resolution, a Combined CCB Workshop was convened on 12 January 2026. The workshop was attended by representatives from 20 Community Consultative Bodies across the Shoalhaven, reflecting a broad cross-section of geographic areas, incorporated and unincorporated groups, and community interests.

At that meeting, the Combined CCBs unanimously resolved to establish a small Working Group to draft a proposal for presentation to Shoalhaven City Council. The Working Group was tasked with incorporating the views expressed at the workshop and providing a constructive way forward for future community consultation.

This document is the outcome of that process and is submitted to Council in accordance with that mandate.

## **3. The Role and Value of Community Consultative Bodies**

Community Consultative Bodies have operated in the Shoalhaven for many years as place-based forums representing local communities, residents and ratepayers.

Community Consultative Bodies :

- provide local knowledge and insight that is not easily captured through centralised or issue-specific consultation;
- act as a conduit between Council and communities on matters of local concern;
- support early identification of issues and opportunities at a local level; and contribute to more informed, transparent and trusted decision-making.

The Shoalhaven Local Government Area is geographically large and diverse, comprising numerous towns, villages and distinct communities. The Combined CCBs consider that this diversity requires engagement mechanisms that are capable of operating at a local, place-based level, particularly where issues have significant community impact.

CCBs are consultative bodies. They do not make decisions on behalf of Council, nor do they exercise delegated authority. Council decision-making is informed by a wide range of inputs, of which community consultation is one important component.

#### **4. Independence and Relationship with Council**

Community Consultative Bodies are independent community organisations. They are not committees or sub-committees of Council.

At the same time, there is strong mutual benefit in a constructive and respectful relationship between Council and place-based community forums. Councillor and staff attendance at CCB meetings, when invited, is valued by communities and supports information sharing, mutual understanding and trust.

The Combined CCBs recognise that:

- Council must manage risk, safety and governance in its interactions with community forums; and
- clear expectations, standards and boundaries are essential to maintaining effective and respectful engagement.

Any future model of community consultation should therefore preserve the independence of community bodies, clearly define roles, responsibilities and boundaries and provide Council with appropriate mechanisms to set conditions for formal recognition and engagement.

#### **5. Council's Stated Concerns and Shared Issues to Address**

Shoalhaven City Council has identified a number of concerns in relation to the current operation of Community Consultative Bodies, including:

- workplace health and safety at meetings;
- behaviour and meeting conduct;
- public liability and insurance;

- governance and consistency; and
- role clarity and expectations.

The Combined CCBs acknowledge that these concerns are legitimate and require clear and effective responses. They also recognise that inconsistent application of guidelines and a lack of enforceable standards have contributed to uncertainty for both Council and community participants.

At the Combined CCB Workshop held on 12 January 2026, these matters were discussed extensively. There was broad agreement that the key weaknesses in the current model lie not in the existence of place-based community forums, but in the absence of clear, mandatory and consistently applied standards governing their recognised consultative role.

This proposal proceeds on the basis that any future engagement framework must directly address these shared issues in a way that improves safety and conduct, provides clarity and certainty for all parties, and enables Council to manage risk appropriately while maintaining meaningful community engagement.

## **6. Role Clarity and Risk Boundaries**

A recurring theme in discussions between Council and CCBs has been the need for clearer separation between consultative functions and operational or on-the-ground activities.

The Combined CCBs recognise that: Community Consultative Bodies exist to provide advice, local knowledge and community perspectives to Council; and they do not act on behalf of Council, nor do they undertake delegated functions.

Where community groups undertake operational activities — such as events, works or service delivery — these activities are best undertaken through incorporated entities, appropriate insurance arrangements and governance structures that are separate from the consultative role.

Clear role separation benefits both Council and communities by reducing uncertainty around liability and responsibility, protecting volunteers and participants, and preserving the integrity of community consultation processes.

A strengthened consultation model should therefore clearly define what activities fall within the recognised consultative role and what activities sit outside that role and require separate governance and risk management arrangements.

## **7. Community Consultative Body Guidelines and the Case for Stronger Standards**

Council's existing Community Consultative Body Guidelines provide a useful foundation for engagement between Council and community forums. However, experience has shown that advisory guidelines alone are insufficient to address issues of conduct, safety, consistency and accountability.

Issues identified by CCBs include:

- lack of clarity around roles, responsibilities and boundaries;
- inconsistent interpretation and application across different CCBs;
- uncertainty regarding liabilities and consequences of non-compliance; and
- limited practical guidance on managing behaviour and meeting conduct.

There is a shared interest between Council and the Combined CCBs in strengthening this framework.

Any future model should include:

- clearly articulated mandatory standards for recognised consultative bodies;
- a code of conduct covering behaviour, meeting practice and political neutrality;
- transparent expectations regarding governance, openness and representativeness; and
- clear, fair and proportionate processes for addressing non-compliance.

Such standards should be developed through consultation, clearly communicated, and supported by Council through guidance and education, as well as consistent enforcement where required.

## **8. A Practical Way Forward: Accredited Community Forums**

In considering future arrangements for community consultation, the Combined CCBs recognise the need for a model that both addresses Council's stated concerns and retains the benefits of structured, place-based engagement.

During the Combined CCB Workshop and subsequent Working Group discussions, a number of ideas were raised. While not all were developed into detailed models, the concept of Accredited Community Forums (ACFs) emerged as one practical way forward that could meet Council's requirements while preserving local community voice.

Under an ACF approach:

- community forums would operate in an advisory capacity only;
- Council recognition would be conditional on compliance with clearly defined and mandatory standards;
- expectations regarding behaviour, safety, governance and transparency would be explicit and enforceable; and
- Council would retain clear authority to accredit, monitor and, where necessary, suspend or withdraw recognition.

