

s47E(d)

---

**From:** s47F [redacted]@rfs.nsw.gov.au>  
**Sent:** Monday, 15 May 2023 3:07 PM  
**To:** JOSS NSW  
**Subject:** AF 095 for your action  
**Attachments:** AF095.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

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Please see the attached AF 095 for your action.

OFFICIAL

Australian Government  
Department of DefenceAF 095  
Introduced 11 May 22

# Request for Non-Emergency Defence Assistance to the Civil Community (DACC)

DACC reference (JOSS use only)

## Instructions

### What is Defence Assistance to the Civil Community (DACC)?

Defence Assistance to the Civil Community (DACC) is a form of Defence assistance available to the Australian community. DACC provides the means through which Defence is able assist Federal, State and Territory Governments and non-government elements to deliver emergency and non-emergency support.

The provision of DACC is based on a number of factors and deliberate consideration is required to ensure Defence resources are used to deliver the core business of Defence. DACC support is normally short-term in nature, provided on a non-enduring basis and does not grant any rights to the organisation or individual receiving assistance. The decision to provide DACC support and commit Defence assets will depend on each circumstance and is to be made in full consideration of prevailing operational, fiscal and policy conditions.

DACC applies to support in Australia only. Defence support to overseas activities does not fall under the auspices of DACC.

### DACC Considerations

There are a number of considerations that Defence will take into account when assessing the Request for Assistance. The [Defence Assistance to the Civil Community Policy](#) lists the considerations used by Defence decision makers when reviewing DACC requests.

Should the DACC request be approved, a formal agreement will be prepared by Defence, which includes cost recovery and insurance requirements. This formal agreement will usually be in the form of a Deed (or a *Memorandum of Understanding (MOU) for Commonwealth agencies*). Information on the agreements, including example agreements and MOUs, may be found in Chapter 7 of the [Defence Assistance to the Civil Community Manual](#).

### More information on DACC:

Defence Website: [Support to the Australian Community](#)

### Defence High Profile Public Events Program

The Defence High Profile Public Events (HPPE) Program is a consolidated schedule of high profile planned events that is submitted bi-annually for approval, and potential cost waiver, by the Minister of Defence.

### What is a High Profile Public Event?

A High Profile Public Event (HPPE) is a large-scale commercial, public or community event where significant public exposure is likely. Defence's participation in HPPE is to strengthen the links between Defence and the community it serves, enhance the reputation of Defence and Defence industry, and maximise the appeal of Defence as an employer of choice to diverse groups across Australian society.

HPPE may include major sporting events, major motor racing events, large air shows, expositions, festivals and agricultural shows. Where major Defence commemorative activities, which were previously classified as ceremonial, meet the HPPE threshold, they will be managed as a HPPE.

**Please note that ADF aircraft are prohibited from operating within sporting stadiums to support engagement activities.**

For details on the Defence HPPE Program, click here:



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Please select the type of Defence support you are seeking for your activity from the list below:

<input type="radio"/> ADF Ceremonial support to a domestic ceremonial activity	Complete an <a href="#">ADF Ceremonial Support form</a> – available through the <a href="#">Defence website</a>
<input type="radio"/> Navy Band support to a domestic civil event	Complete a <a href="#">RAN Band Support Request form</a> – available through the Defence website
<input type="radio"/> Army Band support to a domestic civil event	Find an <a href="#">Army Band</a> on the Defence website
<input type="radio"/> RAAF Public Relations Support ( <i>RAAF Balloon, RAAF Roulettes, RAAF Bands</i> ) in Australia	Complete an <a href="#">Application for Air Force Support</a>
<input type="radio"/> Defence support to civil media, entertainment or non-news media activities in Australia	For more information, visit <a href="#">Defence Film and Television Requests</a> webpage
<input type="radio"/> Defence assistance to school aged work experience programs ( <i>Defence Youth</i> )	Visit Defence <a href="#">YouthHQ</a> website
<input type="radio"/> Other non-emergency support not listed above. This is non-emergency Defence Assistance to the Civil Community (DACC)	<b>Complete this form and submit to Defence</b>

## About This Form

### Lead Time

To allow sufficient time for the required Defence approvals to be obtained including the authorisation of the request, the request should be submitted a minimum of eight weeks before a decision from Defence is required.

### Activity Safety Risk Assessment

Requesting organisations/entities are to submit their activity/event safety risk management plan with this form.

### Insurance

Defence MAY require Non-Commonwealth agencies/entities to hold insurance to cover the risks of loss or damage associated with the support. Other Commonwealth agencies that are also insured by Comcover are NOT required to provide Proof of Insurance.

### Cost Recovery

Defence reserves the right to recover direct costs for non-emergency DACC support. This will be agreed with the requesting organisation and articulated in a formal DACC agreement.

### Public Security and Safety

For Events involving over 2000 people attending (*participating and spectating*) large gatherings and/or high-risk events, event organisers must liaise with the relevant state/territory Government event planning authorities to ensure that proper stakeholder consultation has occurred. Organisers of major events are to ensure that they have met their obligations under [Australia's Strategy for Protecting Crowded Places Against Terrorism](#).

### Other Required Documents

The requesting organisation must attach a valid Certificate of Currency for Public Liability insurance, the event/activity safety risk management plan and any other documents considered relevant to the DACC Request.

## Section 1 - Requesting Organisation/Entity Details

Name of requesting organisation or individual	
New South Wales Rural Fire Service	
Position held ( <i>ie President, Training Officer etc</i> )	Organisation ABN ( <i>if applicable</i> )
	25 003 129 221
Entity type	Contact name
State/Territory Government Agency	s47F
Contact phone number	Email address
s47F	s47F @rfs.nsw.gov.au

**OFFICIAL**



**OFFICIAL****Section 2 - Activity or event**

Activity/event type

Other

Name of activity or event

Transportation of Chinook CH-47 air frame (rotary) and associated parts from Canada to Australia.

Activity or event date

17 Jul 23

Times of activity or event

Activity or event date

Times of activity or event

Location of activity or event

YLOW Kelowna International Airport or YVR Vancouver International Airport, Canada to RAAF Base Richmond, Australia.

Activity or event description

Transportation of Chinook CH-47 air frame (rotary) and associated parts from Canada to Australia ahead of the 2023/24 bush fire season.

Location postcode

Number of participants

Number of spectators

N/A

N/A

Will there be media coverage?

☒ Yes ☐ No

If yes, provide further information

Given the nature of the purchase &amp; aircraft capabilities, media coverage is expected. NSW RFS will work with Defence regarding publicity regarding the proposed support.

Will the activity or event be publicly promoted via social media or any other means?

☒ Yes ☐ No

If yes, provide further information

Given the nature of the purchase &amp; aircraft capabilities, NSW RFS will work with Defence regarding publicity regarding the proposed support.

Will participants and/or spectators be charged a fee to attend the event?

☐ Yes ☒ No

Event Website

**Section 3 - Details of Defence Support**

Date of requested support

Times of requested support

Detail what task/s or effect/s you are seeking support from Defence to achieve

Defence resources have the ability and capacity to transport the Chinook CH-47 airframe in a timely manner, particularly given their regular travel routes between Canada and Australia. There is a need to ensure this aircraft is ready for deployment ahead of the 2023/24 bush fire season given the forecast and risk to the community (on the back of a triple La Nina event).

State what other avenues you have explored prior to approaching Defence, including commercial options

Commercial shipping options have been identified however due to availability and significant delays in the industry, these options will negatively affect the arrival of the aircraft and subsequent fitting out requirements ahead of the 2023/24 bush fire season.

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**OFFICIAL**

Is there any more information that you would like to add regarding your activity or the Defence support?

☒ Yes ☐ No

If yes, please provide information

The enhancement of State aviation capabilities will also lessen the reliance on Defence support during natural disasters.

Defence has assisted NSW RFS to transport previously purchased aircraft from Canada.

**Section 4 - Activity / Event Safety and Insurance**

**Section 5 - Submit to Defence** *(via Joint Operations Support Staff)*

State/ Territory	Area	JOSS Office	E-Mail Address
ACT		JOSS ACT/SNSW	s47E(d) @defence.gov.au
NSW	Except SW NSW SW NSW	JOSS NSW JOSS ACT/SNSW	s47E(d) @defence.gov.au s47E(d) @defence.gov.au
NT		JOSS NT	s47E(d) @defence.gov.au
QLD		JOSS QLD	s47E(d) @defence.gov.au
SA		JOSS SA	s47E(d) @defence.gov.au
TAS		JOSS Tas	s47E(d) @defence.gov.au
VIC		JOSS Vic	s47E(d) @defence.gov.au
WA		JOSS WA	s47E(d) @defence.gov.au
External Territories	Jervis Bay	JOSS NSW	s47E(d) @defence.gov.au
	Norfolk Island	JOSS QLD	s47E(d) @defence.gov.au
	Christmas Island Keeling (Cocos) Island	JOSS WA	s47E(d) @defence.gov.au
	Antarctic Stations	JOSS TAS	s47E(d) @defence.gov.au







Thanks & Regards,

s47E(d)

s47E(d)

Major

Manager – Defence Assistance to the Civil Community (DACC)

Joint Operations Support Staff NSW

Directorate of Operations and Training Area Management (DOTAM)

s47E(d)

**Mob:** s47E(d) (Primary contact number)

**JOSS Mob:** s47E(d)

**Duty Mob:** s47E(d)

**Group Email:** s47E(d) @defence.gov.au

**Email:** s47E(d) @defence.gov.au

Visit us on (Intranet) at:

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**From:** s47E(d) @defence.gov.au>

**Sent:** Monday, 29 May 2023 8:39 AM

**To:** s47F ington@rfs.nsw.gov.au>

**Cc:** s47F @rfs.nsw.gov.au>; s47F @rfs.nsw.gov.au>; s47F

@rfs.nsw.gov.au>; s47F @rfs.nsw.gov.au>; s47F

@rfs.nsw.gov.au>; s47F JOSS NSW

s47E(d) @defence.gov.au>

**Subject:** 230529 - RE: 230515 - DACC 5 Request - Airframe Transportation [SEC=OFFICIAL]

## OFFICIAL

Good morning s47F

Your DACC 5 request had already been approved by CDF with TASKORD issued.

Like last DACC 5 request, please have s47F to contact 1 JMU for delivery arrangement.

1 JMU OPS - s47E(d) AT)DEFENCE.GOV.AU, s47E(d) .  
s47E(d) @defence.gov.au)

I am preparing Deed for Provision to be cleared by MSC Legal.

Regards,

s47E(d)

s47E(d)

Major

Manager – Defence Assistance to the Civil Community (DACC)  
Joint Operations Support Staff NSW  
Directorate of Operations and Training Area Management (DOTAM)  
s47E(d)

**Mob:** s47E(d) (Primary contact number)

**JOSS Mob:** s47E(d)

**Duty Mob:** s47E(d)

**Group Email:** s47E(d) [@defence.gov.au](mailto:s47E(d)@defence.gov.au)

**Email:** s47E(d) [@defence.gov.au](mailto:s47E(d)@defence.gov.au)

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---

**From:** s47F [@rfs.nsw.gov.au](mailto:s47F@rfs.nsw.gov.au)>

**Sent:** Tuesday, 16 May 2023 12:21 PM

**To:** JOSS NSW s47E(d) [@defence.gov.au](mailto:s47E(d)@defence.gov.au)>

**Cc:** s47F [@rfs.nsw.gov.au](mailto:s47F@rfs.nsw.gov.au)>; s47F [@rfs.nsw.gov.au](mailto:s47F@rfs.nsw.gov.au)>; s47F

[@rfs.nsw.gov.au](mailto:s47F@rfs.nsw.gov.au)>; s47F [@rfs.nsw.gov.au](mailto:s47F@rfs.nsw.gov.au)>; s47F

[@rfs.nsw.gov.au](mailto:s47F@rfs.nsw.gov.au)>; s47F

**Subject:** RE: 230515 - DACC 5 Request - Airframe Transportation [SEC=OFFICIAL]

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Thank you – much appreciated.

