



## FREEDOM OF INFORMATION COVERSHEET

The following information is provided pursuant to section 28 of the *Freedom of Information Act 2016*.

FOI reference: 24-094

Information to be published	Status
1. Access application	Published
2. Decision notice	Published
3. Schedule	Published
4. Documents	Published
5. Additional information identified	Not applicable
6. Fees	Not applicable
7. Processing time (in working days)	54 days
8. Decision made by Ombudsman	Not applicable
9. Additional information identified by Ombudsman	Not applicable
10. Decision made by ACAT	Not applicable
11. Additional information identified by ACAT	Not applicable

**From:** [REDACTED]  
**To:** [EPSDFOI](#)  
**Cc:** [REDACTED]  
**Subject:** Seeking Records Under the ACT Government Freedom of Information  
**Date:** Monday, 17 June 2024 3:25:14 PM  
**Attachments:** [image003.png](#)

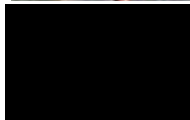
You don't often get email from [REDACTED]. [Learn why this is important](#)

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[Learn why this is important](#)

To Whom It May Concern,

I am seeking under FOI, ACT Government records associated with the dirt BMX track located at the intersection of Gundaroo and Mirrabai Drives Gungahlin: specifically, all records/correspondence relating to the approval, construction, ownership, and ongoing maintenance associated with the dirt track and immediate area surrounding the track.



Dear [REDACTED]

### **Freedom of Information Request - Reference 24-094**

I refer to your application made to Transport Canberra and City Services Directorate (TCCS) under the *Freedom of Information Act 2016* (the Act) on 24 June 2024. In your application you are seeking access to the following government information:

*“ACT Government records associated with the dirt BMX track located at the intersection of Gundaroo and Mirrabei Drives Gungahlin: specifically, all records/correspondence relating to the approval, construction, ownership, and ongoing maintenance associated with the dirt track and immediate area surrounding the track”.*

On 22 August 2024, you clarified that the latest proposal for the dirt BMX track does not fall within scope of your request.

### **Timeframes**

A decision on your access application was due on 5 August 2024. In accordance with section 38 of the FOI Act, TCCS undertook third party consultation, and the due date of your application was extended until 21 August 2024. I am pleased to confirm that the third-party consultation has now been completed. I thank you for granting an extension until 6 September 2024.

### **Authority**

I am an Information Officer appointed by the Director-General under section 18 of the Act to deal with access applications made under Part 5 of the Act.

### **Decision on access**

A search for documents has been undertaken and a total of six records have been identified as relevant to your request.

I have found that some of the information within these documents is, on balance, contrary to the public interest to disclose. I have decided to provide:

- Partial access to five records; and
- Full access to one record.

My decision is detailed further in the following statement of reasons. I have included a schedule of the documents at Attachment A. The documents are enclosed at Attachment B with deletions applied to information which is contrary to the public interest to disclose.

### **Statement of Reasons**

In reaching my access decision, I have taken the following into account:

- the Act;
- the content of the documents that fall within the scope of your request; and
- the *Humans Rights Act 2004*.

The FOI Act has a pro disclosure bias, which requires information to be disclosed unless doing so would be contrary to the public interest. As an Information Officer, I must decide where, on balance, public interest lies in the disclosure of government information. Section 17(1) of the Act sets out the steps for completing the public interest test. As part of this process, I must identify all relevant factors in schedule 1 of the FOI Act. If no factor in schedule 1 is found relevant, I must then consider the factors listed in schedule 2 of the FOI Act and determine, on balance, where the public interest lies.

#### Schedule 1

- No relevant factors identified.

#### Factors favouring disclosure in the public interest (Schedule 2.1)

- Schedule 2.1(a)(iii) - inform the community of the government's operations, including the policies, guidelines and codes of conduct followed by the government in its dealings with members of the community.
- Schedule 2.1(a)(viii) - reveal the reason for a government decision and any background or contextual information that informed the decision.

#### Factors favouring non-disclosure (Schedule 2.2)

- Schedule 2.2 (a)(ii) – prejudice the protection of an individual's right to privacy or any other right under the *Human Rights Act 2004*.

In reviewing the information in scope of your application, the personal information of third parties was identified. I consider that this information is not readily available to the public and has not otherwise been disclosed by TCCS. I further consider that this information has come to be held by TCCS with the expectation that it is handled in accordance with the *Information Privacy Act 2014*. I extended these considerations to the mobile numbers of TCCS officers, which are either personal phone numbers or provided by TCCS to staff for a specific reason. Where the number is provided by TCCS, the use of the phone is for agreed purposes with limitations on calls outside of business hours and disclosure of these contact numbers is likely to prejudice the personal privacy of employees. As such, I find that the disclosure of this information would prejudice their right to privacy under the *Human Rights Act 2004*. I find that the protection of an individual's right to privacy under the *Human Rights Act 2004* carries significant weight.