The ACF concept supports a clearer distinction between recognised consultative functions undertaken within an agreed framework and operational or community activities which may continue independently under appropriate governance and insurance arrangements.

Incorporation would be encouraged but not mandated. Incorporated bodies can, if they wish, retain full independence in their internal governance, while Council recognition would apply only to the consultative role and associated standards.

The Combined CCBs emphasise that the ACF concept is not presented as a predetermined outcome. Rather, it is offered as a workable framework to support Council's forthcoming consultation process and to provide a tangible basis for discussion, testing and refinement.

## **9. Next Steps and What Is Sought from Council**

The Combined CCBs are keen to work constructively with Council to develop a strengthened and sustainable community consultation model.

In that context, this proposal seeks Council's consideration of the following next steps:

1. recognition of place-based engagement;
2. consideration of the ACF framework as a practical basis for further consultation and development;
3. collaborative development during early 2026 of accreditation criteria and standards, a code of conduct and meeting practice requirements, and a clear governance, compliance and review framework; and
4. alignment with Council policy, including the Community Engagement Strategy and Framework.

The Combined CCBs see this as an opportunity to strengthen community consultation outcomes for both Council and communities, and to rebuild confidence and trust in engagement processes.

## **10. Endorsement and Signatories**

This proposal is submitted on behalf of the Combined Shoalhaven Community Consultative Bodies.

Working Group (appointed by the Combined Shoalhaven Community Consultative Bodies):

John Wells — Cambewarra Residents & Ratepayers Association

Gary Bickford — Tomerong Community Forum

Chris Grounds — Basin Villages Forum

Fiona Ellis — Callala Bay Community Association Inc.

David Swarts — Tabourie Lake Ratepayers and Residents Association Inc.

A full list of endorsing Community Consultative Bodies is provided in Appendix A.

## Appendix A – Endorsing Community Consultative Bodies

- Basin Villages Forum
- Bawley Point, Kioloa and Termeil Community Association
- Berry Forum
- Budgong Community Group Inc.
- Burrill Lake Community Association **Inc.**
- Callala Bay Community Association Inc.
- Callala Beach Progress Association
- Cambewarra Residents & Ratepayers Association
- Conjola Community Association
- Culburra Beach & Orient Point Community Forum
- Currarong Community Association Inc.
- Huskisson Woollamia Community Voice
- Hyams Beach Villages Association **Inc.**
- Kangaroo Valley Community Consultative Body Inc.
- Milton District Community Forum
- Red Head Villages Association Inc.
- Shoalhaven Heads Community Forum
- Sussex Inlet & Districts Community Forum
- Tabourie Lake Ratepayers and Residents Association Inc.
- Tomerong Community Forum
- Ulladulla & Districts Community Forum Inc.
- Vincentia Ratepayers and Residents Association Inc.
- Wandandian Progress Association **Inc.**

# Discussion Paper: Community Consultative Bodies – Future Engagement Framework

## Purpose

This discussion paper has been prepared to support informed conversation with Community Consultative Bodies (CCBs) and other community service group representatives to determine the most appropriate alternative to the CCB engagement model, for the long term. It explains why Council is moving away from the current model, clarifies legal and governance issues, and outlines a new approach that strengthens community voice while removing legal risk for Council and community members.

This paper is not a decision document. Its purpose is to clearly set out Council's position, the reasons for change, and how community engagement could continue to be strengthened.

## Background and Context

Community Consultative Bodies have historically played an important role in providing a forum for local issues, advocacy and information-sharing between communities and Council.

Over time, however, legal uncertainty has emerged about the status of these bodies—specifically whether they are:

- Council committees, or
- Independent community groups.

This lack of clarity creates legal and governance risks for both Council and participants. In response, Council has resolved to conclude the CCB model of engagement from 1 July 2026 (16 Dec 2026: Min CL25.418) as a Council owned structure while continuing and strengthening community engagement through a clearer, safer, and more transparent model.

## Key Principles Guiding the Change

The proposed changes are guided by the following principles:

1. Community independence – Community groups should operate independently and retain control of their own affairs.
2. Clear legal separation – Council should not carry legal risk for bodies it does not control.
3. Strong community voice – Community input must remain visible, accessible and heard by all Councillors.
4. Transparency and fairness – All communities should have equal access to engagement opportunities.
5. Reduced risk for volunteers – Community members should not be exposed to unclear legal or governance obligations.

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## **Legal Doubt: Council Committee or Community Group?**

A central issue with the current CCB model is legal ambiguity.

While CCBs have not been established as formal Council committees, aspects of their operation can give the impression that they are representing Council and operating under Council authority.

This creates doubt about who is legally responsible for decisions and actions, whether Council has oversight or control and where liability sits if issues arise.

Council's position is clear. If Council does not control a body, it should not carry legal exposure for that body.

To remove this ambiguity, Council is proposing to formally step away from the CCB structure.

## **Legal Responsibilities and Risk**

It is important to note that under the proposed approach, all community groups currently endorsed as a CCB can continue to operate as independent community organisations, or incorporated bodies.

They would continue to retain full control of their meetings, agendas and participation and carry their own legal responsibilities, including:

- Defamation risk
- Meeting conduct and disputes
- Apprehended Violence Orders (AVOs)
- Personal conduct issues
- Any workplace or volunteer safety considerations.

Council will not review agendas or minutes, manage disputes, review complaints or have any regard for legal matters arising from group activities.

This clear separation ensures Council has no legal exposure, and community groups are fully aware of their responsibilities.

## **Why Council is Concluding the CCB Model**

The decision to discontinue the CCB model is not intended to reduce community engagement. Rather, it reflects significant concerns with the current structure, which presents unacceptable legal risks for Council, limits Council's ability to enforce standards without assuming liability, and may unintentionally expose volunteers to risk.