Regards,

**Assistant Commissioner** s47F

**Director, State Operations**

**NSW RURAL FIRE SERVICE**

State Headquarters 4 Murray Rose Avenue Sydney Olympic Park NSW 2127 | Locked Bag 17 Granville NSW 214

**P** s47F **M** s47F **E** s47F [@rfs.nsw.gov.au](mailto:s47F@rfs.nsw.gov.au)

**PREPARE. ACT. SURVIVE.**

---

**From:** s47E(d) [@defence.gov.au](mailto:s47E(d)@defence.gov.au)> **On Behalf Of** JOSS NSW

**Sent:** Monday, 15 May 2023 15:37

**To:** s47F [@rfs.nsw.gov.au](mailto:s47F@rfs.nsw.gov.au)>

**Cc:** s47F [@rfs.nsw.gov.au](mailto:s47F@rfs.nsw.gov.au)>; s47F [@rfs.nsw.gov.au](mailto:s47F@rfs.nsw.gov.au)>; s47F

[@rfs.nsw.gov.au](mailto:s47F@rfs.nsw.gov.au)>; s47F [@rfs.nsw.gov.au](mailto:s47F@rfs.nsw.gov.au)>; s47F

[@rfs.nsw.gov.au](mailto:s47F@rfs.nsw.gov.au)>; s47F JOSS NSW



s47E(d) [redacted] @defence.gov.au>

**Subject:** 230515 - DACC 5 Request - Airframe Transportation [SEC=OFFICIAL]

## OFFICIAL

Good afternoon s47F [redacted]

Thanks for submitting your DACC 5 request in the updated form.  
It has been registered as 5655150523 and forward to our MSC for further process.

The Department of Defence is committed to assisting the civil community in both emergency and non-emergency situations.

As your request for Defence support is significant, please be patient as we take the time to consider your request and

engage with internal stakeholders to scope your requirements.

For your awareness, the key considerations on Defences support to requests of this nature are:

- Defences operational requirements at the time
- Whether State and commercial alternatives been considered and if so why they have been deemed unsuitable.
- The reputational considerations that will attract ministerial attention (enhance the image and reputation of Defence and demonstrate the capabilities, discipline and professionalism of the men and women who serve the nation).
- The possibility for Defence recovery of the direct cost or part costs, particularly when the request is from profit-making organisations.
- Your acceptance of Defence indemnity and insurance requirements.

Any supporting information you can provide to demonstrate the above will assist in the consideration process.

If you have any questions, please [do not hesitate to contact the undersigned](#).

Regards,

s47E(d) [redacted]

Major

Manager – Defence Assistance to the Civil Community (DACC)

Joint Operations Support Staff NSW

Directorate of Operations and Training Area Management (DOTAM)

s47E(d) [redacted]

**Mob:** s47E(d) [redacted] (Primary contact number)

**JOSS Mob:** s47E(d) [redacted]

**Duty Mob:** s47E(d) [redacted]

**Group Email:** s47E(d) [redacted] @defence.gov.au

**Email:** s47E(d) [redacted] @defence.gov.au

Visit us on (Intranet) at [redacted]

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any cost greater than that would be a DACC 5 request. Cost for transportation of helicopter was significant and I advised you to refill the updated DACC form and submitted it as DACC 5 Request.

This time, I would like to advise you to refill the updated DACC Request form (see attached AF095) again so that I can submit it to our MSC for process. Since it is a DACC 5 request with significant cost, MSC will have to work with 1 JMU for cost estimation & delivery arrangement and this DACC 5 request will have to be approved by CDF like your last DACC 5 request.

For your Certificate of Currency, it is valid up to 30 Jun 2023.  
Since the helicopter will be available for transport from 17 July 2023, please provide me the updated Certificate of Currency when available.

Look forward to receiving your DACC request in the updated form.

Regards,

s47E(d)

s47E(d)

Major  
Manager – Defence Assistance to the Civil Community (DACC)  
Joint Operations Support Staff NSW  
Directorate of Operations and Training Area Management (DOTAM)  
s47E(d)

**Mob:** s47E(d) (Primary contact number)

**JOSS Mob:** s47E(d)

**Duty Mob:** s47E(d)

**Group Email:** s47E(d) @defence.gov.au

**Email:** s47E(d) @defence.gov.au

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---

**From:** s47F @rfs.nsw.gov.au>

**Sent:** Monday, 15 May 2023 12:29 PM

**To:** JOSS NSW s47E(d) @defence.gov.au>

**Cc:** s47F @rfs.nsw.gov.au>; s47F @rfs.nsw.gov.au>; s47F

@rfs.nsw.gov.au>; s47F @rfs.nsw.gov.au>; s47F

@rfs.nsw.gov.au>; s47F

**Subject:** DACC 4 Request - Airframe Transportation

**Importance:** High

**⚠ EXTERNAL EMAIL:** Do not click any links or open any attachments unless you trust the sender and know the content is safe. **⚠**

Good afternoon Major s47E(d)

Thank you again for your assistance regarding the recent DACC request.

El Nino conditions are likely during the 2023/24 fire season and coupled with record fuel loads on the back of recent flooding, will result in increased bush/grass fire risk and activity across the State.

In addition to our recent aircraft, NSW RFS has recently purchased an additional Chinook CH-47 helicopter which is currently in the Canada and will be available for transport from 17 July 2023.

Commercial shipping options have been identified however due to availability and industry delays, these options will negatively affect the arrival of the aircraft and subsequent fitting out requirements ahead of the 2023/24 fire season.

Please find attached an updated DACC 4 request (similar to the previous submitted and actioned) and Certificate of Currency for consideration.

It is noted this request will increased State aviation capabilities and will lessen the reliance on Defence support during natural disasters.

Should your office require further information or wish to discuss this request, I can be contacted on the details below.

Thank you in advance for your assistance.

Regards,

**Assistant Commissioner** s47F

**Director, State Operations**

**NSW RURAL FIRE SERVICE**

State Headquarters 4 Murray Rose Avenue Sydney Olympic Park NSW 2127 | Locked Bag 17 Granville NSW 214

**P** s47F **M** s47F **E** s47F [@rfs.nsw.gov.au](mailto:@rfs.nsw.gov.au)



**PREPARE. ACT. SURVIVE.**



s47E(d)

---

**From:** s47F [redacted]@rfs.nsw.gov.au>  
**Sent:** Tuesday, 30 May 2023 5:20 PM  
**To:** s47E(d) [redacted]  
**Subject:** Ch47

 **EXTERNAL EMAIL:** Do not click any links or open any attachments unless you trust the sender and know the content is safe. 

Hi mate

Further to our conversation

The aircraft will be ready by the 15th of July

Closet airport is San Bernardino in California

Get [Outlook for iOS](#)

s47E(d)

**From:** s47E(d) on behalf of JOSS NSW  
**Sent:** Friday, 2 June 2023 11:04 AM  
**To:** s47F  
**Cc:** s47F; s47F; s47F; s47F; s47F  
s47F; s47F; JOSS NSW  
**Subject:** 230602 - 230531 - RE: 230529 - RE: 230515 - DACC 5 Request - Airframe  
Transportation [SEC=OFFICIAL]

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**OFFICIAL**

Good morning s47F

Thanks for your confirmation that the pick-up location for the CH-47 will remain at Vancouver International Airport.  
I will inform MSC.

s47F can continue his discussion with 1 JMU for the appropriate time & date for pick up & delivery.

s22

Regards,

s47E(d)

s47E(d)

Major  
Manager – Defence Assistance to the Civil Community (DACC)  
Joint Operations Support Staff NSW  
Directorate of Operations and Training Area Management (DOTAM)  
s47E(d)

**Mob:** s47E(d) (Primary contact number)

**JOSS Mob:** s47E(d)

**Duty Mob:** s47E(d)

**Group Email:** s47E(d) @defence.gov.au

**Email:** s47E(d) @defence.gov.au

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**From:** s47F @rfs.nsw.gov.au>  
**Sent:** Friday, 2 June 2023 8:36 AM  
**To:** JOSS NSW s47E(d) @defence.gov.au>



**Subject:** RE: 230531 - RE: 230529 - RE: 230515 - DACC 5 Request - Airframe Transportation [SEC=OFFICIAL]

If yes, please resubmit the DACC Request Form with the new pick up point so that we can proceed with new approval process.

Thanks & Regards,

s47E(d)

s47E(d)

Major  
Manager – Defence Assistance to the Civil Community (DACC)  
Joint Operations Support Staff NSW  
Directorate of Operations and Training Area Management (DOTAM)  
s47E(d)

Mob: s47E(d) (Primary contact number)

JOSS Mob: s47E(d)

Duty Mob: s47E(d)

Group Email: s47E(d) @defence.gov.au

Email: s47E(d) @defence.gov.au

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---

From: s47F @rfs.nsw.gov.au>

Sent: Monday, 29 May 2023 8:54 AM

To: JOSS NSW s47E(d) @defence.gov.au>

Cc: s47F @rfs.nsw.gov.au>; s47F @rfs.nsw.gov.au>; s47F

@rfs.nsw.gov.au>; s47F @rfs.nsw.gov.au>; s47F

@rfs.nsw.gov.au>; s47F

Subject: RE: 230529 - RE: 230515 - DACC 5 Request - Airframe Transportation [SEC=OFFICIAL]

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Thank you Major s47E(d) this is great news and very much appreciated.

s47F will be in contact to confirm pick-up airport/location.

Please let me know if there is anything else you require for the Deed.

Once again, please accept my sincere thanks for this assistance.

Regards,



Assistant Commissioner s47F

Director, State Operations

NSW RURAL FIRE SERVICE

State Headquarters 4 Murray Rose Avenue Sydney Olympic Park NSW 2127 | Locked Bag 17 Granville NSW 2142

P s47F M s47F E s47F @rfs.nsw.gov.au

PREPARE. ACT. SURVIVE.

From: s47E(d) @defence.gov.au> On Behalf Of JOSS NSW

Sent: Monday, 29 May 2023 08:51

To: s47F @rfs.nsw.gov.au>

Cc: s47F @rfs.nsw.gov.au>; s47F @rfs.nsw.gov.au>; s47F

@rfs.nsw.gov.au>; s47F @rfs.nsw.gov.au>; s47F

@rfs.nsw.gov.au>; s47F ; JOSS NSW

s47E(d) @defence.gov.au>

Subject: 230529 - RE: 230515 - DACC 5 Request - Airframe Transportation [SEC=OFFICIAL]

## OFFICIAL

Good morning s47F

For the collection of Chinook, will it be YLW Kelowna International Airport or YVR Vancouver International Airport ?  
Please check and advise so that I can put the correct information onto the Deed.

Thanks & Regards,

s47E(d)

s47E(d)

Major

Manager – Defence Assistance to the Civil Community (DACC)

Joint Operations Support Staff NSW

Directorate of Operations and Training Area Management (DOTAM)

s47E(d)

Mob: s47E(d) (Primary contact number)

JOSS Mob: s47E(d)

Duty Mob: s47E(d)

Group Email: s47E(d) @defence.gov.au

Email: s47E(d) @defence.gov.au

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From: s47E(d) @defence.gov.au>

Sent: Monday, 29 May 2023 8:39 AM

To: s47F @rfs.nsw.gov.au>

Cc: s47F @rfs.nsw.gov.au>; s47F @rfs.nsw.gov.au>; s47F

@rfs.nsw.gov.au>; s47F @rfs.nsw.gov.au>; s47F

s47F [redacted] <[redacted]@rfs.nsw.gov.au>; s47F [redacted]; JOSS NSW  
s47E(d) [redacted] <[redacted]@defence.gov.au>

Subject: 230529 - RE: 230515 - DACC 5 Request - Airframe Transportation [SEC=OFFICIAL]

**OFFICIAL**

Good morning s47 [redacted],

Your DACC 5 request had already been approved by CDF with TASKORD issued.  
Like last DACC 5 request, please have s47F [redacted] to contact 1 JMU for delivery arrangement.