I have found that the factors favouring disclosure can be satisfied by the deletion of information which is contrary to the public interest. I have attached a list of the records at Attachment A and a copy of the records with redactions enclosed at Attachment B.

#### **Charges**

No fee is applicable to this application as the number of pages being released is within the fee-free threshold.

#### **Online publishing – disclosure log**

Under section 28 of the Act, TCCS maintains an online record of access applications called a disclosure log. Your original access application, my decision and documents released to you will be published on the disclosure log with personal information removed.

#### **Ombudsman review**

My decision on your access request is a reviewable decision as identified in Schedule 3 of the Act. You have the right to seek an Ombudsman review of this outcome under section 73 of the Act

within 20 working days from the day that my decision is published in TCCS' disclosure log, or a longer period allowed by the Ombudsman.

If you wish to request a review of my decision, you may write to the Ombudsman at:

ACT Ombudsman  
GPO Box 442  
CANBERRA ACT 2601  
Via email: [actfoi@ombudsman.gov.au](mailto:actfoi@ombudsman.gov.au)

**ACT Civil and Administrative Tribunal (ACAT) review**

Under section 84 of the Act, if a decision is made under section 82 on an Ombudsman review, you may apply to the ACAT for review of the Ombudsman decision.

Further information may be obtained from ACAT at:

ACT Civil and Administrative Tribunal  
GPO Box 370  
CANBERRA CITY ACT 2601  
Telephone: (02) 6207 1740  
[www.acat.act.gov.au](http://www.acat.act.gov.au)

If you have any queries concerning the directorate's processing of your request, or would like further information, please contact the TCCS FOI team on (02) 6207 2987 or email to [tccs.foi@act.gov.au](mailto:tccs.foi@act.gov.au).

Yours sincerely



Lisa Johnson  
Information Officer

6 September 2024

## ATTACHMENT A - ACCESS APPLICATION SCHEDULE, FREEDOM OF INFORMATION

**Reference Number: 24-094**

Please be aware that under the *Freedom of Information Act 2016*, some of the information provided to you will be released to the public through the ACT Government's Open Access Scheme. The Open Access release status column of the table below indicates what documents are intended for release online through open access.

Personal information or business affairs information will not be made available under this policy. If you think the content of your request would contain such information, please inform the contact officer immediately.

Information about what is published on open access is available online at: [https://www.cityservices.act.gov.au/about-us/freedom\\_of\\_information/disclosure-log](https://www.cityservices.act.gov.au/about-us/freedom_of_information/disclosure-log)

### Factors favouring non-disclosure:

Schedule, Section 2.2(a)(ii) - prejudice the protection of an individual's right to privacy or any other right under the *Human Rights Act 2016*.

Reference number	Page number	Description	Date	Status	Reason for non-release or deferral	Open Access release status
1	1 - 2	20161123 - Email - Subject - Gungahlin Pump Track and Dirt Jumps	23 November 2016	Partial Access	Section 2.2(a)(ii)	Decision to be published on the <a href="#">TCCS Disclosure Log</a> .
2	3-16	Draft Memorandum of understanding - Parks and City Services, Territory and Municipal Services Directorate	2012	Partial Access	Section 2.2(a)(ii)	
3	17-18	Email - Subject - Progress on gungahlin dirt jumps	14 November 2011	Partial Access	Section 2.2(a)(ii)	
4	19-20	Email - Subject - Dirt jumps MOU quick brain dump	2 November 2011	Partial Access	Section 2.2(a)(ii)	
5	21	Email - Subject - CM media release dirt jumps	1 June 2011	Partial Access	Section 2.2(a)(ii)	

6	22	Media Release - Govt Considers Gungahlin Dirt-Jumps Proposal	2010	Full Access	Not applicable	
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**Total number of documents: 6**

## Bruan, Nicole

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**From:** Carder, Jane  
**Sent:** Wednesday, 23 November 2016 4:56 PM  
**To:** Bakker, Nicholas  
**Cc:** Bathgate, Brian; Nolan, Patrick; Forster, Andrew; Hug, Fay  
**Subject:** FW: Gungahlin Pump Track and Dirt Jumps [SEC=UNCLASSIFIED]

Hi Nick,

Can you please liaise with [REDACTED], as this group needs to be formalised to ensure they are covered by insurance etc. A risk plan would need to be prepared and any one operating equipment on the site would require the appropriate training, including certificates, close off sites to public etc.

Brian Bathgate has a good knowledge of this group and works previously undertaken and may be the best point of contact in the first instance.

In regard to access of water from the lake, we need to find out if this is metered and we pay EPSDD – Andrew Hudson may know?

Are there construction standards for the safe construction of the bike track? [REDACTED] may know or Active Canberra (who manage the other BMX cycling facilities).