Removing the CCB structure enables Council to clearly articulate its role, minimise legal exposure, and engage communities in a more equitable and consistent manner.

## What will Continue

Importantly, many practical elements valued by communities will continue.

### 1. Community groups continue to exist

- Council does not vote to disband or establish community groups
- Groups may continue exactly as they choose
- Council does not control membership, structure or leadership.

### 2. Councillors can continue to participate

- Community groups may continue to invite Councillors to attend meetings
- Councillors attend at their discretion
- Attendance does not create a Council committee or formal decision-making body.

### 3. Free access to Council facilities for meetings

- Council will continue to provide free access to Council-owned halls for community meetings
- Access will be managed through standard booking processes
- This support does not imply governance or oversight.

## What will Change

### Conduct

- Community groups will not be required to comply with the CCB Guidelines.
- Council will not investigate behaviour within community-run meetings.

### Governance and Risk

- Council will not intervene in disputes or complaints
- Council will not manage legal issues of any kind
- Council will not be responsible for meeting outcomes.
- Council will not endorse or cease to recognise by resolution.
- Council will not set boundaries of any CCB.

## Engagement Model Options

### 1. Community Access Forum Model

Council's strong preference is for community groups to consider becoming incorporated associations.

Currently, 16 of the 23 CCBs are incorporated bodies, providing them a formal legal identity, separate from its individual members. This provides protection, credibility and clarity about responsibilities as well as ability to attract grant funding opportunities.

Council is willing to assist groups with information and guidance on incorporation. Council into the future would therefore have no involvement in their formation/disestablishment and operations. All existing guidelines and council requirements would be abolished.

Public liability insurance and access to council facilities would remain cost neutral for a period of 3 years and be reviewed at that time. Access to council halls and facilities would be waived.

A new conduit to council will be formalized for the existing community bodies. To strengthen connection between Council and communities, a Community Access Forum will be established.

The forum will provide a direct platform for community groups to raise issues with Council. It will enable Councillors and Council staff to hear community concerns simultaneously, promoting transparency and equity in access.

It will operate immediately following Public Access Forum held once per month at the Council Chambers, where community groups may nominate representatives to speak. Issues will be presented for consideration but will not be debated or voted on. Councillors may make enquiries, and feedback will be formally captured.

Matters raised through the forum will inform advice to Council and, where appropriate, may form the basis of a Council report. Over time, the forum will become a recognised engagement pathway between community groups and Council. As part of this shift, Council policies will be updated to reflect the new engagement model. References to Community Consultative Bodies will be removed, and the Community Access Forum will be established as the primary engagement mechanism.

## **2. Ward-based Precinct Committees**

These would meet once every six months and comprise one or two representatives from various community organisations and groups, including those currently recognised as CCBs.

They would be formal council committees and membership would include the councillors from the respective ward and the Mayor and/or her representative. The agenda would be set by the CEO in conjunction with the membership of the committee.

## **3. Formalise all CCBs and make them official Council committees**

Council Committees operate under approved terms of reference, adopted policies, and Council's Code of Conduct, providing greater clarity around expectations and behaviour.

Members are appointed based on their skills and knowledge and must comply with Council's governance, record keeping and financial reporting requirements.

The CEO would then be delegated an authority to investigate complaints and manage governance, which is highly expensive and problematic.

## Conclusion

Council values strong, independent community voices. The proposed changes are about clarity, safety and sustainability, not withdrawal.

By removing legal ambiguity, ending a structure that exposes Council and volunteers to risk and introducing a stronger, more transparent engagement platform, we can enhance engagement with all communities in a fair and equitable way.

*This discussion paper is intended to support open dialogue. Feedback from community groups is welcomed and will help shape the final engagement framework.*

DRAFT



04/02/2026

Mr Peter Longstaff  
President  
Bawley Point Kioloa & Termeil Community Association Inc

By email only: secretarybpktca@gmail.com

Dear Bawley Point, Kioloa & Termeil Community Association,

**Bawley Point, Kioloa and Termeil Community Strategic Plan 2025 to 2035**

I am writing to thank you for your hard work and commitment to inclusive community consultation in developing the *Bawley Point, Kioloa and Termeil Community Strategic Plan 2025 to 2035*, with over 400 residents reported to have participated over nine months of consultation to develop the plan.

On 11 November 2025, Council resolved (MIN25.576 Part 1) to:

*Endorse the Bawley Point, Kioloa Termeil Community Strategic Plan 2025 to 2035 as a reference document, to be considered by council in future planning and community engagement activities*

I want to thank your president, Peter Longstaff, for attending on 11 November 2025 and presenting the key elements of the plan as a deputation to the elected Council.

To assist with the plan being used as a reference document, both within Council and the community, we've published the *Bawley Point, Kioloa and Termeil Community Strategic Plan 2025 to 2035* on the [Community Led Plans page](#) of Council's website.

Thank you again for your commitment to harnessing the power of local voices to shape a vision and direction for the future that reflects the community's priorities and aspirations.

Kind regards

Patricia White  
**MAYOR**  
80001E (D2644787)

# **Bawley Point Kioloa Termeil Community Association:**

## **Memorandum in relation to Liability**

### **Introduction**

1. Some issues have arisen in relation to the liability of the members and committee members arising under the proposed Deed of Agreement (***the Deed***) between Shoalhaven City Council (***the Council***) and Bawley Point Kioloa Termeil Community Association Inc (ABN 97 318 134 813) (***the Community Association***) regarding the installation and maintenance of Emergency Equipment.
  
