

**MINUTES OF THE ORDINARY COUNCIL MEETING HELD IN THE  
COUNCIL CHAMBERS, 21 REID STREET, WILCANNIA  
ON TUESDAY, 24 MARCH 2021**

**PRESENT:** Administrator, Bob Stewart

**IN ATTENDANCE:** General Manager, Greg Hill  
Director Shire Services, Reece Wilson  
Senior Finance Officer, Gemma Dillon  
Senior Planner, Glenda Dunn  
Acting Rates Officer, Darryl Telfer  
Community Engagement Officer, Jennie Geerdink  
Finance Manager, Kevin Smith

Present: Three members of the community were in attendance.

The meeting was addressed by:

- Mrs Chris Elliott requesting a written response regarding questions about the Council electronic newsletter:
  - \* Who is the target group?
  - \* How is it communicated to local business and the general community
  - \* Who is funding the newsletterGeneral Manager will provide answers in writing.
- Mr Peter Sullivan questioning the open forum meetings for the Community Strategic Plans and miscommunication regarding target groups.
- Mr Sullivan also questioned if the preliminary results of the Community Strategic meetings will be available to attendees of the Dubbo Intergovernmental Workshop – General Manager confirmed this will be the case.

#### **OPENING OF MEETING**

The meeting was declared open at 9.20am.

#### **ACKNOWLEDGEMENT OF COUNTRY**

An acknowledgement of the traditional custodians of the land was delivered by the Administrator, Bob Stewart.

#### **APOLOGIES AND LEAVE OF ABSENCE**

Acting Director Business Services, Carolyn Upston – Annual Leave

#### **DISCLOSURES OF INTEREST**

Pursuant to the Mode Code of Conduct for Local Councils in NSW Councillors and Council staff are required to declare any pecuniary or non-pecuniary conflicts of interest.

#### **Recommendation:**

That the Disclosures of Interest – Pecuniary and Non-Pecuniary be received and noted.

No declarations were received.

## **CONFIRMATION OF MINUTES**

### **5.1 ORDINARY MEETING – 24 February 2021**

#### **Resolved**

That the Minutes of the Ordinary Council Meeting held on 25 October 2020 be received and confirmed as an accurate record.

**Minute Number: 01.03.21**

### **5.2 BUSINESS ARISING**

Nil

## **MAYORAL (ADMINISTRATOR) MINUTE(S)**

### **6.1 MARCH 2021 ADMINISTRATORS REPORT:**

#### **Resolved**

1. Receive and note the report.

**Minute Number: 02.03.21**

## **FINANCIAL REPORTS**

### **7.1 GRANTS REGISTER RECONCILIATION**

#### **Resolved**

1. Receive and adopt the report.

**Minute Number: 03.03.21**

### **7.2 SALE OF LAND FOR UNPAID RATES AUCTION RESULTS**

#### **Resolved**

1. Receive and note the report.
2. Note that monthly reports will be provided to Council until such time that the contracts of sales have been completed and the sale of processed finalised.

**Minute Number: 04.03.21**

### **7.3 CASH AND INVESTMENTS – NOVEMBER 2020**

**Resolved:**

1. Receive and note the report.

**Minute Number: 05.03.21**

#### **7.4 SMART WATER METERS, METER READING AND BILLING UPDATE**

**Resolved:**

1. Receive and note the report.
2. Receive quarterly reports on water meter reading, billing and collections commencing in April 2021
3. Receive a report regarding completion of smart metering of filtered water services in Ivanhoe and Wilcannia at the Ordinary Meeting of Council on 28 April 2021.
4. That a report be brought forward on the breakdown of outstanding amounts by service area and indication if there is anything owing by government agencies.