Let me know if you get stuck

Jane Carder | Senior Manager, Place Management

Phone 02 62072525 | Fax 02 62075366 | Email [jane.carder@act.gov.au](mailto:jane.carder@act.gov.au)

City Presentation | City Services | Transport Canberra and City Services Directorate | ACT Government

Level 8, Macarthur House, 12 Wattle Street, Lyneham ACT 2602 | GPO Box 158 Canberra ACT 2601 | [www.act.gov.au](http://www.act.gov.au)

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**From:** [REDACTED]  
**Sent:** Wednesday, 23 November 2016 2:59 PM  
**To:** Carder, Jane  
**Subject:** Gungahlin Pump Track and Dirt Jumps

Hi Jane,

I was hoping you could help me with some information about the Gungahlin bicycle pump track and dirt jumps, off Gundaroo Drive, Gungahlin.

About a year ago the facility was substantially modified after the gas pipeline work was undertaken and the pump tracks were destroyed. The dirt jumps were modified however some volunteers have been working on these to rebuild. After a few discussions with people who have been hand working the features, we thought we might need to get some help with moving the dirt that has been displaced to rebuild the pump tracks.

Can you please advise what we need to do to get this underway? Do we need a permit to move the soil that is already on the site in stockpiles?

Can we use machinery such as a "dingo" or compactors?

What do we need to do to use weed spray on the stockpiles to control weeds?

Are we able to mow/whippersnip around the track?

How do we go about getting approval to repair the tap and pump that was there to pump water from the lake?

The work will be undertaken by volunteers but as it is on public land with an existing development approval, I wanted to get an idea of what approvals/endorsements would be required.

Happy to talk more if required, my number is [REDACTED] or [REDACTED].

Kind regards

[REDACTED]



**AUSTRALIAN CAPITAL TERRITORY**

# **DRAFT MEMORANDUM OF UNDERSTANDING**

**Dated** \_\_\_\_\_ 2012

**Parties**

**PARKS AND CITY SERVICES,  
TERRITORY AND MUNICIPAL  
SERVICES DIRECTORATE**

**CANBERRA OFF-ROAD CYCLISTS**

**MOU BETWEEN PACS AND CORC  
FOR THE MAINTENANCE OF THE DIRT  
BIKE JUMP TRACK LOCATED AT  
YERRABI PONDS DISTRICT PARK  
GUNGAHLIN**

**This memorandum of understanding** is made and entered into on this day,

April 2012

By and between

**CITY SERVICES, PARKS AND CITY SERVICES, TERRITORY AND  
MUNICIPAL SERVICES DIRECTORATE**

**AND**

**CANBERRA OFF ROAD CYCLISTS**

**WHEREAS**

City Services requires the Services specified in this

**AND WHEREAS**

Canberra Offroad Cyclists agrees to provide City Services the Services under the terms  
and conditions contained in this memorandum of understanding.

**NOW IT IS HEREBY AGREED** as follows:

## **PART 1. - CONDITIONS OF Memorandum of Understanding**

### ***1.1. CONSTRUCTION OF THE Memorandum of Understanding***

#### **1.1.1. General**

1.1.1.1. Reference to any enactment, order, regulation or other similar instrument will be construed to include any formal amendment.

1.1.1.2. Clause headings are for convenience only and will not be taken to form part of, or effect the interpretation of this Memorandum of Understanding.

1.1.1.3. The masculine includes the feminine.

1.1.1.4. Words in the singular include the plural and vice versa.

#### **1.1.2. Definitions of Terms**

1.1.2.1. In this Memorandum of Understanding, unless the contrary intention appears, the following definitions will apply.

“**Asset/s**” means any individual item owned, leased or in the control of Sport and Recreation Services within the open-space area, including Sportsgrounds.

“**Commencement Date**” means the 1 November 2011

“**Director General**” means the Head of the Directorate requiring the Service.

“**MOU Manager**” means person/s authorised to act on behalf of SRS to supervise the performance of the SLA.

“**Customer Service**” means the provision of polite, positive and professional services to all Customers.

“**Customers**” means members of the public.

“**Emergency Callout**” refers to any request or need to perform urgent work outside of normal working hours.

“**Employee**” means any person employed by PM to perform the Service.

“**Force Majeure**” means an event or effect that cannot reasonably be anticipated or controlled. This may include strikes, outbreaks of war, acts of God, fire, storm, flood, riot, and civil commotion.

“**Grain**” means the tendency of the turf to lay down in the one direction.

“**GST**” means a tax on goods and services and other things, including any value added tax or consumption tax that may be in force in Australia from time to time.

“**Litter**” means any discarded artificial materials and organic materials such as fruits and vegetables. Litter in paved areas means artificial material, soil, sand, grit, gravel, etc. loose items of vegetation (eg. branches and leaves), fruits and vegetables.

“**Month**” means a calendar month.

“**Person**” means a human being or corporation recognised in law as having certain rights and obligations.

**“Provisional Sum”** means a nominated sum of money by SRS for the Services as listed in Table C.

**“Schedule of Rates”** means the in schedule completed by PM. The priced schedule may be used to determine prices for non-routine project work.