2. The following discussion note is prepared having regard to the following:
  - a. The Community Association is an Incorporated Association under the *Associations Incorporation Act 2009* (NSW) (***the AI Act***),
  - b. The Community Association is registered as a charity by the Australian Charities and Not-For-Profits Commission,
  - c. References in the deed of agreement to St Johns Ambulance ought to be omitted,
  - d. The Community Organisation does have public liability insurance as required by clause 7.3 of the Deed.

### **The proposed Deed of Agreement**

3. The Deed, as proposed, is intended to provide for the Community Association to install "Emergency Equipment"<sup>1</sup>.
4. The Community Organisation will select sites and will thereafter be responsible for the maintenance and upkeep of the equipment for the "life of the asset and terminate on the decommissioning or removal of the asset"<sup>2</sup> or as extended by agreement in writing between the Council and the Community Association.
5. The Council will assist with site selection and give permission for the installation of the Emergency Equipment on sites.
6. With respect to liability, the Deed provides that the Council agrees not to make or pursue any claim against the Community Organisation, its members or the organisation in

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<sup>1</sup> The emergency equipment includes ZOLL AED 3 Fully Auto and associated signage (See Schedule A to the Deed).

<sup>2</sup> Schedule A, clause 4 to the deed provides the termination date of the deed in accordance with clause 2.1(a)(i) and (ii).

relation to the use or misuse of the Emergency Equipment, except in cases of negligence, misconduct or breach of the Deed.

### **Liability of Members and Committee Members**

7. As an association registered under the *Associations Incorporation Act 2009*, the Community Association has the legal capacity and powers of an individual. This includes the power to sue and be sued or to enter into contracts (such as the Deed) in its own name.
8. The liability of members and committee members is generally determined in accordance with the AI Act and the constitution of the Community Association, which is binding on the members of the association.
9. The liability of members is limited, in accordance with the constitution of the Community Association and the AI Act, to any unpaid annual membership fees owing.
10. Section 26 of the AI Act provides that the members (including committee members) are not liable in relation to the association's liabilities merely because of being such a member.
11. Section 30B of the AI Act provides that:

*A matter or thing done or omitted to be done by a committee member, or by a person acting under the direction of a committee member, does not, if the matter or thing was done or omitted to be done in good faith for the purpose of exercising the committee member's functions under this Act, subject the committee member or person so acting personally to any action, liability, claim or demand.*
12. That section was introduced in 2016, and the explanatory note at the time of the making of that amendment made clear that the section was intended, amongst other things, to protect committee members who act in good faith from personal (civil) liability<sup>3</sup>.
13. On the basis of the above, the AI Act does not provide for the officer holders of the Association to be personally held to account for any liability of the Association arising from the use or failure of an AED in a particular case, absent personal negligence, breach of duty, or criminal acts by the member or officer.

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<sup>3</sup> Explanatory note to the [Associations Information Amendment \(Review\) Bill 2016](#).

## **Volunteers Defence**

14. The *Civil Liability Act 2002* also provides protection for volunteers when doing community work<sup>4</sup> that is organised by a community organisation<sup>5</sup> or as an office holder of a community organisation. The officer holders and members of the Community Associations are volunteers, and the work proposed to be undertaken pursuant to the Deed ought reasonably be considered to be community work.
15. There are some limitations of the volunteers' defence. However, they generally arise in circumstances where the individual volunteer was engaged in a criminal act, was intoxicated or was engaged in an activity that was outside of the volunteer work or the directions given in relation to the work.
16. Given the nature of the work proposed to be carried out is making the AED devices available the public for use in medical emergencies, it is self-evidently not for private financial gain and is a "charitable, benevolent philanthropic" purpose.

## **Conclusion**

17. For the reasons set out above, individual members or office holders of the Community Organisation arising from the installation, use and maintenance of the Emergency Equipment are protected from personal liability for by the volunteer defence under the *Civil Liability Act 2002*, as well as the limitations provided under the constitution of the AI Act.
18. The Deed itself also provides that the Council will not take action against the Community Association for things done properly and in accordance with the Deed.

---

<sup>4</sup> Community work is defined in section 60(1) of the *Civil Liability Act 2002* to be work that is not for private financial gain and that is done for a charitable, benevolent, philanthropic, sporting, educational or cultural purpose.

<sup>5</sup> Community organisation is defined in section 60(1) of the *Civil Liability Act 2002* an includes a body corporate that organises the doing of community work by volunteers and that is capable of being sued for damages in civil proceedings.



Secretary BPKTCA &lt;secretarybpktca@gmail.com&gt;

---

## Thank You and Upcoming Engagement on Future Models

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Caitlin Lewis &lt;Caitlin.Lewis@shoalhaven.nsw.gov.au&gt;

18 December 2025 at 12:20

Dear CCB Member,

On behalf of Council, I would like to sincerely thank you for your service and commitment to supporting community engagement over the years. Your contributions have played an important role in shaping local decision-making and strengthening connections within the Shoalhaven community.

At the Ordinary Meeting held on Tuesday 16 December 2025, Council resolved to transition away from the current Community Consultative Bodies model of engagement on 1 July 2026 and engage with you and the broader community to determine the most appropriate alternative engagement model.

I would particularly like to say that we appreciate all that you do in facilitating conversations in the community and that we would continue to engage with you as a valued collective in your community, into the future.

In February and March 2026, we'll invite you and the wider community to help us shape a new, long-term engagement model that works for everyone. After this consultation, we'll report back to Council with the outcomes and recommendations.

Between now and July 2026, we'll continue to support CCBs. If your group would like to become an incorporated community organisation - such as a Ratepayers Association, Community Forum, or Progress Association - we'll provide administrative and financial assistance to help make that happen and strengthen your ability to operate independently on behalf of your communities.