1 JMU OPS - s47E(d) [redacted] (AT)DEFENCE.GOV.AU, s47E(d) [redacted]  
s47E(d) [redacted] <[redacted]@defence.gov.au>

I am preparing Deed for Provision to be cleared by MSC Legal.

Regards,

s47E(d) [redacted]

s47E(d) [redacted]

Major  
Manager – Defence Assistance to the Civil Community (DACC)  
Joint Operations Support Staff NSW  
Directorate of Operations and Training Area Management (DOTAM)  
s47E(d) [redacted]

Mob: s47E(d) [redacted] (Primary contact number)

JOSS Mob: s47E(d) [redacted]

Duty Mob: s47E(d) [redacted]

Group Email: s47E(d) [redacted] <[redacted]@defence.gov.au>

Email: s47E(d) [redacted] <[redacted]@defence.gov.au>

Visit us on (Intranet) at: [redacted]

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---

From: s47F [redacted] <[redacted]@rfs.nsw.gov.au>

Sent: Tuesday, 16 May 2023 12:21 PM

To: JOSS NSW s47E(d) [redacted] <[redacted]@defence.gov.au>

Cc: s47F [redacted] <[redacted]@rfs.nsw.gov.au>; s47F [redacted] <[redacted]@rfs.nsw.gov.au>; s47F [redacted]

[redacted] <[redacted]@rfs.nsw.gov.au>; s47F [redacted] <[redacted]@rfs.nsw.gov.au>; s47F [redacted]

[redacted] <[redacted]@rfs.nsw.gov.au>; s47F [redacted]

Subject: RE: 230515 - DACC 5 Request - Airframe Transportation [SEC=OFFICIAL]

**⚠ EXTERNAL EMAIL:** Do not click any links or open any attachments unless you trust the sender and know the content is safe. **⚠**

Thank you – much appreciated.

Regards,

**Assistant Commissioner** s47F

**Director, State Operations**

**NSW RURAL FIRE SERVICE**

State Headquarters 4 Murray Rose Avenue Sydney Olympic Park NSW 2127 | Locked Bag 17 Granville NSW 214

P s47F M s47F E s47F [@rfs.nsw.gov.au](mailto:s47F@rfs.nsw.gov.au)

**PREPARE. ACT. SURVIVE.**

---

**From:** s47E(d) [@defence.gov.au](mailto:s47E(d)@defence.gov.au) **On Behalf Of** JOSS NSW

**Sent:** Monday, 15 May 2023 15:37

**To:** s47F [@rfs.nsw.gov.au](mailto:s47F@rfs.nsw.gov.au)

**Cc:** s47F [@rfs.nsw.gov.au](mailto:s47F@rfs.nsw.gov.au); s47F [@rfs.nsw.gov.au](mailto:s47F@rfs.nsw.gov.au); s47F

[@rfs.nsw.gov.au](mailto:s47F@rfs.nsw.gov.au); s47F [@rfs.nsw.gov.au](mailto:s47F@rfs.nsw.gov.au); s47F

[@rfs.nsw.gov.au](mailto:s47F@rfs.nsw.gov.au); s47F [@rfs.nsw.gov.au](mailto:s47F@rfs.nsw.gov.au); JOSS NSW  
s47F [@defence.gov.au](mailto:s47F@defence.gov.au)

**Subject:** 230515 - DACC 5 Request - Airframe Transportation [SEC=OFFICIAL]

## OFFICIAL

Good afternoon s47F,

Thanks for submitting your DACC 5 request in the updated form.  
It has been registered as 5655150523 and forward to our MSC for further process.

The Department of Defence is committed to assisting the civil community in both emergency and non-emergency situations.

As your request for Defence support is significant, please be patient as we take the time to consider your request and

engage with internal stakeholders to scope your requirements.

For your awareness, the key considerations on Defences support to requests of this nature are:

- Defences operational requirements at the time
- Whether State and commercial alternatives been considered and if so why they have been deemed unsuitable.
- The reputational considerations that will attract ministerial attention (enhance the image and reputation of Defence and demonstrate the capabilities, discipline and professionalism of the men and women who serve the nation).
- The possibility for Defence recovery of the direct cost or part costs, particularly when the request is from profit-making organisations.
- Your acceptance of Defence indemnity and insurance requirements.

Any supporting information you can provide to demonstrate the above will assist in the consideration process.

If you have any questions, please [do not hesitate to contact the undersigned](#).



Regards,

s47E(d)

s47E(d)

Major

Manager – Defence Assistance to the Civil Community (DACC)

Joint Operations Support Staff NSW

Directorate of Operations and Training Area Management (DOTAM)

s47E(d)

**Mob:** s47E(d) (Primary contact number)

**JOSS Mob:** s47E(d)

**Duty Mob:** s47E(d)

**Group Email:** s47E(d) [@defence.gov.au](mailto:s47E(d)@defence.gov.au)

**Email:** s47E(d) [@defence.gov.au](mailto:s47E(d)@defence.gov.au)

Visit us on (Intranet) at

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---

**From:** s47F [@rfs.nsw.gov.au](mailto:s47F@rfs.nsw.gov.au)>

**Sent:** Monday, 15 May 2023 3:08 PM

**To:** JOSS NSW s47E(d) [@defence.gov.au](mailto:s47E(d)@defence.gov.au)>

**Cc:** s47F [@rfs.nsw.gov.au](mailto:s47F@rfs.nsw.gov.au)>; s47F [@rfs.nsw.gov.au](mailto:s47F@rfs.nsw.gov.au)>; s47F [@rfs.nsw.gov.au](mailto:s47F@rfs.nsw.gov.au)>; s47F [@rfs.nsw.gov.au](mailto:s47F@rfs.nsw.gov.au)>; s47F [@rfs.nsw.gov.au](mailto:s47F@rfs.nsw.gov.au)>; s47F [@rfs.nsw.gov.au](mailto:s47F@rfs.nsw.gov.au)>

**Subject:** RE: 230515 - DACC 5 Request - Airframe Transportation [SEC=OFFICIAL]

**⚠ EXTERNAL EMAIL:** Do not click any links or open any attachments unless you trust the sender and know the content is safe. ⚠.

Thanks again s47F – my apologies for the misunderstanding.

A DACC 5 has now been completed and submitted along with the Certificate of Currency.

A Certificate of Currency for 2023/24 will be provided once it has been received by the organisation.

Please let me know if you require anything further in the meantime.

Regards,

**Assistant Commissioner** s47F

**Director, State Operations**

**NSW RURAL FIRE SERVICE**

State Headquarters 4 Murray Rose Avenue Sydney Olympic Park NSW 2127 | Locked Bag 17 Granville NSW 214

**P** s47F **M** s47F **E** s47F [@rfs.nsw.gov.au](mailto:s47F@rfs.nsw.gov.au)

**OFFICIAL**

Group Email: s47E(d) @defence.gov.au  
Email: s47E(d) @defence.gov.au

Visit us on (Intranet) at [REDACTED]

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---

**From:** s47F [REDACTED] @rfs.nsw.gov.au>  
**Sent:** Monday, 15 May 2023 12:29 PM  
**To:** JOSS NSW s47E(d) @defence.gov.au>  
**Cc:** s47F [REDACTED] @rfs.nsw.gov.au>; s47F [REDACTED] @rfs.nsw.gov.au>; s47F [REDACTED] @rfs.nsw.gov.au>; s47F [REDACTED] @rfs.nsw.gov.au>; s47F [REDACTED] @rfs.nsw.gov.au>; s47F [REDACTED] @rfs.nsw.gov.au>; s47F [REDACTED] @rfs.nsw.gov.au>  
**Subject:** DACC 4 Request - Airframe Transportation  
**Importance:** High

**⚠ EXTERNAL EMAIL:** Do not click any links or open any attachments unless you trust the sender and know the content is safe. ⚠.

Good afternoon Major s47E(d) [REDACTED]

Thank you again for your assistance regarding the recent DACC request.

El Nino conditions are likely during the 2023/24 fire season and coupled with record fuel loads on the back of recent flooding, will result in increased bush/grass fire risk and activity across the State.

In addition to our recent aircraft, NSW RFS has recently purchased an additional Chinook CH-47 helicopter which is currently in the Canada and will be available for transport from 17 July 2023.

Commercial shipping options have been identified however due to availability and industry delays, these options will negatively affect the arrival of the aircraft and subsequent fitting out requirements ahead of the 2023/24 fire season.

Please find attached an updated DACC 4 request (similar to the previous submitted and actioned) and Certificate of Currency for consideration.

It is noted this request will increase State aviation capabilities and will lessen the reliance on Defence support during natural disasters.

Should your office require further information or wish to discuss this request, I can be contacted on the details below.

Thank you in advance for your assistance.

Regards,



 Assistant Commissioner s47F 

Director, State Operations

**NSW RURAL FIRE SERVICE**

State Headquarters 4 Murray Rose Avenue Sydney Olympic Park NSW 2127 | Locked Bag 17 Granville NSW 214

P s47F 

M s47F 

E s47F 

[@rfs.nsw.gov.au](mailto:@rfs.nsw.gov.au)

  
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From: s47E(d)  
To: s47F @rfs.nsw.gov.au  
Cc: JM HQ OPS  
Subject: RFS CH47 - Ramps for CH47 Loading [SEC=UNOFFICIAL]  
Date: Friday, 9 June 2023 1:42:40 PM  
Attachments: image001.jpg  
image003.png

UNOFFICIAL

Good Afternoon s47F

PFB ramp dimensions and picture of ramp for your construction and planners.

Table 2 Shoring Type, Location and Quantities

SHORING TYPE	LOCATION	OVERALL SIZE	MATERIAL	NUMBER
Approach	Over C-17A Ramp Toes	42 ½ inches long by 19 ¾ Inches wide by 2¾ inches high	Softwood or Plywood	4
Rolling	C-17A Ramp Toes	90 inches long by 18 Inches wide by ¾ inches high	Softwood or Plywood	4
Rolling	C-17A Ramp	96 inches long by 18 Inches wide by ¾ inches high	Softwood or Plywood	12
Parking	Under Aft pylon Dolly Stabilisers	18 inches long by 18 Inches wide by ¾ inches high	Softwood or Plywood	6



Thanks for your time this afternoon s47F

Sincerely,

s47E(d)

s47E(d)  
HQ JM – Operations Desk Officer



**Headquarters Joint Movements**  
Joint Logistics Command  
s47E(d), PO Box 7928, Canberra BC ACT 2610  
Personal: s47E(d) | Group: s47E(d)  
Duty Officer: s47E(d)  
Group Email: s47E(d) @defence.gov.au

Visit us on SharePoint (Intranet) at:





From: s47E(d)  
To: s47F  
Cc: 3M.HQ.DPS  
Subject: OP Angry Chook - Update to MSN (SEC=OFFICIAL)  
Date: Wednesday, 12 July 2023 3:48:24 PM  
Attachments: image001.jpg  
image002.png  
image006.jpg

**OFFICIAL**

Good Afternoon s47F,

Thanks for the land permit, I will be sending that off to Travis AFB for actioning.  
If I require any further documentation, I will advise ASAP.

Can you please provide the below (to me) for RAAF?

- TechPrep certificate – produced by RFS contractors stateside
- Axle weights – either by contractors via ATOC or LMs with their own set of pad scales, this will require access to towbar and tow vehicle
- Contractor to comply with all loading instructions within the SCI
- Contractor to supply enough pers to conduct loading, observers/steering operators etc min 8 pers

Furthermore, below is the updated schedule for pick up – ASY667 / MSN3655 (for your customs broker).

The plan is for **onload to commence on TUES 25 JUL** – any remaining materials that require onload can be loaded prior to departure on the WED 26 JUL.