**“Service Provider”** means Place Management, City Services (PM).

**“Memorandum of Understanding (MOU)”** means the MOU between the CS and CORC

**“Service/s”** means the Services to be performed under the MOU by CORC.

**“Site”** means where the Services are required to be performed.

**“Statement of Requirement”** means the requirements set out in Part 2 of the SLA.

**“Sub-contractor”** means any person or supplier performing any part of the Service on behalf of PM.

### **1.1.3. Authority of the MOU Manager**

- 1.1.3.1. CS must comply, and is to ensure that it's Employees and/or Sub-contractors comply with all reasonable directions by the SLA Manager in the performance of the Service or its obligations under the SLA. The appropriate PM Regional Supervisor should be the first point of contact for any concerns

### **1.1.4. Term of SLA**

- 1.1.4.1. The term of the SLA will be for a period of three (3) years from the Commencement Date.

## **1.2. PRICE AND PAYMENTS**

### **1.2.1. SLA Price**

1.2.1.1. SRS will hold the budget with PM to provide monthly billing and associated reporting to confirm actual works completed and incomplete.

1.2.1.2. The SLA charge rate application will be varied in cases such as:

- a) the addition or deletion of all or part of a Sportsground and/or facility;
- b) where the need arises to vary the scope of the SLA.

1.2.1.3. If this occurs, SRS will issue in writing the variation and the subsequent increase or decrease in the SLA charge rate applied in negotiation with PM and confirmed in writing the adjustment. For one off variations such as lower mowing for national events PM will provide a quotation based on current charge rates within the SLA. All variation requests will be recorded and referenced with a consecutive number and will be prepared by SRS and forwarded to PM.

1.2.1.4. At the end of each year of the SLA, the charge rate will be reviewed and adjusted in line with increases in the annual Wage Price Index.

*1.2.1.5 An indicative costing spreadsheet will be attached as Appendix 3 to assist with budget planning.*

### **1.2.2. Variations**

#### **1.2.2.1. Directions**

1.2.2.1.1. The SLA Manager may direct PM to:

- a) increase, decrease, add, omit, or
- b) change the level or frequency of the Service on any part of the specified Service to be performed or Asset to be maintained.

1.2.2.1.2. PM will not vary the Service or Assets, except as directed in writing by the SLA Manager or as outlined in the Statement of Requirement.

#### **1.2.2.2. Proposed Variations**

1.2.2.2.1. The SLA Manager may request PM to provide advice in relation to any proposed variation of:

- a) the expected effect on the Maintenance Program; and
- b) the cost involved, including details of the variation and any supporting evidence.

### **1.2.2.3. Valuation**

1.2.2.3.1 Where there is a variation the SLA Manager and PM will negotiate a reasonable rate.

1.2.2.3.2 All Variations must demonstrate 'Value for Money' and where necessary the variation may be benchmarked or market tested to ensure compliance.

## **1.3. PM EMPLOYEES AND EQUIPMENT**

### **1.3.1. Provision of Resources and Materials**

1.3.1.1. PM will provide Employees, vehicles, plant and equipment, materials and other resources of sufficient capacity, suitability and expertise to meet the SLA standards and Statement of Requirement.

### **1.3.2. Qualifications, Training and Knowledge**

1.3.2.1. PM Employees engaged within this SLA have the appropriate training, skills and knowledge to undertake the work in accordance with the Statement of Requirement.

1.3.2.2. PM Employees engaged to use pesticides do so, within the appropriate legislation.

### **1.3.3. Employment of People with Intellectual Disabilities**

1.3.3.1. During the term of the SLA, PM will engage people with intellectual disabilities from Koomarri with one (1) supervisor per team to carry out cleaning services to pavilions on the north side of Canberra.

What I'd propose to include in the PC&L/CORC MOU are the following:

Listing of involved parties- (PC&L rep liaison for project and who reports go to, CORC representative for inspections, reporting and co-ordination of maintenance works, nominated rider custodians with permission to maintain/carry out works)

Framework for reporting- (frequency of inspection, details to be included in reports, format for reporting, who reports go to, framework for informing CORC of any faults reported by the public)

Chain of command/authority (jurisdiction of parties, who has permission to close/open lines with chains, under what circumstances, who is permitted to authorise minor changes, what constitutes a minor change versus a significant change).

How many keys can be available for bollards (would need to be more than the single set I currently possess, preferably from my POV, I'd like CORC or the nominated custodian riders maintainers to have access to 3 sets.)

Protocols relating to the closure of lines, timeframe for rectification works etc.

My initial feelings are that we'd want myself (or similar CORC designated dirt jump committee member) and at least two custodian riders/maintainers who have inspection and reporting responsibilities weekly.

Reports would be emailed though to a single designated PC&L staff member and would include any incidents, any modifications, any closures and a report of any works carried out.

CORC DJ rep and both custodian riders to have the authority to close lines due to unauthorised mods, deterioration, need for maintenance work or due to inappropriate riding conditions (damp weather).