We'll share more details early in the new year about the consultation process and the support available. In the meantime, thank you again for your incredible contribution.

Thank you again for your dedication and community spirit. We look forward to continuing this important conversation with you soon.



**Caitlin Lewis**

Manager - Media & Communications

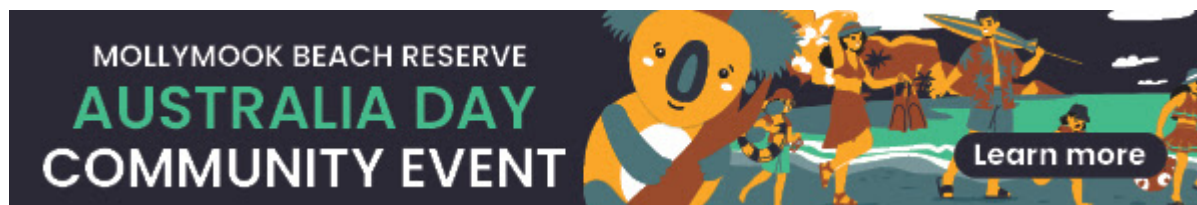
+61 2 4429 3270 | +61 419 684 921

Bridge Road (PO Box 42) Nowra NSW 2541

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

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RESPECT | INTEGRITY | ADAPTABILITY | COLLABORATION



*Walawaani (welcome). Shoalhaven City Council recognises the First Peoples of the Shoalhaven and their ongoing connection to culture and country. We acknowledge Aboriginal people as the Traditional Owners, Custodians and Lore Keepers of the world's oldest living culture and pay respects to their Elders past, present and emerging. Walawaani njindiwan (safe journey to you all).*



**COMMUNITY ASSOCIATION**  
BAWLEY POINT, KIOLOA AND TERMEIL

9 December 2025  
Lands Edge Foundation  
[sallie@landsedge.com](mailto:sallie@landsedge.com)  
Sallie Hardy

**Snorkelling at Kioloa Boat Ramp within 50 metres.**

Hi Sallie

At our last Bawley Point Kioloa Termeil Community Association (BPKTCA) meeting, our members reported an ongoing safety concern, occurring on several recent occasions. It was raised by recreational boats approaching the Kioloa Boat ramp, that Lands Edge school children are snorkelling around the entrance to the Kioloa Boat ramp. This causes concern for the fisherman who use the ramp to launch and retrieve their boats, and children snorkelling are difficult to spot and they are most concerned they are difficult to see in the water as they approach and the potential harm to the children.

The community absolutely supports that Lands Edge provides this outdoor education in our villages and beautiful beaches and forests and we appreciate that Kioloa beach is a great spot for snorkelling, especially when the local rays are spotted. However, it should be noted that swimming / snorkelling etc is not recommended within 50m of the boat ramp. There is boat safety signage in place at the ramp which everyone should read. This is especially important in busy peak seasons as there are lots of boats and jet skis coming in and out of the water, all using the boat ramp.

We love to share our beautiful beaches with the groups of school kids that Lands Edge bring to our area. As an alternative perhaps you could consider entering the water at Kioloa beach to the south of the boat ramp, or perhaps trying Bawley Beach away from the boat ramp, or the South end of Shelly Beach, there are many safe spots always depending on an assessment of water conditions on the day.

If we can assist in any way, please don't hesitate to contact us. Could you also acknowledge receipt of this letter.

*Peter Longstaff*

Peter Longstaff (President) 0439 819 762 and Lynn Cowley (Secretary) (0429 890 529)  
BPKTCA

Appendix:- Kioloa Beach Boat Ramp Safety Signage.



- Beware, waves may break over this breakwater at any time.
- The breakwater is uneven and blocks may move.
- Standing, walking on or diving from the breakwater are not recommended.
- Swimming is not recommended within 50 metres of the boat ramp.
- Stingrays may inhabit shallow waters in this area.
- Due to sand build up, this ramp is not suitable for 2WD vehicles.



Peter Longstaff &lt;peterlongstaff40@gmail.com&gt;

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## 251209 Safety at Kioloa Beach Boat Ramp

---

**Dale Frankham** <dale@landsedge.com.au>

16 January 2026 at 12:35

To: "bericlynncowley@bigpond.com" <bericlynncowley@bigpond.com>, "peterlongstaff40@gmail.com" <peterlongstaff40@gmail.com>  
Cc: Sallie Hardy <sallie@landsedge.com.au>, Kimberley Cutting <kim@landsedge.com.au>, "csellick@exemail.com.au" <csellick@exemail.com.au>

Dear Peter and Lynn,

Thank you both for the recent email and raising the safety concerns for our school groups when snorkelling at Kioloa.

We really do appreciate that the local community being supportive of students getting to experience this part of the coast and it is great to see that this extends to wanting to ensure we do this safely, understanding local conditions and hazards.

For your knowledge, we have tabled this letter and a review of snorkelling at Kioloa for review at our February Safety Committee meeting. We have also made some immediate amendments to our operating procedures for this location and will brief staff during 2026 or the best entry, exit and snorkel areas to minimise risk. Our first group in the area for 2026 will arrive on the 8<sup>th</sup> March.

On a related note, we are always looking for ways that Land's Edge, our programs and schools can increase the engagement we have with the locations we visit. Should you have any suggestions for how we can increase engagement with the Bawley Point and Kioloa communities, or opportunities for student engagement in activities please do not hesitate to reach out by phone or email.