**Minute Number: 06.03.21**

### **GOVERNANCE REPORTS**

#### **8.1 CALL FOR MOTIONS FOR WESTERN DIVISION COUNCILS AND MURRAY DARLING ASSOCIATION CONFERENCES**

**Resolved**

1. Receive the report and endorse the following motions:
2. That the Murray Darling Association calls on the NSW Government to support the listing of the environmental and culturally significant Menindee Lakes system as a Ramsar site.
3. That the NSW and Federal Governments recognises that the Menindee Lakes System, located on the lower Darling River, has significant environmental and cultural significance, and that steps be taken to ensure the system is operated to preserve these values by delivering adequate water flows.
4. That the Murray Darling Association supports the demands of the Lower Darling River communities for a fair go, to ensure a healthy connected river to the junction of the Murray River, particularly in first flow events by prioritising these flows over irrigation extraction.
5. A new approach is required for the funding of Capital Water Infrastructure (treatment plants and storage) for Far Western rural and remote Councils, with an alternative model that the State Government meet the full cost of all new capital works and ownership of the asset. State Government would contract out to the local authority operational aspects, thus removing the burden of depreciation on the local authority (Western Division Council conference only).

**Minute Number: 07.03.21**

Ordinary Council Meeting Minutes 24<sup>th</sup> March 2021

## **8.2 CHANGE OF ORDINARY COUNCIL MEETING DATES FOR APRIL AND MAY**

**Resolved**

- 1. Receive and note the report**
- 2. April's Ordinary Council meeting to be rescheduled to Thursday 22 April 2021, commencing at 11am.**
- 3. May's Ordinary Council meeting to be rescheduled to Thursday 20 May 2021, commencing at 11am.**

**Minute Number: 08.03.21**

## **8.3 DIGITAL (WEB AND SOCIAL MEDIA) POLICY**

**Resolved**

- 1. Receive the report**
- 2. Put the draft Policy on public exhibition inviting comment for 28 days, after which, taking into account any comments, it will be adopted as a Policy of Council.**

**Minute Number: 09.03.21**

## **BUSINESS SERVICES REPORTS**

### **9.1 PROVISION OF HOME CARE SERVICES INCLUDING MEALS ON WHEELS IN IVANHOE**

**Resolved**

- 1 Receive and note the report**

**Minute Number: 10.03.21**

## **SHIRE SERVICES REPORTS**

### **10.1 WATER AND SEWER UPDATE**

**Resolved**

- 1. Receive and note the report.**

**Minute Number: 11.03.21**

### **10.2 SERVICE UPDATE**

**Resolved**

- 1. Receive and note the report.**

**Minute Number: 12.03.21**

### **10.3 ROADS AND AERODROMES REPORT**

**Resolved**

- 1. Receive and note the report.**

**Minute Number: 13.03.21**

### **10.4 COMMUNITY PARTICIPATION PLAN**

**Resolved**

- 1. Receive and note the report.**
- 2. Approve the Community Participation Plan to go on public exhibition for a period of 28 days**
- 3. After the exhibition period, taking into account any comments, receive a further report to formally adopt the document and place it on the NSW Planning Portal and Council's website**

**Minute Number: 14.03.21**

### **10.5 DEVELOPMENT APPLICATIONS APPROVED THROUGH THE NSW PLANNING PORTAL**

**Resolved**

**That Council will:**

- 1. Receive the report**
- 2. Note the Information in regard to number of development applications approved by delegated authority and submitted and processed through the NSW Planning Portal in the first two months of 2021.**

**Minute Number: 15.03.21**

### **10.6 PUBLIC HEARING FOR PLAN OF MANAGEMENT FOR COMMUNITY LAND AT LOTS 2, 3 AND 4 DP 1201089, AND LOT 111 DP 1201028 BONNEY STREET WILCANNIA**

**Resolved**

**That Council will:**

- 1. Receive the report**
- 2. Note the Information in regard to the statutory requirement under the Local Government Act 1993 requiring a public hearing to be held where a new Plan of Management introduces a new category for community land. The Plan of Management is for the new category or 'General Community Use and for the new use of "Community health facility" for the land at Lots 2, 3 and 4 DP 1201089, and Lot 111 DP 1201028, Bonney Street.**
- 3. Note that a public hearing for the new Plan of Management introducing a new category for community land is to be held at the council chambers at 21 Reid Street Wilcannia on 28 April 2021 at 7:30pm**

**Minute Number: 16.03.21**

**GENERAL BUSINESS**

**11.1 POONCARIE ROAD – ENVIRONMENTAL REPORT**

**Resolved**

**That Council will:**

- 1. Receive the report**

**Minute Number: 17.03.21**

**MEETING CLOSE**

There being no further business to discuss, the meeting was closed at.9.56am

The minutes of this meeting were confirmed at the Ordinary Meeting of the Central Darling Shire Council held on Wednesday,