In the case of lines closed to reasons other than unauthorised mods, custodian riders to have authority to re-open lines once works completed or conditions deemed suitable.

In the case of works to rectify unauthorised mods, up for negotiation at to if the CORC DJ rep has the authority to re-open the lines at their discretion, or if PC&L require one of their staff to carry out an inspection first.

**Minor changes not requiring prior authorisation (but still requiring reporting):**

- movement of upramp and downramp lips forward or backward by up to 30cm
- shaping or grooming of jump faces, downramps and banked corners.
- modification of ride surface height by +/-200mm (any increase in height taking surface to a level greater than 200mm above original signoff configuration to require authorisation).

**Memorandum of Understanding between Parks and City Services (PACS ) and Canberra Off-Road Cyclists (CORC)**

**Introduction**

1. The development of a Memorandum of Understanding (MOU) exists between PACS and CORC for the purpose of inspection and maintenance of approved mountain bike trails at Yerrabi Ponds District Park in Gungahlin .
2. It seeks to achieve a common goal of ensuring YERRABI PONDS DISTRICT PARK is the premier outdoor recreation facility in Australia by ensuring that mountain bike infrastructure within YERRABI PONDS DISTRICT PARK is regularly inspected and maintained to an appropriate standard.
3. It seeks to set out the basic parameters, deliverables and expectations

between the two parties for the development of mountain bike infrastructure within YERRABI PONDS DISTRICT PARK.

### **Commitment**

4. PACS and CORC will work together in maintaining, planning and developing mountain bike infrastructure within YERRABI PONDS DISTRICT PARK.

### **Understandings**

5. PACS must manage YERRABI PONDS DISTRICT PARK for the benefit of all users, noting that from time to time there may be conflicting priorities between user groups.

6. PACS has demonstrated a commitment to working collaboratively with CORC in striving to plan, fund and build mountain bike infrastructure within YERRABI PONDS DISTRICT PARK.

7. CORC has demonstrated a commitment to the design, construction, maintenance and promotion of mountain bike infrastructure within YERRABI PONDS DISTRICT PARK. CORC has demonstrated a commitment to work with all other users of YERRABI PONDS DISTRICT PARK for the benefit of all users.

8. This document outlines a set of principles with a strategic framework that ensures PACS and CORC are action -oriented towards agreed goals.

## Definitions

**Approved Trail** - Any MTB trail at YERRABI PONDS DISTRICT PARK that has been approved by PACS

**CORC** – Canberra Off-Road Cyclists

**GST** - means Goods and Services Tax

**Fees** - All Fees and Charges stated in this MOU are stated as GST Exclusive.

Each party must provide the other with a correctly rendered Tax Invoice.

**IMBA** – International Mountain Bike Association. The industries peak body and subject matter expert on MTB trail design, building and maintenance.

**Inspect** – To visually inspect each of the approved trails for damages and conditions.

**MTB** – Mountain Bike.

**Maintain** – Service and ensure the approved MTB trails are kept to the IMBA standard for the duration of the MOU.

**Stromlo Forest Park** – A world-class multi-use, recreational sporting facility available to both recreational and professional users located at Mt Stromlo.

**Term** – The duration of the MOU as specified in the agreement.

**Territory Venues and Events (PACS)** The management group within the Department of Territory and Municipal Services (TAMS) responsible for the management and development of YERRABI PONDS DISTRICT PARK.

## Deliverables of MOU

### CORC

9. CORC agrees to inspect and maintain the approved trail network at YERRABI PONDS DISTRICT PARK under the following conditions:

- CORC agrees to comply, during and event, with the conditions of entry into YERRABI PONDS DISTRICT PARK and the conditions of use for each specific trail, track or circuit.
- CORC will advise all members and where feasible, the MTB community to comply with the conditions of entry into YERRABI PONDS DISTRICT PARK and the conditions of use for each specific trail, track or circuit.
- CORC agrees to provide a minimum of 1000 volunteer hours per annum to inspect, maintain, plan and develop mountain bike trails at YERRABI PONDS DISTRICT PARK. If additional hours are required to maintain the MTB trails to the required standard, CORC will provide this at no additional fee. If extensive works are required, the cost to complete this works is to be negotiated between PACS and CORC.
- CORC will inspect the approved trails at least weekly and prior to an approved MTB event (State Downhill Championships, etc)
- CORC are responsible for providing monthly reports on the status of all approved trails at YERRABI PONDS DISTRICT PARK, by track, including

(but not limited to):

- Condition,
  - Works completed,
  - Damages,
  - Work to be completed,
  - Recommendations and works to be completed, and
  - Photos where applicable.
- CORC are responsible for providing reports prior to and post a major event at YERRABI PONDS DISTRICT PARK.
  - CORC are responsible for the maintenance of all approved trails at YERRABI PONDS DISTRICT PARK to the IMBA Standard. CORC are to produce a schedule of works and will maintain the trails in accordance with this schedule.
  - CORC are responsible for the maintenance of all approved trails at YERRABI PONDS DISTRICT PARK to the satisfaction of the Environmental Protection Agency.
  - CORC agrees to provide written acquittal reports for expenditure on a quarterly basis.