Thanks,  
Dale



### Dale Frankham

| Chief Executive Officer

**E:**

[dale@landsedge.com.au](mailto:dale@landsedge.com.au)

**M:** 0415 846 099

|

**P:** 02 4234 3278 (Option 2)

**W:**

[www.landsedge.com.au](http://www.landsedge.com.au)

*The Land's Edge Foundation acknowledges the Wodi Wodi people of the Dharawal nation and the Cammeraygal people of the Eora nation, the Traditional Owners of the lands on which we live, learn and work. We pay our respects to Elders past, present and future. We acknowledge the significant contribution of Australian Aboriginal and Torres Strait*

*Islander peoples to the education of children and people in this country we all live in and share.  
Land's Edge Foundation is committed to inclusive communities and healthy environments.*

---

**From:** [bericlynncowley@bigpond.com](mailto:bericlynncowley@bigpond.com) <[bericlynncowley@bigpond.com](mailto:bericlynncowley@bigpond.com)>

**Sent:** Tuesday, December 9, 2025 8:21:57 AM

**To:** Sallie Hardy <[sallie@landsedge.com.au](mailto:sallie@landsedge.com.au)>

**Subject:** FW: 251209 Safety at Kioloa Beach Boat Ramp

[Quoted text hidden]

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 **251209 Kioloa Boat Ramp Children Safety Lands Edge.pdf**  
543K

Mr Peter Longstaff  
Bawley Point Kioloa Termeil Community Association  
5 Wooroonga Cres  
Kioloa NSW

By email: [secretarybpktca@gmail.com](mailto:secretarybpktca@gmail.com)

---

Re: Local Sport Defibrillator Grant Program 2025/26 -LSDP-2025/26-392.

14 January 2026

Dear Mr Longstaff,

Thank you for your application seeking a grant for an AED under the Local Sport Defibrillator Grant Program 2025/26, which is administered by the Office of Sport.

The NSW Government values the significant contribution made to the sport and recreation sector by community-based organisations. Unfortunately, your application did not meet the eligibility requirements as stated in the Program Guidelines.

I encourage you to visit the Office of Sport website at [www.sport.nsw.gov.au/grants](http://www.sport.nsw.gov.au/grants) to view any current or upcoming grant programs. I also encourage you to view the NSW Government Grants and Funding website at [www.nsw.gov.au/grants-and-funding](http://www.nsw.gov.au/grants-and-funding) that might be of interest to your organisation.

Should you require further information, please email the Grants Unit at [grants@sport.nsw.gov.au](mailto:grants@sport.nsw.gov.au).

Sincerely,



Adam Berry  
**Deputy Secretary**

# Profit and Loss

## Bawley Point, Kioloa, Termeil Community Association For the 7 months ended 31 January 2026

JUL 2025-JAN 2026

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### Trading Income

1.100 - Annual Memberships BPKTCA	822.65
1.300 - Donations Local (Jams) etc.	146.00
1.400 - CLP Beach Rescue Stations Grants/Donations	107.28
1.500 - SCC Annual Grant	500.00
270 - Interest Received	361.37
<b>Total Trading Income</b>	<b>1,937.30</b>

### Cost of Sales

315 - CLP Project Strategic Plan 2025	257.61
316 - CLP Beach Rescue Stations 2025	478.78
<b>Total Cost of Sales</b>	<b>736.39</b>

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### Gross Profit

**1,200.91**

### Operating Expenses

404 - Bank Fees	6.00
485 - Subscriptions Xero Website Mailchimp	321.74
<b>Total Operating Expenses</b>	<b>327.74</b>

---

### Net Profit

**873.17**

# Balance Sheet

## Bawley Point, Kioloa, Termeil Community Association As at 31 January 2026

31 JAN 2026

### Assets

#### Bank

BPKTCA - Bendigo Bank (Milton)	40,731.89
BPKTCA - General Account IMB (Ulludulla)	3,386.21
<b>Total Bank</b>	<b>44,118.10</b>

#### Fixed Assets

720 - Computer Equipment	2,163.64
721 - Less Accumulated Depreciation on Computer Equipment	(2,163.64)
<b>Total Fixed Assets</b>	<b>-</b>

#### Total Assets

44,118.10

### Liabilities

#### Current Liabilities

820 - GST	(59.87)
<b>Total Current Liabilities</b>	<b>(59.87)</b>

#### Total Liabilities

(59.87)

### Net Assets

44,177.97

### Equity

960 - Retained Earnings	(88.42)
961 - Equity Historical	43,393.22
Current Year Earnings	873.17
<b>Total Equity</b>	<b>44,177.97</b>



# Deed of Agreement

Between

Shoalhaven City Council

And

Bawley Point Kioloa Termeil Community Association Inc

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**Shoalhaven City Council**

ABN 59 855 182 344

**Bawley Point Kioloa Termeil Community Association Inc**

ABN 97 318 134 813

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## Background

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- A. Council is the local government organisation for the Shoalhaven local government area.
- B. The Bawley Point Kioloa Termeil Community Association Inc (BPKTCA) is an incorporated association that has been endorsed by Council to represent the residents and ratepayers of the Bawley Point, Kioloa and Termeil geographic areas.
- C. BPKTCA and the community wish to install Emergency Equipment at the Site which is Council owned or managed land. This is a community led initiative coordinated by BPKTCA.
- D. BPKTCA has available funding to facilitate the supply and installation of the Emergency Equipment.
- E. The purpose of this Deed is to outline the terms and conditions of the agreement between the parties with respect to the installation of Emergency Equipment and the roles and responsibilities regarding on-going maintenance and permissibility.

## Terms and Conditions

### 1 Interpretation

---

#### Definitions

- 1.1 The following words have the following meanings in this Deed, unless the context requires otherwise.

**Agreement** means this Deed.

**Asset** means both the storage units and the emergency equipment within the storage units themselves.

**Emergency Equipment** means the equipment and other items listed in Schedule A.

**Confidential Information** means any information not in the public domain (otherwise than through a breach of an obligation of confidence).