The CH47D is scheduled to arrive at RAAF Richmond on the **29 JUL at 0930!**

**Itinerary**

Dep Loc #	Dep ICAO	Sch Dep Time (UTC)	Sch Dep Time Local	Arr ICAO	Sch Arr Time (UTC)	Sch Arr Time Local	Cargo (Lbs)	Pax
100	YAMB	23 Jul 23 22:30	24 Jul 23 08:30	PHIK	24 Jul 23 08:00	23 Jul 23 22:00		0
200	PHIK	25 Jul 23 00:00	24 Jul 23 14:00	KSUU	25 Jul 23 05:00	24 Jul 23 22:00		0
300	KSUU	26 Jul 23 19:00	26 Jul 23 12:00	PHIK	27 Jul 23 00:30	26 Jul 23 14:30	25530	0
400	PHIK	27 Jul 23 19:00	27 Jul 23 09:00	YAMB	28 Jul 23 05:00	28 Jul 23 15:00	25530	0
500	YAMB	28 Jul 23 22:30	29 Jul 23 08:30	YSRI	28 Jul 23 23:30	29 Jul 23 09:30	25530	0
600	YSRI	29 Jul 23 02:15	29 Jul 23 12:15	YAMB	29 Jul 23 03:15	29 Jul 23 13:15		0

As always s47F if you have any questions, please contact me.  
Thank you for your time!

Sincerely,

s47E(d)

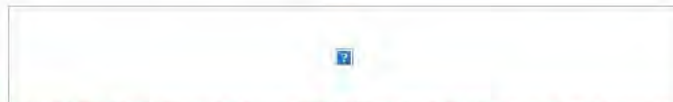
s47E(d)

HQ JM – Operations Desk Officer



**Headquarters Joint Movements**  
Joint Logistics Command  
s47E(d), PO Box 7928, Canberra BC ACT 2610  
Personal: s47E(d) | Group: s47E(d)  
Duty Officer: s47E(d)  
Group Email: s47E(d)@defence.gov.au

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**From:** s47E(d)  
**To:** s47F, s47E(d), s47E(d)  
**Cc:** [JM HQ OPS](#); [AMB 36SON Ops](#)  
**Subject:** MSN3655 - CH-47D Onload POC"s [SEC=OFFICIAL]  
**Date:** Friday, 14 July 2023 8:45:24 AM  
**Attachments:** [Loading Instruction CH-47D on C17 Mark-up.pdf](#)  
[image001.png](#)

---

## OFFICIAL

Good Morning s47F, LM Team,

### LM Team,

For the upcoming MSN, s47F is the RFS POC (based in AUS) who is your direct link to all the contractors in the US. These contractors will assist with the onload of the CH-47D, some of these people will also be present for the unload of the CH-47D at YSRI. *Please liaise with s47F as you see fit.* I only ask that if you have any communication with s47F, please keep me in the loop. Otherwise, for any other questions or concerns, please contact me and I will happily assist.

s47F number s47F

FYSA: the attached publication is the current load plan, however please note the weights for the CH-47D are less than the publication:

Total weight: 23,932 lbs

Front Axle: 15,104 lbs

Rear Axle: 8,828 lbs

s47F

The gentlemen in this email are the Loadmasters for the C17A pick up the CH-47D. Please liaise with your US team and the LM Team as you need for onload timings, etc.

If you have any issues, please contact me and I will happily assist.

The LM Team contact details are below:

s47E(d)

s47E(d)

Thank you Gents for your time.

If you have any questions or queries, please contact me on the below details.

Sincerely,

s47E(d)

s47E(d)

HQ JM – Operations Desk Officer

**Headquarters Joint Movements**  
Joint Logistics Command



s47E(d) [redacted], PO Box 7928, Canberra BC ACT 2610

**Phone:** s47E(d) [redacted] | **Mobile:** s47E(d) [redacted]

**HQJM Group:** s47E(d) [redacted] | **Duty Officer:** s47E(d) [redacted]

**Group Email:** s47E(d) [redacted] [@defence.gov.au](mailto:[redacted]@defence.gov.au)

Visit us on SharePoint (Intranet) at:

[redacted]

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s22

**From:** "s47E(d)" <s47E(d)@defence.gov.au>  
**Date:** 19 July 2023 at 1:25:31 pm AEST  
**To:** AMB 36SQN Ops s47E(d)@defence.gov.au>, "s47E(d)"  
 "s47E(d)" <s47E(d)@defence.gov.au>, s47F  
 @rfs.nsw.gov.au>  
**Cc:** AMB 23SQN AMS OPS s47E(d)@defence.gov.au>, AMCC Ops  
 s47E(d)@defence.gov.au>, RIC AMTDU ADSS  
 s47E(d)@defence.gov.au>  
**Subject:** AMTDU SCI240 - RFS CH-47D Helicopter [SEC=OFFICIAL]

### OFFICIAL

Sir et al,

Please find enclosed the signed and authorised copy of AMTDU SCI240 covering the move of the NSW RFS CH-47D Helicopter from the USA to Australia. This SCI will appear on the AMTDU web page and remain authorised for use until it is cancelled and removed from the web page on the completion of the task.

For AMS AMB/ 36SQN Loadmasters;

The aft rotor pylon does not come on a stand as the ADF CH-47D/F does and is on its own wooden pallet. To load the aft pylon, AMTDU recommend loading the aft rotor pylon onto two married pallets which can be loaded onto the C-17A ramp. AMTDU also recommends the possible use of HCU top/ side nets to help secure the aft rotor pylon to the pallet. Given the current policy within the USAF, AMTDU recommend the two pallets and top/ side nets are taken on task from AMB.

Regards

s47E(d)

s47E(d)

Warrant Officer  
ADSS-AL  
AMTDU  
RAAF Base Richmond NSW  
s47E(d)

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requested to contact the sender and delete the email immediately.





ROYAL AUSTRALIAN AIR FORCE  
Air Mobility Training and Development Unit

## SPECIAL CARGO INSTRUCTION

AMTDU - [BP34269538](#)

### AMTDU SCI240 - AMTDU SPECIAL CARGO INSTRUCTION (SCI) – NSW RURAL FIRE SERVICE (RFS) – CH-47D HELICOPTER

#### Reference:

- A. Loading and Lashing Instructions - AAP 7211.038-9-2 (AM1) LOAD NO. 4 – CHINOOK HELICOPTER (CH-47D) – AL2
- B. Loading Instructions – C-17A – TO 1C-17A-9 - Section Six – 6C-146.

1. **Origin.** This Special Cargo Instruction (SCI) is issued to enable the delivery flight by RAAF C-17A of the NSW Rural Fire Service (RFS) – CH-47D Helicopter from the USA to Australia.

2. **Instructions & conditions.** The Loading Instruction at Reference A is the previous Loading Instructions for the ADF Chinook CH-47D Helicopter. The instructions at Reference A have been reviewed by the RFS contractor in the USA and AMTDU ADSS. This SCI outlines the required variations to the Loading Instructions, to accommodate the differences with the RFS CH-47D helicopter. Under authority of this SCI the RFS CH-47D Helicopter may be transported by RAAF C-17A until such time as the SCI is cancelled. The following conditions apply to this instruction:

a. Validity can be confirmed at any time by checking the AMTDU DPN website at <http://drnet/raaf/AirForce/AMTDU/Customers%20published%20clearances/Pages/SCI.aspx> Instructions listed as cancelled are not to be used.

b. This covering page is not to be separated from the instructions at Annex A.

c. All limitations and restrictions detailed in the instructions are authoritative and are to be adhered to.

3. The Loading Instructions at Annex A must be read with the notes in this SCI. The following amended or additional instructions are to be applied to the original Loading Instructions at Annex A as indicated in following notes.

a. Throughout the Loading Instructions at Annex A, ignore reference to the obsolete publications and refer to the current publication as indicated.

(1) AAP3631.001 (AM1), reference the AFAMMAN.

(2) AAP 3631.002 and AAP 7002.007-1, reference the AFAMDGMAN.

(3) AAP 7210.009-2-14 Chinook Preparation for transport, reference the OEM preparation for Transport manual/s, this will be held by the RFS contractor.


b. Throughout the instructions at Annex A, disregard reference to the Steering Bar/s and insert Tow bar, see Figure 1 of these instructions.

c. Recommend two 436L pallets and sufficient HCU side and top nets are taken on task to secure the Aft Rotor Pylon to a married pallet.



- d. **Para 4.** The shipper will provide 2 X Aft Jack Adapter Tie Down Rings, see below Figure 5.
- e. **Para 5.** Disregard the requirement for Roller shoring for loading and unloading the Aft Rotor Pylon stand. Disregard the requirement for Parking shoring under the support pads. The RFS CH-47D Aft Rotor Pylon will be palletised.

s33(a)(i)



- g. **Para 29.** Disregard Para 29, its preceding Warnings and Figure 5 in relation to the Aft Rotor Pylon. The RFS Aft Rotor Pylon does not have an Aft Rotor Pylon stand but instead is secured to a wooden pallet, see Figure 2 in these instructions. AMTDU recommend the RFS Aft Rotor Pylon is loaded onto married pallets and then loaded and transported on the C-17A ramp. This may be loaded in either the Logistics or ADS CHS.
- h. AMTDU recommend the Aft Rotor Pylon is secured to the aircraft pallet using the supplied tie down devices. Reportedly the supplied straps are rated to 10 000 lbs and designed for securing the Rotor head. Connected to these straps is 10 000 lb chains, however this is not acceptable practice for RAAF operations, therefore chains must be substituted with CGU-1/B tie down straps. The rotor head will provide sufficient restraint of 10 000lbs.
- i. AMTDU recommend using HCU side nets attached to the married pallets and secured across the top with CGU-1/b straps to supplement the tie downs straps attached to the Aft Rotor Pylon.
- j. Shipper is prepare the CH-47D for air transport. In particular paying attention to draining fluids from the Aft Rotor Head and assembly to prevent fluid leakage onto the aircraft ramp during flight.
- k. **Para 43.** Equipment listed in sub para (a) through to (d) is not required. The equipment in this section will be the Aft Rotor Pylon pallet and the Transmission Cart.
- l. Transmissions Cart, see Figure 3 in these instructions, may be restrained in any convenient location within the C-17A.
- m. Tow bar may be restrained within the helicopter or any other convenient location within the C-17A
- n. The RFS CH-47D Helicopter is expected to weight 24 000 lbs.
- o. Load the RFS CH-47D helicopter IAW with the Loading Procedure in Annex A, substituting the Steering Bars with the Tow Bar.
- p. Restrain the helicopter as per Figure 2 and Table 3 of the instructions at Annex A. The Aft Jack Adapter Tie Down Rings will be supplied and fitted by the RFS contractor, See below Figures 4 and 5.



q. If restraint is not possible using Figure 2 and Table 3 in Annex A, the best available attachment points will be required. In this case the attachment point ratings can be found in the C-17A Loading Instructions at Reference B. If restraint as per Figure 2 and Table 3 of Annex A is not used, calculation of actual and effective will be required.

4. **Reporting Requirements.** There are no specific reporting requirements for this SCI. However, AMTDU ADSS would appreciate any feedback and photos of the loading of the RFS CH-47D for archival purposes. Any feedback on the attached instructions is to be directed to RIC AMTDU ADSS [AMTDU.ADSS@defence.gov.au](mailto:AMTDU.ADSS@defence.gov.au).

5. **Cancellation.** This SCI will be cancelled at the completed air transport task for the RFS CH-47D Helicopter from the USA to Australia.