### **Storage**

10. CORC agrees to provide a limited number of tools to assist in trail development (volunteers will also be encouraged to bring their own). CORC are responsible for the purchase, storage and maintenance of all equipment associated with this MOU.

11. Limited storage is available for regular used tools / equipment in the event pavilion at Stromlo Forest Park. PACS notes that CORC may purchase and store a container to remain at an agreed location at YERRABI PONDS DISTRICT PARK. PACS will not be responsible for the container, or its contents.

### **Damages to MTB trails**

12. Damages to the approved MTB trails, caused by storm, use during an event, etc, requiring repairs to ensure they are at the IMBA standard are covered under the MOU, except for extensive malicious damages, which PACS is required to pay for the repairs (within reason and negotiated).

13. If there are damages that PACS are to pay for, no work may be completed until such time as PACS have approved the works in writing. This approval will be done as soon as is practically possible.

### **Insurance**

14. CORC are responsible for providing volunteer insurance for all working bees or works associated with performing the services outlined in this MOU.

CORC are responsible for maintaining Public Liability Insurance to the value of \$10,000,000. Current copies of this insurance are to be provided to PACS on 1 July and 1 Dec each year for the life of the MOU.

## **PACS**

15. PACS agrees to pay CORC an annual fee at a set rate for the life of the MOU to assist with the maintenance of YERRABI PONDS DISTRICT PARK. The fee is to be used for the purchase of consumables or material required to assist in the maintenance of approved trails at Stromlo Forest Park. PACS will pay CORC \$10,000 in 06/07 and \$20,000 for 07/08 and each following successive year following for the life term of the MOU.

## **Review**

16. Both parties agree they will review this MOU in good faith prior to 1 July each year.

## **Terms of Payment**

17. The terms of payment are:

- CORC are to use this payment exclusively for the maintenance of the approved MTB trails at YERRABI PONDS DISTRICT PARK.
- Payment is to be paid by PACS to CORC immediately upon signing of this MOU for 06/07 and in two installments for each year following due 1 July and 1 January each of \$10,000.
- CORC are approved to use the payment to purchase consumables and material for use in maintaining the MTB trails.
- CORC are approved to use the payment to improve and or upgrade approved trails as part of the maintenance of existing approved trails. Any significant changes are to be approved in writing PACS prior to beginning any work.
- CORC are not permitted to use the payment to create additional trails without prior written approval from PACS.
- The fee is to be accountable annually, acquitted each year on 30 June.

## **Unused Funds**

18. CORC is to ensure all funding is expended each year. If there is an amount remaining, prior to the end of the financial year, these are to be expended on approved MTB trails at YERRABI PONDS DISTRICT PARK.

## **Additional Works**

19. Where appropriate, CORC may 'bid' for additional funds to provide

upgrades to the approved MTB trails or improvements at YERRABI PONDS DISTRICT PARK. PACS is under no obligation to support these requests however; each request will be looked at individually and in good faith.

### **Hiring Fees**

20. PACS agrees to waive any hiring fee for the use of Stromlo Forest Park for the following annual CORC managed events:

1. National Mountain Bike Championships (or agreed event); and
2. Scott24 Mountain Bike race (or agreed event).

21. CORC will be required to enter into a separate venue hiring agreement with PACS for the events at clause 12 to cover off terms of hiring, supply rights, responsibilities, fees for services, etc.

22. CORC acknowledges that PACS maintains all rights at YERRABI PONDS DISTRICT PARK. Specific events will have individual agreements that outline which organisation maintains specific rights for an event.

23. PACS agrees to set the total fees payable by CORC for the use of YERRABI PONDS DISTRICT PARK at \$3000 per annum for the life of the MOU. This payment is due to PACS on 1 July each year. This payment provides unlimited use of the approved MTB trails at YERRABI PONDS DISTRICT PARK for CORC managed club events.

24. CORC agrees to hire any additional equipment required for use by them from PACS at regular rates (4X generator and associated equipment, etc).

### **Event / Venue Management**

25. CORC is responsible for event managing all of their events at YERRABI PONDS DISTRICT PARK. CORC and PACS are to establish an agreed 'Event Plan' for each event where it is agreed additional safety measures or parameters are required to ensure the safety of participants or other users at YERRABI PONDS DISTRICT PARK.

26. CORC is required to advise PACS of all planned events to be held at YERRABI PONDS DISTRICT PARK using the appropriate booking forms submitted as early as possible.

### **Term**

27. The term of this MOU is from the date of this agreement for a period of three (3) years. The Agreement may be extended for one (1) further period of two (2) years duration by mutual agreement of the parties in writing. The maximum period of this Agreement is five (5) years.