**Council** means Shoalhaven City Council.

**Dispute** means any issue or dispute arising in connection with this Deed pursuant to Clause 10.

**Dispute Notice** means the notice required pursuant to Clause 10.1.

**Extended Term** means the additional term of this Deed as agreed between the parties in accordance with Clause 2.2.

**GST Law** has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Privacy Laws** means laws in respect of privacy including the *Privacy Act 1988* (Cth),

*Privacy Regulation 2013 (Cth), Privacy and Personal Information Protection Act 1998 (NSW) and Privacy and Personal Information Protection Regulation 2005 (NSW).*

**Site** means Lot 2 DP 614466 (Shelly Beach, Kioloa).

**Term** means the term of this Deed as set out in Clause 2.1.

## **Interpretation**

- 1.2 The following apply in the interpretation of this Deed, unless the context requires otherwise.
- (a) words in the singular include the plural and vice versa;
  - (b) references to a person include an individual, firm, corporation or unincorporated body;
  - (c) headings are for convenience only and do not affect the interpretation of this Deed;
  - (d) references to any party to this Agreement include its successors or permitted assigns;
  - (e) a reference to a party, clause or schedule is a reference to a party, clause or schedule of or to this Deed;
  - (f) references to this Deed and any agreement or instrument are deemed to include references to this Deed or such other agreement or instrument as amended, novated, supplemented, varied or replaced from time to time;
  - (g) any schedule attached to this Deed forms part of this Deed. If there is any inconsistency between any clause of this Deed and any provision in any schedule, the clause of this Deed prevails;
  - (h) words denoting any gender include all genders;
  - (i) no rule of construction applies to the disadvantage of a party on the basis that the party put forward this Deed or any part of it;
  - (j) a reference to "\$" is to Australian currency;
  - (k) the words "including" and "includes", and any variants of those words, will be read as if followed by the words "without limitation";
  - (l) derivatives of a word or expression which has been defined in clause 1.1 will have a corresponding meaning to that assigned to it in clause 1.1; and
  - (m) terms used in this Agreement which are not defined in this Deed, but which are defined in the GST Law, have the meanings given in the GST Law.

## **2 Term**

---

- 2.1 The Term of this Deed:
- (a) Commences on the Commencement Date; and
    - (i) Ends on the Termination Date as set out in Schedule A; or
    - (ii) the expiration of any Extended Term as agreed to in accordance with Clause 2.2.

- 2.2 The Term of this Deed may not be extended without written agreement between the parties.
- 2.3 Should either party wish to extend the Term of this Deed:
- (a) that party is required to provide the other party with at least 3 months written notice of the expiration of the Term of their offer of an Extended Term.
  - (b) Neither party is obliged to accept any offer of an Extended Term.
  - (c) Any Extended Term will be no longer than 12 months from the date of the expiration of Term.

### **3 Roles and responsibilities**

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#### **Bawley Point Kioloa Termeil Community Association**

- 3.1 BPKTCA will:
- (a) Select appropriate sites for the installation of the Emergency Equipment in consultation with Council.
  - (b) Maintain all Emergency Equipment and promptly remove when requested by Council.
  - (c) Repair and restore any faulty or degraded Emergency Equipment as soon as practicable.
  - (d) If repair is not possible or cannot be undertaken within a reasonable timeframe, arrange for removal of faulty or degraded Emergency Equipment without delay..
  - (e) Remove all Emergency Equipment on termination of this Deed.
  - (f) Make good all sites on removal of all Emergency Equipment including, but not limited to, any concrete footings and other structural instalments.
  - (g) Install signage in accordance with the following:
    - (i) Reference to Council or inclusion of Council's logo is not permitted.
    - (ii) Signage will include contact details of the BPKTCA via a QR Code for notification of faults of Emergency Equipment.

#### **Shoalhaven City Council**

- 3.2 Council will:
- (a) Make staff available to assist with site selection.
  - (b) Direct all enquiries regarding the Emergency Equipment to the nominated representative of the BPKTCA being the Secretary of BPKTCA.

- (c) Notify BPKTCA of any concerns or issues in regard to the Emergency Equipment

3.3 For the avoidance of doubt, Council is not responsible for the installation, monitoring or maintenance of the Emergency Equipment.

## **4 Equipment and Installation**

---

4.1 The Emergency Equipment is listed in Item 5 of Schedule A to this Deed.

4.2 In so far as Council is the owner or manager of the selected sites, it gives permission for BPKTCA to install the Emergency Equipment on the selected sites which have been approved by Council in accordance with clause 3.1.

4.3 BPKTCA will ensure that the Emergency Equipment:

- (a) meets and continues to meet all legislative and regulatory requirements.
- (b) meets and continues to meet all relevant Australian Standards.
- (c) if required, is installed by reputable contractors with appropriate insurances is required under an Act or law.,

## **5 Termination**

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5.1 Termination of this Deed will be affected:

- (a) Upon the expiration of the Term or any Extended Term as agreed in accordance with Clause 2.2; or
- (b) Upon either party providing the other party 21 days written notice. No reason is required.

5.2 Within 14 days of the termination of this Deed or any other timeframe agreed between the parties, BPKTCA agrees to remove all Emergency Equipment and restore and/or repair the sites to their pre-installation condition.

## **6 Privacy**

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6.1 The parties must comply with all applicable Privacy Laws.

## **7 Media and public announcements**

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7.1 Unless prior written consent is obtained of each other Party, a Party must not use the name, image or logo of another Party without first obtaining the prior written consent of that Party.