Digitally signed by

s47E(d)

s47E(d)

Date: 2023.07.19

12:44:09 +10'00'

s47E(d)

SQNLDR  
T/CO AMTDU

Tel: s47E(d)

**Annex:**

A. C-17A - Loading and Lashing Instruction – Chinook Helicopter (CH-47D) AL2





Figure 1 – RFS CH-47D Tow Bar

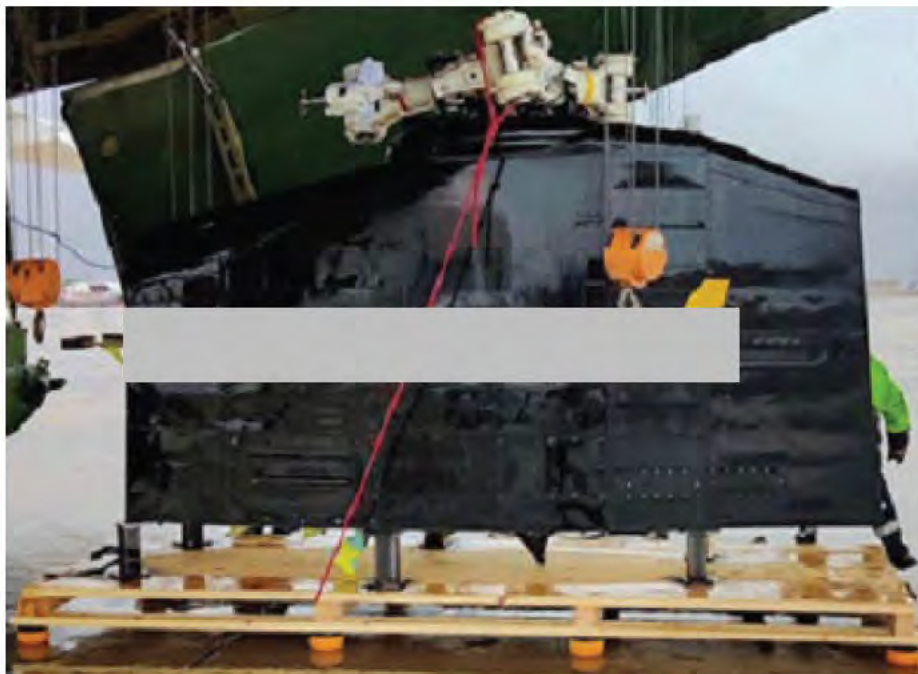


Figure 2 – RFS CH-47D Aft Pylon mounted on wooden pallet



Figure 3 – RFS CH-47D Transmission Cart





**Figure 4 – Aft Jack Adapter Tie Down Ring fitted with chains**



**Figure 5 – Aft Jack Adapter Tie Down Ring fitted**

LOAD NO. 4  
CHINOOK HELICOPTER (CH-47D)

Table 1 Characteristics

TD 5824	MAX WEIGHT	TRIAL WEIGHTS			TYRE PRESSURE
		TOTAL	FRONT AXLE	REAR AXLE	
CH-47D Chinook	26 000 lb	25 490 lb	18 750 lb	6 740 lb	Main Landing Gear 88 PSI to 100 PSI Rear Landing Gear 88 PSI to 100 PSI

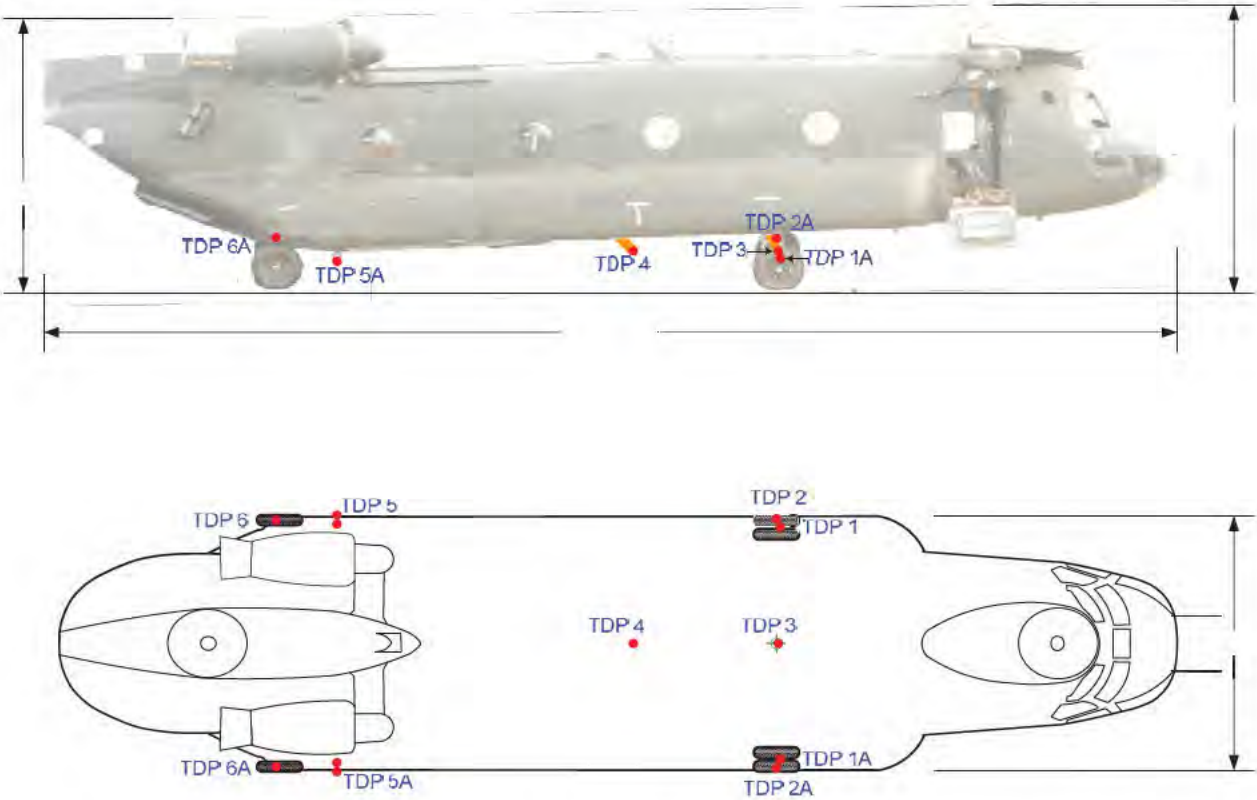


Figure 1 Dimensional Data and Tiedown Provisions - CH-47D Chinook Helicopter

CH-47D CHINOOK TIEDOWN PROVISIONS (TDP)

1. Table 2 details the tiedown provisions available to use for restraint of the CH-47D Chinook Helicopter.

Table 2 CH-47D Chinook Tiedown Provisions and Location (CH-47D nose facing aft)

TDP	TDP LOCATION
1/1A	Towing Bridle Attachment Points
2/2A	Fwd Landing Gear Tiedown Ring
3	Fwd Cargo Hook Adaptor
4	Centre Cargo Hook Adaptor
5/5A	Aft Jack Adaptor Tiedown Fitting – Inner/Outer
6/6A	Aft Landing Gear Tiedown Rings



## RESTRAINT PATTERN

### CENTRE-LINE LOADING – CH-47D REVERSED IN

2. Position the CH-47D with forward main landing gear exactly over FS 784 (row 18) and within +/- 3 inches of C-17A centre-line. Deviation from this pattern is not permitted without the approval of AMTDU CENGR.

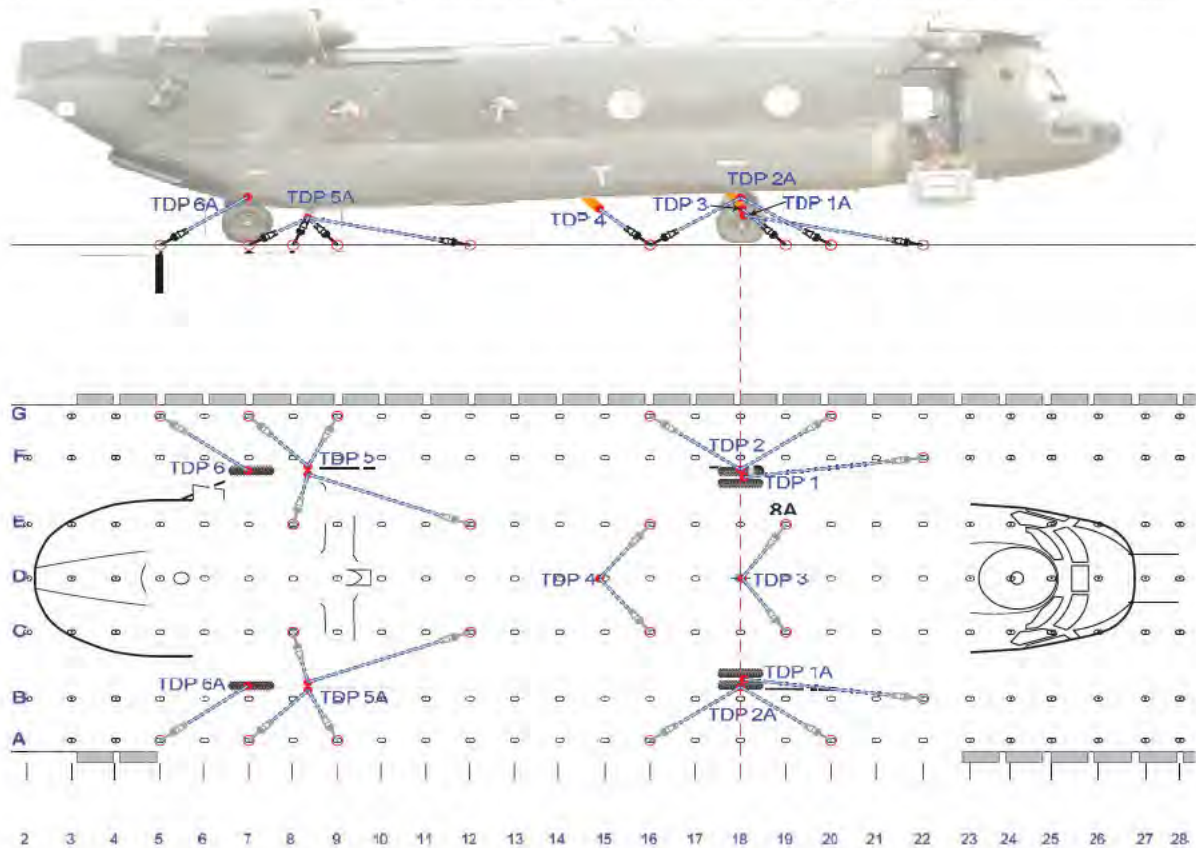


Figure 2 Restraint Diagram for Centreline Loading – CH-47D – Reversed In

Table 3 Tiedown Instructions – Centreline Loading – CH-47D – Reversed In

Lashing No	Floor Fitting (FS)	Tiedown Provision (TDP)	Lashing No	Floor Fitting (FS)	Tiedown Provision (TDP)
1	463 A	6A	1A	463 G	6
2	512 A	5A Outer	2A	512 G	5 Outer
3	536 C	5A Inner	3A	536 E	5 Inner
4	561A	5A Outer	4A	561 G	5 Outer
5	634 C	5A Inner	5A	634 E	5 Inner
6	734 C	4	6A	734 E	4
7	734 A	2A	7A	734 G	2
8	809 C	3	8A	809 E	3
9	834 A	2A	9A	834 G	2
10	885 B	1A	10A	885 F	1

### NOTE

- The restraint pattern shown in Figure 2 will provide sufficient restraint to restrain a CH-47D weighing up to 26 000 lb using MB-1 tiedown devices and 10 000 lb chains.