**Termination**

28. This MOU may be terminated by either party by informing the other in writing that they do not wish to proceed with the MOU. A period of 90 days is to be advised prior to the termination taking place.

**Intellectual Property**

29. The intellectual property of all CORC managed events is owned by CORC and can only be used by other parties as agreed to by CORC, including film and photographic material.

30. The intellectual property of PACS is owned by PACS and can only be used by other parties as agreed to by PACS, including film and photographic material.

**Variation**

31. Any variation to this agreement must be agreed by both parties in writing.

**Authorising Officers**

Signed \_\_\_\_\_

**Neale Guthrie**  
Group General Manager,  
Territory Venues and Events

Date \_\_\_\_\_

Signed \_\_\_\_\_

██████████  
President  
Canberra Off-Road Cyclists (CORC)

Date

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DRAFT

**From:** [Schroder, Murray](#)  
**To:** [Bathgate, Brian](#)  
**Subject:** FW: Progress on gungahlin dirt jumps  
**Date:** Monday, 14 November 2011 11:41:49 AM

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Fyi and discussion

*Murray Schroder.*

Murray Schroder. Ranger in Charge. Parks North.  
Phone 02 62072318 | Fax 02 62072096 | Mobile [REDACTED] | Email. [murray.schroder@act.gov.au](mailto:murray.schroder@act.gov.au)  
Place Management, City Maintenance, Parks and City Services | Territory and Municipal Services Directorate | ACT Government  
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**From:** [REDACTED]  
**Sent:** Monday, 14 November 2011 9:05 AM  
**To:** [REDACTED]; Danny; Schroder, Murray; Hudson, Andrew; [REDACTED]  
**Subject:** Progress on gungahlin dirt jumps

I'm sending this out across Parks Conservation and Lands, CORC, Lions and Rotary and AFP folks who are involved with the Gungahlin dirt jump project.

I originally held great hopes that when they saw a facility being produced to meet their needs, local riders (and their parents) would be keen to assist to get things from the "basically shaped lumps of dirt" stage through to the "finished and rideable park" stage.

Sadly, this has not been the case. The main core user group of local riders are frustratingly apathetic. They are happy to come and ride, but have no interest in digging, even for the sections of the park they plan to use, being more than happy to continue riding at the local skate park until such time as the construction work has been done by someone else.

I have given up one day a weekend on most weekends since mid june to get building done, and while much progress has been made, an awful lot still needs doing [REDACTED]

[REDACTED] While I remain dedicated to the project, the degree of time allocation I have put in thus far is not sustainable.

I can (and will) hire in an excavator to complete the majority of the tidying work that remains, but the hand finishing and packing down, largely needs to be done by hand.

**At the present rate of progress, there is no way that the project will be ready to open by the end of the school term in time for holidays.**

We really need a couple of days where we have 20 or so willing folks on hand for the majority of the day to swing shovels and fire rakes. Not sure if this would mean contacting FM104.7, 106.3 or similar. All input or suggestions would be greatly appreciated.

I thank you all for your support thus far, you have helped to bring this project very close to completion, the frustration is to see it so close and yet still not quite there.

[REDACTED]



**From:** [Schroder, Murray](#)  
**To:** [Bathgate, Brian](#)  
**Cc:** [Hudson, Andrew](#)  
**Subject:** FW: Dirt Jumps MOU quick brain dump  
**Date:** Wednesday, 2 November 2011 11:08:39 AM

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Brian.

See below info / suggestions received from [REDACTED] (CORC).

I have written nothing. Who or what part of our organisation writes these documents? Timo wasn't that interested when I mentioned it to him a couple of months ago.

*Murray Schroder.*

**Murray Schroder. Ranger in Charge. Parks North.**

Phone 02 62072318 | Fax 02 62072096 | Mobile [REDACTED] | Email. [murray.schroder@act.gov.au](mailto:murray.schroder@act.gov.au)

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**From:** [REDACTED]  
**Sent:** Monday, 24 October 2011 2:09 PM  
**To:** Schroder, Murray; [REDACTED]; Hudson, Andrew  
**Subject:** Dirt Jumps MOU quick brain dump

Murray, [REDACTED] and Andrew,

What I'd propose to include in the PC&L/CORC MOU are the following:

Listing of involved parties- (PC&L rep liaison for project and who reports go to, CORC representative for inspections, reporting and co-ordination of maintenance works, nominated rider custodians with permission to maintain/carry out works)

Framework for reporting- (frequency of inspection, details to be included in reports, format for reporting, who reports go to, framework for informing CORC of any faults reported by the public)

Chain of command/authority (jurisdiction of parties, who has permission to close/open lines with chains, under what circumstances, who is permitted to authorise minor changes, what constitutes a minor change versus a significant change).

How many keys can be available for bollards (would need to be more than the single set I currently possess, preferably from my POV, I'd like CORC or the nominated custodian riders maintainers to have access to 3 sets.)