7.2 Unless prior written consent is obtained of each other Party, a Party may not make any press releases or public statements concerning:

- (a) this Deed and/or
- (b) any other information associated with this Deed

7.3 BPKTCA are solely responsible for the Emergency Equipment and may make any media and public announcements associated with the Emergency Equipment so far as such announcements are in accordance with clauses 7.1 and 7.2 of this Deed.

## **8 GST**

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### **Consideration GST inclusive**

8.1 Unless otherwise stated in this Deed, amounts payable, and consideration to be provided, under any other provision of this Deed includes GST.

## **9 Dispute Resolution**

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### **Notice of Dispute**

- 9.1 If a party believes that there is a dispute in connection with this Deed, then:
- (a) that party must serve a Dispute Notice to the other party stating that there is a Dispute; and
  - (b) the Dispute Notice must outline:
    - (i) what the party believes the Dispute to be;
    - (ii) what the party wants to achieve; and
    - (iii) what the party believes will settle the Dispute.

### **Settlement of Dispute and mediation**

9.2 If the Dispute cannot be resolved by the parties within fourteen (14) days of the notification under clause 10.1(a) then the Dispute must be submitted to mediation by a mediator selected:

- (a) by the parties; or
- (b) if the parties cannot agree on a mediator, by reference to the elected body of Council.

9.3 Any costs incurred in the mediation of the Dispute are to be borne equally by the parties.

### **Failure of mediation**

9.4 If the Dispute cannot be resolved by mediation then the parties may take any action available to them in order to resolve the Dispute.

## **10 Notices**

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### **Requirements**

- 10.1 Any notice given in connection with this Deed must be in writing and signed by or on behalf of the person giving it, addressed to the person to whom it is to be given and:
- (a) hand delivered to, or sent by post to the relevant address; or
  - (b) emailed to the relevant email address prior to 4pm of the close of business, requesting a delivery receipt.

### **When given**

- 10.2 A notice is taken to have been given:
- (a) in the case of being hand delivered, on the date on which it is delivered;
  - (b) in the case of being sent by post, on the fifth (ninth if sent to an address in another country) day after the date of posting; and
  - (c) in the case of delivery by email, at the time sent, unless the sender is notified, by a system or person involved in the delivery of the email, that the email was not successfully sent.

## **11 General**

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### **Governing law**

- 11.1 This Deed is governed by the laws of the State of New South Wales.
- 11.2 Each party submits to the non-exclusive jurisdiction of the courts of New South Wales and of any court that may hear appeals from any of those courts, for any proceedings in connection with this Deed.

### **Relationship between parties**

- 11.3 Nothing in this Deed creates, or implies an intention to create, a relationship of employment, partnership or joint venture between the Parties and neither party may act or has the authority to act as agent of or in any way bind or commit the other party to any obligation.

### **Legal costs**

- 11.4 Each party must pay its own legal costs and disbursements in connection with entering into this Deed.

### **Entire Agreement**

- 11.5 This Deed constitutes the entire agreement between the parties regarding the matters set out in it and supersedes any prior representations, understandings or arrangements made between the Parties, whether orally or in writing.

### **Inconsistency with other documents**

11.6 If this Deed is inconsistent with any other document or agreement between the Parties, this Deed prevails to the extent of the inconsistency.

### **Variation or Amendment**

11.7 This Deed may only be amended or supplemented in writing and signed by the Parties.

### **Counterparts**

11.8 This Deed may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument.

### **Electronic Signature**

11.9 A party may execute this Deed by affixing a digital signature. A party who receives a copy of this document that appears to have been executed by affixing a digital signature(s) in accordance with the *Electronic Transactions Act 1999* (Cth) or any equivalent State or Territory legislation may assume that such execution was validly and lawfully performed by the other party.

## Schedule A

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1.	<b>Council</b>	<p>Shoalhaven City Council          ABN 59 855 182 344          36 Bridge Road, NOWRA NSW 2541</p> <p>Contact: 1300 293 111</p> <p>Email: <a href="mailto:council@shoalhaven.nsw.gov.au">council@shoalhaven.nsw.gov.au</a></p>
2.	<b>Bawley Point Kioloa Termeil Community Association</b>	<p>Bawley Point Kioloa Termeil Community Association          ABN 97 318 134 813</p> <p>Contact: Lynn Cowley</p> <p>Email: secretarybpktca@gmail.com</p>
3.	<b>Commencement Date</b>	12/12/25
4.	<b>Termination Date</b>	<p>Agreement remains in effect for the life of the Asset being 10 years from installation date unless otherwise agreed in writing by both parties and shall terminate upon the decommissioning and/or removal of the asset.</p>
5.	<b>Emergency Equipment</b>	<p>A. Zoll AED 3 Fully Auto and Storage Unit</p> <p>B. Two rescue tubes - supplied Surf Life Saving Australia</p> <p>C. Shark Bite Kit (small)</p>

**Execution**

**Executed as a Deed on 12<sup>th</sup> December 2025**

**Authority to Sign:** Each person who signs this Deed on behalf of a party warrants that he or she is duly authorised to sign this Deed.

SIGNED on behalf of **SHOALHAVEN CITY COUNCIL** by its authorised delegate in the presence of:



\_\_\_\_\_  
Signature

Craig Exton

\_\_\_\_\_  
Name of authorised delegate

Manager – Technical Services

\_\_\_\_\_  
Position/Title

17/12/2025

\_\_\_\_\_  
Date

SIGNED on behalf of the **Bawley Point Kioloa Termeil Community Association** by its authorised signatories pursuant to s 22(1) of the *Associations Incorporations Act 2009*:



\_\_\_\_\_  
Signature

Peter James Longstaff  
Name of authorised signatory

President  
Position/Title

12/12/25  
Date

Signature 

Lynn Cowley  
Name of authorised signatory

Secretary  
Position/Title

12/12/25  
Date