## SHIPPER'S RESPONSIBILITIES



- The CH-47D is not to exceed the maximum transport weight of 26,000lb. This restriction is due to the capacity of the TDP ratings. If correct weighing methods have been followed and the CH-47D is over 26,000lb, then the weight must be reduced below this limit by either removing sufficient fuel or palletising the forward rotor head and gearbox.
- 3. Shippers are responsible for ensuring the following requirements are met:
  - a. The CH-47D is prepared and certified for air transport IAW AAP 7210.009-2-14 Chinook Preparation for Transport Manual and AAP 7002.007-1 Technical Equipment – Preparation for Air Transportation by qualified personnel. The CH-47D hook adapters are to be installed IAW current authorised maintenance procedures;
  - b. The prepared CH-47D is not to exceed an AUW of 26 000lb when weighed IAW AAP 3631.001(AM1) RAAF Manual of Air Movements, Part 5, Section 1, Chapter 2, Paragraph 8c.
  - c. All dangerous goods, either an integral part or accompanying the CH-47D, meet the requirements of AAP 3631.002(AM1) and/or the IATA dangerous goods regulations as applicable;
  - d. Qualified CH-47D maintenance personnel are available for loading and unloading operations; and
  - e. Ensuring the Air Transportability Kit is presented for air transport with the CH-47D.

### Air Transportability Kit

4. User units are required to supply the following loading aids that are specific for loading, restraining, shoring or unloading the CH-47D.
  - a. Shoring – see shoring requirements in Table 4;
  - b. 1 x Medium Clevis;
  - c. 1 x Nitrogen Strut Lifting Kit;
  - d. 2 x Aft Jack Adapter Tiedown Fittings;
  - e. 2 x Towing Bridle Adapter Tiedown Fittings (P/N 145G0322-5);
  - f. 2 x Steering Bars;
  - g. 1 x AFT Landing Gear Greased Turning Disk;
  - h. Protective padding for the chain bridle and centre cargo hook adapter; and
  - i. Forward and centre cargo hook adapters (P/Ns ARLM 1399 & ALRM 1416).

### Shoring Requirements

5. The CH-47D may require approach shoring for loading / unloading and the amount required will vary according to ramp height and tarmac conditions. The amount of approach shoring listed in Table 4 is a guide only as more or less shoring may be required. The aft rotor pylon stand, if fitted with hard rubber tyres, requires roller shoring for loading and unloading. Both the hard rubber and pneumatic tyre variants require parking shoring under the support pads. Shoring quantities are detailed in Table 4.

**Table 4 Shoring Quantities**

Shoring Type	No of Pieces	Size	Material Type
Approach Shoring	28	18 inches long x 18 inches wide x ¾ inches thick	Softwood or Plywood
Roller Shoring - Ramp Toes	4	90 inches long x 18 inches wide x ¾ inches thick	Softwood or Plywood
Roller Shoring - Ramp	12	96 inches long x 18 inches wide x ¾ inches thick	Softwood or Plywood
Parking Shoring	6	18 inches long x 18 inches wide x ¾ inches thick	Softwood or Plywood

**CH-47D CHINOOK HELICOPTER PREPARATION**

s33(a)(i)

**CH-47D INTERNAL LOAD PREPARATION**

**8.** The rotor blades, fuselage and engine panels, forward rotor head and gearbox, which are loaded and secured internally in the CH-47D, are to be prepared and certified for air transport IAW AAP 7002.007-1 and restrained IAW TO 1C-17A-9. No other items or cargo are permitted for transport inside the CH-47D.

- a.** The rotor blades are to be secured in the approved blade cradle assembly (Rotor Blade Stand Aircraft Internal). The rotor blades are to be restrained for forward and aft movement from the attachment end of the blade. The blades are to be secured by CGU-1/B straps as follows:



- The CGU-1B tiedown devices providing forward and aft restraint on the rotor blades need only be tensioned until the webbing strap is taken up; there is no need to excessively ratchet the straps. If the slack is out of the straps, and the blades start to experience a forward or aft movement, the straps will arrest the motion. Ensure a minimum of one and a half turns of webbing are around the ratchet drum
- (1)** The upper 3 blades are secured to the floor for forward restraint and to a ramp tie down fitting utilising a medium clevis and 3 CGU-1/B straps for aft restraint as shown in Figure 3; and
  - (2)** The lower 3 blades are secured to the floor for forward and aft restraint as shown in Figure 3.

s33(a)(i)



**Figure 3 CH-47D Internal Restraint of Rotor Blades**

- b. The forward rotor head is floor loaded and secured forward in the Chinook;
- c. The forward rotor gearbox is floor loaded and secured forward in the Chinook;
- d. Chinook fuselage and engine panels are to be floor loaded and secured in the Chinook; and.
- e. All other items are to be removed or secured IAW TO 1C-17A-9.

### Helicopter Preparation

9. The helicopter is to be prepared and certified for air transport in accordance with AAP 7002.007-1, AAP 3631.001(AM1) and AAP 7210.009-2-14 Chinook Preparation for Transport Manual. The CH-47D cargo hook adapters (P/Ns ALRM1399 & ARLM 1416) are to be installed IAW current authorised aircraft preparation procedures, by authorised personnel.

- a. The forward and centre cargo hook adapters are fitted. Ensure the clevis bolt head on the centre cargo hook adaptor is towards the rear of the helicopter;
- b. The aft jack adapters located at the rear of the CH-47D on the left and right hand sides, just forward of the aft main landing gear, are to be removed and replaced with jack adapter tiedown fittings;
- c. The landing gear tyre pressures are between 88 – 100 psi;
- d. The forward landing gear struts have been positioned so there is between 4.25 inches and 4.50 inches of exposed chrome showing;
- e. The aft landing gear struts have been positioned so there is between 2.75 inches and 3.0 inches of exposed chrome showing;
- f. The CH-47D ramp is closed and secured with 2 x CGU-1/B tiedown straps to prevent an inadvertent opening of the ramp in the event of a hydraulic failure;
- g. The forward cabin door is closed and secured;
- h. The aft castor landing gear wheel is positioned for loading; and
- i. Ensure the CH-47D brake system is charged to 3,000 psi so as to provide approximately ten emergency brake applications.

### Loading Team Checklist



- To avoid damage to the helicopter, ensure there is a minimum 5 inches clearance between any floor loaded cargo and the helicopter.
10. The loading team/aircraft loadmaster shall ensure the following checks are carried out prior to loading the CH-47D:
- a. The maximum weight per wheel has not exceeded 5500 lbs;
  - b. Protective padding is to be placed between the chain bridle and the lower corner of the outer ramp area so as to prevent the chain rubbing against the airframe during winching;
  - c. The steering arm is attached to the aft landing gear steerable wheel; and
  - d. The forward pylon cowlings are secured with a CGU-1/B tiedown device.



## LOADING INSTRUCTIONS

### Aircraft Preparation

11. Prepare the C-17A aircraft IAW procedures detailed in TO 1C-17A-1.

### Loading Team

12. The Loading Supervisor (Loadmaster or qualified ATS personnel) are to assign and brief the responsibilities for the following load team positions:

- a. Brake operator (Chinook maintenance personnel);
- b. Aircraft chock person;
- c. Nitrogen Strut Lifting Kit operator (Chinook maintenance personnel);
- d. Steering bar operators; and
- e. Six Clearance Observers as required to check:
  - (1) Lateral clearances;
  - (2) Vertical clearance (positioned on top of the helicopter, one forward and one aft); and
  - (3) Critical clearances (positioned at the ramp hinge and under helicopter chin).

### NOTE

- Additional personnel may be required to manually manoeuvre the CH-47D into position and to assist it traversing the ramp hinge.

### Loading Brief

13. A loading brief is to be conducted IAW 1C-17A-1-CL-2 and AAP 3631.001(AM1) to ensure a clear understanding of all verbal commands and hand signals and the actions to be performed on those signals and commands:

- a. 'Stop' winch operator is to stop winching;

- In the event of a winch or chain bridle failure whilst on the ramp of the C-17, the CH-47D brake pressure and brake application may not be sufficient to stop the CH-47D rolling down the ramp. Brake pressure and brake application should be sufficient to ensure a controlled descent away from the C-17 with steering being provided with the steering arm.

- b. 'Brakes On' the brake operator is to apply the helicopter brakes;
  - (1) Hand signal – both fists closed.
- c. 'Brakes Off' the brake operator is to release the brakes;
  - (1) Hand signal – both palms open.
- d. 'Chocks In' the helicopter is to be chocked forward and aft of the forward main landing gear; and
- e. 'Chocks Out' chocks removed.

**LOADING PROCEDURE****WARNING**

- Ensure all non essential personnel are kept clear of the winch cable and not positioned behind the CH-47D whilst conducting winching operations.
- Maintain a clear path behind the load and do not chock a runaway load whilst in motion.
- The aft landing gear access doors are to be closed except whilst making adjustments to the aft landing gear.

**CAUTION**

- Whilst winching the CH-47D onto the ramp the chin and blade antenna of the CH-47D may come close to contacting the ground. Use sufficient approach shoring to maintain loading clearance limits.
14. By using the steering arm attachment, position the CH-47D on centre-line adjacent to the aircraft ramp toes and chock the main wheels.
  15. Configure the winch cable for a double line pull.
  16. Form two separate loops, of equal length, using three 10,000lb chains per side through each of the aft landing gear tie down rings (TDP 6 & 6A) and connect the loops to the winch cable.
  17. Remove main wheel chocks.

**CAUTION**

- Due to differing ramp hinge heights and aprons, monitor clearance under the chin and blade antenna when the CH-47D is winched onto and up the ramp. Adjust approach shoring as required to maintain ground and ramp clearance.



**Figure 4 Ground Contact Clearance – Under CH-47D Chin**

**CAUTION**

- Monitor the clearance under the CH-47D whilst passing over the ramp hinge. Failure to comply may cause damage to the helicopter and/or ramp hinge.
18. Commence winching the helicopter into the aircraft using the steering arms to maintain the helicopter on C-17A centre-line.





- Monitor overhead clearances when the transmission assembly passes under the C-17 cargo door and extended range tank.
  - If there is insufficient clearance between the CH-47D transmission and the extended range tank of the C-17, lower the aft landing gear struts on the CH-47D until there is sufficient clearance.
  - A minimum ½ inch of chrome must be visible on the aft landing gear struts of the Chinook at all times. Do not lower the aft landing gear struts of the Chinook below this point.
  - As the CH-47D rolls forward over the ramp hinge ensure sufficient rearwards force is applied to avoid inducing any extra slack and possible overrun of the winch cable.
19. Before the rear main wheels approach FS 560, chock the CH-47D aft port main wheels on the starboard side of the cargo compartment floor.
20. Position the greased turning disk at FS 560 on the port side of the cargo compartment floor, in line with the rear landing gear castor wheel, approximately 2 feet before the CH-47D's final position.
21. Disconnect the winch cable and bridle to enable the CH-47D to be pushed forwards.
22. Push the CH-47D forward until the aft castor wheel is located centrally on the greased turning disk and complete the following:
- a. Chock the forward main wheels;
  - b. Rotate the castor wheel through 180 degrees. This will negate the need to rotate the wheel during the off loading procedure; and
  - c. Disconnect steering arm and re-attach in its original position.
23. Remove chocks.
- 
- To ensure the integrity of the CH-47D tie down provisions, the load must be positioned exactly over FS 784 (row 18) and within +/- 3 inches of lateral deviation from the C17 aircraft centre-line.
24. Continue to push the CH-47D so as to locate the forward main wheels exactly over FS 784 (row 18).
25. Chock main landing gear.

#### NOTE

- Tighten chains 6, 6A, 8 and 8A as to ensure the cargo hook adaptors are in line with the centre-line of the helicopter.
  - Pad the clevis on the centre cargo hook adaptor to prevent metal on metal contact.
  - The forward cargo hook adapter fitting can be quite stiff, ensure it is swung to an approximate angle of 35° aft of the vertical as lashings 8/8A are tightened. This is to ensure that a straight line pull is transferred to the hook adaptor.
26. Restrain the CH-47D IAW Figure 2 and Table 3 of this instruction.
27. Remove and stow greased turning disk, steering arm and chocks.
28. Load the mobile flyaway kit (as required) and position IAW Figure 5.