Protocols relating to the closure of lines, timeframe for rectification works etc.

My initial feelings are that we'd want myself (or similar CORC designated dirt jump committee member) and at least two custodian riders/maintainers who have inspection and reporting responsibilities weekly.

Reports would be emailed though to a single designated PC&L staff member and would

include any incidents, any modifications, any closures and a report of any works carried out.

CORC DJ rep and both custodian riders to have the authority to close lines due to unauthorised mods, deterioration, need for maintenance work or due to inappropriate riding conditions (damp weather).

In the case of lines closed to to reasons other than unauthorised mods, custodian riders to have authority to re-open lines once works completed or conditions deemed suitable.

In the case of works to rectify unauthorised mods, up for negotiation at to if the CORC DJ rep has the authority to re-open the lines at their discretion, or if PC&L require one of their staff to carry out an inspection first.

**Minor changes not requiring prior authorisation (but still requiring reporting):**

- movement of upramp and downramp lips forward or backward by up to 30cm
- shaping or grooming of jump faces, downramps and banked corners.
- modification of ride surface height by +/-200mm (any increase in height taking surface to a level greater than 200mm above original signoff configuration to require authorisation).

Open to any comments:



**From:** [Bathgate, Brian](#)  
**To:** [Zotti, Kristen](#)  
**Subject:** FW: CM media release dirt jumps  
**Date:** Wednesday, 1 June 2011 10:48:00 AM  
**Attachments:** [Dirt\\_jumps.doc](#)

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Regards

Brian Bathgate | Operations Manager Belconnen/Gungahlin |  
**Phone 02 62055350** | **Fax 02 62075366** | Email [brian.bathgate@act.gov.au](mailto:brian.bathgate@act.gov.au)  
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**From:** Alegria, Stephen  
**Sent:** Friday, 9 April 2010 2:19 PM  
**To:** Hughes, Stephen; Jeffress, Stuart; Boersma, Timo; Bootes, Trish; Bathgate, Brian  
**Subject:** CM media release dirt jumps

For your information.

Please see attached media release from the Minister committing us to find a site for a dirt jump park in Gungahlin.

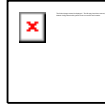
I had nothing to do with it!!

I will incorporate this into the background papers for the meeting on 21 April.

Regards

*Stephen Alegria*

A/Manager, Community and Volunteers  
Parks, Conservation and Lands  
Territory and Municipal Services  
Stromlo Depot  
500 Cotter Road Weston ACT 2611  
Ph. 02 6207 2547  
Mob. [REDACTED]  
Fax 02 6207 2544  
[stephen.alegria@act.gov.au](mailto:stephen.alegria@act.gov.au)



**Jon Stanhope MLA**  
**CHIEF MINISTER**

MINISTER FOR TRANSPORT MINISTER FOR TERRITORY AND MUNICIPAL SERVICES  
MINISTER FOR BUSINESS AND ECONOMIC DEVELOPMENT MINISTER FOR LAND AND PROPERTY SERVICES  
MINISTER FOR ABORIGINAL AND TORRES STRAIT ISLANDER AFFAIRS  
MINISTER FOR THE ARTS AND HERITAGE  
MEMBER FOR GINNINDERRA

## **MEDIA RELEASE**

/10

Date 2010

### **GOVT CONSIDERS GUNGAHLIN DIRT-JUMPS PROPOSAL**

Chief Minister Jon Stanhope has asked the Department of Territory and Municipal Services (TAMS) to find a site for dirt bike jumps in the Gungahlin area following a request from a local community group.

Mr Stanhope said the Canberra Off Road Cyclists group had written to him in March 2010 requesting a site for community-funded jumps for recreational riders.

He said the proposal had merit and he has asked TAMS to arrange a workshop with the group to work through any issues.

“The Government believes there is a place for legitimate dirt jumps in the Gungahlin area to meet the needs of youths and recreational riders,” Mr Stanhope said.

“I have asked TAMS to work with the Canberra Off Road Cyclists group to find a solution that meets the needs of riders while also minimising the impact on our nature reserves.

“The jumps will have to meet design, scale and safety requirements. A development application will also need to be lodged with the ACT Planning and Land Authority.”

Mr Stanhope said legitimate facilities could also reduce the need for riders to construct illegal jumps in the area.

“Unapproved and illegal jumps on public land pose a safety to riders and the community. They also take time and resource to identify and clean up and to rehabilitate the site.

“By providing a site for legitimate dirt jumps, the Government hopes to reduce the need for riders to build illegal and potentially unsafe jumps in the Gungahlin area.”

Mr Stanhope said the Government already caters for recreational riders with sign-posted tracks in Bruce, O'Connor and the Googong Foreshores and dedicated mountain bike trails in the Kowen and Majura forests.

Cycling enthusiasts also have access to tracks and courses at Stromlo Forest.

Statement Ends

**Media Contact: Jess Wurf**

**6205 0504**

**0411 772 700**

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