- The tiedown rings are not suitable for restraint IAW DEFAUST 9009A. Therefore, the aft rotor pylon stand is to be restrained using primary structure only.
  - Due to the high vertical C of G of the aft rotor pylon stand, ensure that the outriggers on the stand are extended once in final position and restraint is attached to high sections of the stand's primary structure.
29. Load the aft rotor pylon stand and position IAW Figure 5 and place shoring under support pads.
  30. Load ramp cargo.

## UNLOADING PROCEDURE

### NOTE

- The unloading procedure is the reverse of the loading procedure, with specific attention given to the follow steps.
31. Offload cargo aft of helicopter.
  32. Position the C-17A ramp two inches above coplanar.
  33. Chock the CH-47D.
  34. Remove restraint.
  35. Push the CH-47D rearwards sufficiently to connect the chain bridle to the CH-47D.
  36. Configure the winch cable for a double line pull.
  37. Attach steering arm to aft steerable main landing gear wheel.

### CAUTION

- Monitor overhead clearances when the transmission assembly passes under the C-17A extended range tank.
38. Whilst maintaining tension on the winch cable, manually push the helicopter rearward until the forward landing gear is at FS 1130 and carry out the following actions as applicable:
    - a. Chock the forward landing gear to prevent forward and aft movement.
    - b. If the aft landing gear struts were lowered to provide sufficient clearance below the wing box structure of the C-17A, they are to be returned to their original position of between 2.75 inches and 3.0 inches of exposed chrome.
  39. Remove chocks.
- Ensure all non essential personnel are kept clear of the winch cable and not positioned behind the CH-47D whilst conducting winching operations.
  - Maintain a clear path behind the load and do not attempt chock a runaway load whilst in motion.
40. Apply extra rearwards force before the CH-47D transits the ramp hinge.
  41. Once the front main wheels are fully on the ramp, lower the ramp to the ground, whilst maintaining tension on the winch cable.



**CAUTION**

- Monitor the clearance under the CH-47D whilst passing over the ramp hinge. Failure to comply may cause damage to the helicopter and/or ramp hinge.
- Monitor overhead clearances when the transmission assembly passes under the C-17A cargo door.

**CAUTION**

- Due to differing ramp hinge heights and aprons, monitor clearance under the chin and blade antenna when the CH-47D is winched onto and up the ramp. Adjust approach shoring as required to maintain ground and ramp clearance.

**42.** When the CH-47D is clear of the C-17A disconnect winch cable, bridle and push clear.

s33(a)(i)

From: s47F [redacted] <[s47F@rfs.nsw.gov.au](mailto:s47F@rfs.nsw.gov.au)>  
Sent: Monday, 5 June 2023 1:39 PM  
To: JOSS NSW s47E(d) [redacted] <[s47E\(d\)@defence.gov.au](mailto:s47E(d)@defence.gov.au)>  
Cc: s47F [redacted] <[s47F@rfs.nsw.gov.au](mailto:s47F@rfs.nsw.gov.au)>; s47F [redacted] <[s47F@rfs.nsw.gov.au](mailto:s47F@rfs.nsw.gov.au)>  
Subject: RE: 230605 - DACC 5 Request - Airframe Transportation from Canada to Australia from 10 Jul 2023  
[SEC=OFFICIAL]

**⚠ EXTERNAL EMAIL:** Do not click any links or open any attachments unless you trust the sender and know the content is safe. **⚠**

Thank you Major – greatly appreciated.

Regards,

Assistant Commissioner s47F [redacted]

Director, State Operations  
NSW RURAL FIRE SERVICE

State Headquarters 4 Murray Rose Avenue Sydney Olympic Park NSW 2127 | Locked Bag 17 Granville NSW 214  
p s47F [redacted] M s47F [redacted] E s47F [redacted] <[s47F@rfs.nsw.gov.au](mailto:s47F@rfs.nsw.gov.au)>

PREPARE. ACT. SURVIVE.

---

From: s47E(d) [redacted] <[s47E\(d\)@defence.gov.au](mailto:s47E(d)@defence.gov.au)> On Behalf Of JOSS NSW  
Sent: Monday, 5 June 2023 13:29  
To: s47F [redacted] <[s47F@rfs.nsw.gov.au](mailto:s47F@rfs.nsw.gov.au)>  
Cc: s47F [redacted] <[s47F@rfs.nsw.gov.au](mailto:s47F@rfs.nsw.gov.au)>; s47F [redacted] <[s47F@rfs.nsw.gov.au](mailto:s47F@rfs.nsw.gov.au)>; JOSS NSW s47E(uj) [redacted] <[s47E\(uj\)@defence.gov.au](mailto:s47E(uj)@defence.gov.au)>  
Subject: 230605 - DACC 5 Request - Airframe Transportation from Canada to Australia from 10 Jul 2023  
[SEC=OFFICIAL]

**OFFICIAL**

Good afternoon s47F [redacted],

Please find attached the complete signed Deed for your record.  
That completes the document requirement for this DACC request.

Regards,

s47E(d) [redacted]

s47E(d) [redacted]

Major  
Manager – Defence Assistance to the Civil Community (DACC)  
Joint Operations Support Staff NSW  
Directorate of Operations and Training Area Management (DOTAM)  
s47E(d) [redacted]

Mob: s47E(d) (Primary contact number)  
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Email: s47E(d) @defence.gov.au

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**IMPORTANT:** This email remains the property of the Department of Defence. Unauthorised communication and dealing with the information in the email may be a serious criminal offence. If you have received this email in error, you are requested to contact the sender and delete the email immediately.

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From: s47F @rfs.nsw.gov.au>  
Sent: Monday, 5 June 2023 11:56 AM  
To: JOSS NSW s47E(d) @defence.gov.au>  
Cc: s47F @rfs.nsw.gov.au>; s47F @rfs.nsw.gov.au>  
Subject: RE: 230605 - DACC 5 Request - Airframe Transportation from Canada to Australia from 10 Jul 2023  
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**⚠ EXTERNAL EMAIL:** Do not click any links or open any attachments unless you trust the sender and know the content is safe. ⚠

Good morning Major,

Please find attached the signed Deed of Agreement.

Please let me know if you require anything further.

Thank you for your assistance.

Regards,

[REDACTED] Assistant Commissioner s47F

Director, State Operations  
NSW RURAL FIRE SERVICE

State Headquarters 4 Murray Rose Avenue Sydney Olympic Park NSW 2127 | Locked Bag 17 Granville NSW 214  
p s47F M s47F E s47F @rfs.nsw.gov.au

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---

From: s47E(d) @defence.gov.au> On Behalf Of JOSS NSW  
Sent: Monday, 5 June 2023 10:37  
To: s47F @rfs.nsw.gov.au>  
Cc: JOSS NSW s47E(d) @defence.gov.au>  
Subject: 230605 - DACC 5 Request - Airframe Transportation from Canada to Australia from 10 Jul 2023  
[SEC=OFFICIAL]



**OFFICIAL**

Good morning s47F

Attached is the Deed for your perusal.

Please sign on P.6 with witness.

Once completed, please return the signed copy to me for further process.

When the new Certificate of Currency is available, please forward a copy to me.

Thanks & Regards,

s47E(d)

s47E(d)

Major

Manager – Defence Assistance to the Civil Community (DACC)

Joint Operations Support Staff NSW

Directorate of Operations and Training Area Management (DOTAM)

s47E(d)

Mob: s47E(d) (Primary contact number)

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**DEED OF AGREEMENT FOR THE PROVISION OF DEFENCE ASSISTANCE**

**BETWEEN**

COMMONWEALTH OF AUSTRALIA represented in this Deed by the Department of Defence (ABN 68 706 814 312)  
('Defence')

**AND**

NEW SOUTH WALES RURAL FIRE SERVICE (ABN: 25 003 129 221) ('Recipient').

**RECITALS**

- A. The Recipient described at Item 1 of the Schedule has requested that Defence provide it with specified support on the dates, locations, and/or times described at item 2 of the Schedule (the Assistance).
- B. Defence has agreed to provide the Assistance to the Recipient in accordance with the terms and conditions set out in this Deed.

**NOW THIS DEED WITNESSES AS FOLLOWS:**

**1. Definitions**

1.1. In these terms and conditions, unless the contrary appears:

- (a) 'ADF' means the Australian Defence Force;
- (b) 'Assistance' means the assistance described at Item 2 of the Schedule;
- (c) 'Commonwealth' means the Commonwealth of Australia and includes the Department of Defence and the Australian Defence Force;
- (d) 'Commonwealth Personnel' includes Defence's officers, employees, agents (including contractors and subcontractors), consultant and ADF members;
- (e) 'Commonwealth Property' includes, but is not limited to: all land, buildings, structures, plant, vehicles, vessels and aircraft, equipment, fixtures, furniture, clothing, information technologies and telecommunications assets, stores, and other things (other than money) owned or held by the Commonwealth necessary to be used to provide the assistance.
- (f) 'Defence' means the Department of Defence and includes the ADF;
- (g) 'Deed' means this deed, and includes the Schedule and any document expressly incorporated as part of the Deed;
- (h) 'Item' means the relevant item number as set out in the Schedule; and
- (i) 'Notifiable Incident' has the meaning given in sections 35 to 37 at the Work Health and Safety Act 2011 (Cth).
- (j) 'Recipient' means the party identified at Item 1 of the Schedule to whom the Assistance is provided;
- (k) 'Recipient Personnel' means the Recipient's council members, directors, officers, employees, agents (including contractors and subcontractors) and consultants.
- (l) 'Recipient Property' includes, but is not limited to: all land, buildings, structures, plant, vehicles, vessels and aircraft, equipment, fixtures, furniture, clothing, information technologies and telecommunications assets, stores, and other things (other than money) owned or held by the Recipient necessary to be used to provide the assistance.
- (m) 'Third Party' means persons other than the parties and their personnel.
- (n) 'Work, Health and Safety (WHS) Law' means all applicable laws relating to work health and safety and includes (without limitation) the *Work Health and Safety Act 2011 (Cth)* ("WHS Act"), the *Work Health and Safety Regulations 2011 (Cth)* ('WHS Regulations') and any Codes of Practice or Australian Standards that apply to activities under this Deed.

**2. Provision of Assistance**

2.1. Defence shall provide the Assistance to the Recipient detailed at Item 2 of the Schedule:

- (a) for the date period location/s and times (as applicable) and in accordance with any special conditions for the provision of Assistance as specified in Item 2 of the Schedule.

- (b) using the specified Commonwealth Personnel identified at Item 2 of the Schedule (if applicable);
- (c) ensuring the Assistance is provided to a standard of quality not less than industry best practice for assistance of the same type as that Assistance; and
- (d) In accordance with the terms and conditions of this Deed.

### **3. Term**

- 3.1. This Deed takes effect on the date on which the Deed is signed by the parties, or if signed on separate days, the date of the last signature. Unless terminated earlier by notice in writing by one party to the other, this Deed expires on the day following the last date Assistance is provided. The participants may mutually determine to extend the dates for the provision of all or any part of the Assistance, with such determination to be made in writing.

### **4. Permission to Use Property**

- 4.1. Defence authorises those of the Recipient's personnel and such other persons described at Item 2 of the schedule who are provided Assistance, access to use of that Commonwealth Property necessary for the provision of the Assistance. Defence acknowledges that any restrictions on such access and use to Commonwealth Property may impact on the provision of the Assistance.
- 4.2. The Recipient must comply with any security and safety requirements notified to the Recipient by Defence, and ensure that Recipient Personnel and those other persons approved to be provided the Assistance are aware of, and comply with, such security and safety requirements.

### **5. Costs**

- 5.1. The costs for provision of the Assistance are waived by the Commonwealth.

### **6. Assistance at Sole Discretion of Defence**

- 6.1. The Assistance will be provided only if the equipment and personnel necessary to provide the Assistance or any part of it is not required by Defence for other operational or training activities. Any Commonwealth capabilities and assets utilised by Defence to provide Assistance to the Recipient under this Deed remain at all times subject to the Command and control of Defence and subject to the operational and training requirements of Defence. Defence reserves the right to reassign its capabilities and assets, and in particular military elements, at its absolute discretion and to withdraw capabilities and assets utilised to provide the Assistance to the Recipient if Defence considers this to be necessary to meet operational or training priorities.
- 6.2. Defence retains absolute discretion to decline to provide the Assistance, or any part of it, to the Recipient under this Deed. In particular, Defence may decline to provide all or any part of the Assistance to the Recipient if it considers that it is not safe to do so or is unable to ensure the health and safety of personnel involved in the provision of the Assistance. In the event that Defence does not, for whatever reason, provide all or any part of, the Assistance, the Commonwealth is not liable for any loss or damage suffered by the Recipient as a result of any reduction in the Assistance.
- 6.3. In the event Defence is unable to provide the Assistance or continue to provide the Assistance, any costs paid to Defence by the Recipient for the provision of the Assistance will be repaid by Defence to the extent that such Assistance is not provided.

### **7. Assurances**

- 7.1. The Commonwealth does not give any warranty, representation or assurance as to suitability for any purpose of the Assistance provided by the Commonwealth to the Recipient.
- 7.2. The Recipient warrants that, where alternative suppliers exist for the Assistance or components thereof, it has used its reasonable endeavours to engage alternative suppliers (whether government, commercial or otherwise), but that no suitable supplier was available to the Recipient during the Term.

### **8. Approvals and Authorisations**

- 8.1. Not Used.



**9. Work, Health and Safety**

- 9.1. The parties acknowledge that, during the provision of the Assistance, they must each comply with, and must ensure that their personnel comply with, their respective work, health and safety obligations under any applicable WHS Law.
- 9.2. The parties shall, during the provision of the Assistance, so far as reasonably practicable, consult, co-operate and co-ordinate activities with each other and with any Third Party who, concurrently with the parties, has a work, health and safety duty to manage the same work, health and safety risks associated with the provision of the Assistance.
- 9.3. The parties shall, during the provision of the Assistance, notify each other of any known or suspected work, health and safety hazards involved with the provision of the Assistance. Such hazards include, but are not limited to: a person's physical limitations, any chemical, any object, any toxin, any pollutant, or any other hazardous substance. On receipt of such notification, the party best placed to control the risks arising from the hazards shall undertake necessary risk assessments, identify control measures and advise the other party of the hazards, the risks and relevant control measures.
- 9.4. Defence may request the Recipient to take specified measures that Defence considers reasonably necessary to comply with its work, health and safety obligations in relation a work, health and safety risk. If, following consultation, the Recipient unreasonably fails to comply with the request, the Recipient acknowledges that Defence may, at its sole discretion, place restrictions on the provision of Assistance or terminate the Deed.
- 9.5. The parties shall use their reasonable endeavours to ensure that they provide, within 14 days (or such other period as otherwise agreed by them in writing) of a written request by one party to the other, any information or copies of documentation requested and held by the other party to enable the requesting party to comply with its work, health safety obligations under the WHS Law that applies to it.
- 9.6. If a Notifiable Incident occurs in connection with the provision of Assistance, the first party to become aware of the Notifiable Incident will immediately report it to the other party. Following such notification, the parties will:
  - (a) promptly provide each other with copies of any notices or other documentation provided to, or issued by, the relevant Commonwealth, State or Territory regulator in relation to the Notifiable Incident;
  - (b) provide each other with such other information as may be required by a party to facilitate the notification to, or investigation by the Commonwealth, State or Territory regulator of, the Notifiable Incident in accordance with the applicable WHS Law; and
  - (c) provide such other reasonable assistance required by a party to undertake mandatory incident reporting

**10. Indemnity**

- 10.1. (a) The Recipient indemnifies the Commonwealth, and Commonwealth Personnel assigned to provide the Assistance, against any liability, loss, damage, cost (including the cost of any settlement and legal costs and expenses on a solicitor and own client basis), compensation or expense arising out of the death of or injury to any person (including Commonwealth Personnel), or loss of or damage to property (including Commonwealth property) in connection with the provision of the Assistance:
  - (i) to the extent caused by a default or any unlawful or negligent act or omission of the Recipient and those Recipient Personnel and other approved persons provided with the Assistance, or
  - (ii) to the extent of the Recipient's insurance,whichever is greater.
- (b) For the purposes of subclause 10.1(a) (ii) the words "to the extent of the Recipient's insurance" means a legal liability for which the Recipient or its employees is or would be entitled to be paid or indemnified under the relevant insurance policy held by the Recipient (subject the terms and conditions of the policy and any exclusions therein) if:
  - (i) there had been no excess under the policy;
  - (ii) the party had complied with the terms of the policy;



- (iii) the party had submitted a claim where there was a legitimate entitlement to claim under the policy; and
  - (iv) the party had taken reasonable steps to pursue such a claim once it had been submitted.
- 10.2. The Recipient's liability to indemnify the Commonwealth and Commonwealth Personnel under clause 10.1 is reduced to the extent that any wilful, unlawful or negligent act or omission of the Commonwealth or Commonwealth Personnel contributed to the liability, loss, damage, cost, compensation or expense.
- 10.3. The Commonwealth will hold the benefit of the indemnity in this clause 10 on trust for the benefit of Commonwealth Personnel and may enforce this indemnity on their behalf.
- 10.4. For the avoidance of doubt, nothing in this clause 10 places any obligation on the Recipient to maintain any insurance other than as required by clause 11.
- 11. Insurance**
  - 11.1 The Recipient is self-insured through *NSW Self Insurance Corporation Act 2004*. The Recipient must, if requested provide the Commonwealth with details of the self-insurance scheme including where applicable, a copy of the licence to self-insure, prior to the execution of this Deed.
  - 11.2 The Recipient must provide all assistance to the Commonwealth as may be necessary or reasonably required by the Commonwealth for the purpose of assessing the adequacy of the self-insurance scheme to cover the indemnity provided by the Recipient in clause 10 of this Deed.
- 12. Subcontractors, agents and consultants**
  - 12.1 Not used.
- 13. Notification of Damage, Loss, Injury or Death**
  - 13.1. If, in the provision of the Assistance, any personal injury, illness or death or damage to property occurs which may give rise to a claim, including a claim from a Third Party, as a result of any act or omission of the Commonwealth or Commonwealth Personnel, whether such act or omission is negligent or otherwise, the Recipient must as soon as reasonably practicable:
    - (a) inform the Commonwealth of such injury or illness (including death) or damage to property, and
    - (b) if requested by the Commonwealth:
      - (i) permit the Commonwealth to manage the disposition and settlement of the claim, including any litigation in connection therewith;
      - (ii) provide all documentation and other information to the Commonwealth concerning such injury or illness (including death) or damage to property; and
      - (iii) provide all assistance as may be necessary or reasonably required by the Commonwealth to respond to such claim.
- 14. Recipient to assist the Commonwealth**
  - 14.1. The Recipient must provide all assistance to the Commonwealth as may be necessary or reasonably required by the Commonwealth for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Commonwealth may be subrogated, whether such assistance be required before or after the indemnification of the Commonwealth by the Recipient.
- 15. Admission of liability requires consent**
  - 15.1. The Recipient must obtain the written consent of the Commonwealth prior to any admission of liability on behalf of the Commonwealth in connection with any proceedings or settlement in relation to a claim arising in connection with this Deed.
- 16. Commonwealth Property**
  - 16.1. Not used.
- 17. Governing law**

Executed as a Deed

SIGNED, SEALED AND DELIVERED )  
for and on behalf of the )  
COMMONWEALTH OF AUSTRALIA )  
as represented by the Department of Defence )  
by: Commodore Don Dezentje AM, CSM, RAN )

Authorised to act for and on behalf of the  
Minister for Defence  
Full Title of Position: Director General, Military Strategic Commitments<sup>1</sup>

s22

s47E(d)

5 Jun 23

Date

Name of signatory

In the presence of:

s22

s47E(d)

5 Jun 23

Date

Signature of witness

Name of witness

SIGNED SEALED AND DELIVERED )  
for and on behalf of )  
THE NSW RURAL FIRE SERVICE )  
(ABN: 25 003 129 221) <sup>2</sup> )  
established by section 8 of the )  
Rural Fires Act 1997 (NSW) )

s22

s47F

05/06/23

Date

Signature

s22

s47F

05/06/23

Date

Signature of Witness

Witness

<sup>1</sup> Ministerial authorisation allows holders of particular positions to exercise the Minister's power on his behalf. Accordingly, authorised officers are required to provide the full title of their positions in the Deed as an evidence of their authority. Please note that authorisations must be re-issued by successive Ministers. See also Financial Delegations [Defence Finance Group \(mil.au\)](http://Defence.Finance.Group.mil.au).

<sup>2</sup> The Recipient can insert its own signature block or alternatively, the standard signature block provided can be used.



- 17.1. This Deed will be governed by and construed in accordance with the laws of New South Wales and the Recipient must submit to the non-exclusive jurisdiction of the courts of New South Wales.
18. **No waiver**
- 18.1. The failure by the Commonwealth at any time to enforce a provision of this Deed must not be construed as a waiver of that provision by the Commonwealth or in any way affect the validity of this Deed or any part of it.
19. **Entire Agreement**
- 19.1. This Deed constitutes the entire agreement between the parties and supersedes all prior communications, negotiations, arrangements and deeds whether oral or written between the parties with respect to the subject matter hereof and must not be varied unless agreed by subsequent Deed.
20. **Representatives and Service of notices**
- 20.1. The Defence representative for the purpose of this Deed and their address for service of notices on Defence is set out at Item 5 of the Schedule.
- 20.2. The Recipient representative for the purpose of this Deed and their address for service of notices on the Recipient is set out at Item 6 of the Schedule.
21. **Survival**
- 21.1. Any provision of this Deed which expressly or by implication from its nature is intended to survive the termination or expiry of this Deed, and any rights arising on termination or expiration, will survive such termination or expiry.
22. **Disputes and Termination**
- 22.1. If a dispute arising between the parties cannot be settled by negotiation (including negotiation between senior management of the parties) within 30 days, the parties may agree to use an alternative dispute resolution process to attempt to resolve the dispute.
- 22.2. The Recipient must at all times during the dispute continue to fulfil its obligations under this Deed.
- 22.3. Either party may terminate this Deed at any time before its expiry by giving reasonable notice to the other.
23. **Counterparts**
- 23.1. This Deed may be executed in any number of counterparts, each of which when executed and delivered will constitute a duplicate original, but all counterparts together will constitute a single deed. The parties consent to electronic execution of this Deed by any of the parties, and consent to the exchange of this Deed by electronic means.



### Schedule

- Item 1** The Recipient is NEW SOUTH WALES RURAL FIRE SERVICE (ABN: 25 003 129 221)
- Item 2** The following Assistance will be provided by Defence to the Recipient to deliver from Vancouver International Airport in Canada to Richmond Air Force Base in Australia from 10 JUL 23:
- (a) Transportation of Chinook CH-47 air frame (rotary) and associated parts from Canada to Australia.
- Item 3** s47E(d)
- Item 4** The Recipient must effect or cause to be effected:
- (a) **(Public Liability).** Broad form public liability insurance s47E(d) covers the Recipient's legal liability (including to the Commonwealth) in respect of:
- (i) loss of, damage to, or loss of use of, any real or personal property; and
- (ii) the personal injury of, disease or illness (including mental illness) to, or death of, any person, arising out of or relating to the Assistance;
- Item 5** Defence Representative and address for service of notices on the Commonwealth:
- s47E(d)  
Deputy Director Domestic Commitments 2  
Military Director Domestic Commitments  
s47E(d), Russell Drive,  
Russell, ACT 2601
- Item 6** Recipient Representative and address for service of notices on the Recipient:
- s47F  
Assistant Commissioner  
New South Wales Rural Fire Service  
4 Murray Rose Avenue,  
Sydney Olympic Park, NSW 2127