.....  
**ADMINISTRATOR**

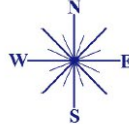
Grant Title	Funding Body	Total Grant Funds	Expended 20-21	Amount Unexpended YTD
White Cliffs New Water Treatment Plant & Reticulation Network	Treasurer of NSW/Restart NSW	\$ 5,500,000.00	\$ 183,955.56	\$ 5,135,000.67
Stronger Country Communities Fund Rounding 1	Department of Premier And Cabinet	\$ 893,640.00	\$ 24,334.00	\$ 152,372.92
Stronger Country Communities Fund Rounding 2	Department of Premier And Cabinet	\$ 1,395,084.00	\$ 673,336.46	\$ 145,321.86
Drought Relief Heavy Vehicle Access Program	Roads and Maritime Services	\$ 300,000.00		-\$ 21,630.74
Financial Assistant Grant Entitlement 2019/2020 - Local Roads	Local Government Grants Commission	\$ 842,523.60		-\$ 488,237.87
Financial Assistant Grant Entitlement 2019/20 Non Roads	Local Government Grants Commission	\$ 2,070,210.00		\$ -
Wilcannia Waste Facility	NSW Environmental Trust	\$ 200,000.00		\$ 184,336.19
Menindee Waste Facility	NSW Environmental Trust	\$ 134,457.00		\$ 128,712.00
Ivanhoe Waste Facility	NSW Environmental Trust	\$ 95,083.00		\$ 95,078.35
Aboriginal Communities Water And Sewerage Program	Department of Planning, Industry & Environment	\$ 709,130.00	\$ 24,171.22	\$ 596,285.51
Menindee Fish Hatchery Scoping Study	Department of Agriculture	\$ 127,402.00	\$ 69,540.00	\$ 57,862.00
Western WAP 1520 Central Darling Shire Council - 2018/19	Local Land Services	\$ 9,335.70		\$ 4,708.66
Drought Communities Programme - Extension	Department of Planning, Industry & Environment	\$ 1,000,000.00	\$ 582,398.37	\$ 166,913.29
Wilcannia Township Gravity Sewer Scheme Scoping Study	Restart NSW	\$ 60,000.00	\$ -	-\$ 9,448.38
Drought Stimulus - Regional School Holiday Activities	Department of Planning, Industry & Environment	\$ 10,000.00		\$ -
Management Plan for Crown Land	NSW Communities & Justice	\$ 100,000.00	\$ 5,301.00	-\$ 5,566.03
Baaka Cultural Centre	Infrastructure NSW	\$ 3,500,000.00		\$ 3,500,000.00
Replacement of Wilcannia Water Treatment Plant	Department of Industry	\$ 3,500,000.00		\$ 3,500,000.00
Replacement of Ivanhoe Water Treatment Plant	Department of Industry	\$ 2,500,000.00		\$ 2,500,000.00
Roads to Recovery - Round 1	Department of Infrastructure, Regional Development and Cities	\$ 1,502,727.00		-\$ 132,823.62
Upgrade of Pooncarrie Road	Roads and Maritime Services	\$ 25,000,000.00	\$ 1,673,318.91	\$ 22,452,164.31
Remote Airstrip Upgrade Program Round 7	Department of Industry, Science, Energy and Resources	\$ 80,000.00	\$ 145,112.31	-\$ 81,497.31
Stronger Country Communities Fund Round 3	Department of Premier And Cabinet	\$ 760,340.00	\$ 60,121.60	\$ 700,218.40
Regional Road Block Grant Assistance	Roads and Maritime Services	\$ 2,808,000.00	\$ 475.88	\$ 2,660,154.09
Regional Road Repair 2019/2020	Roads and Maritime Services	\$ 400,000.00		-\$ 474,856.31
Local Roads and Community Infrastructure Program	Department of Infrastructure, Transport, Regional Development and Communications	\$ 1,701,818.00	\$ 310,379.88	\$ 1,391,438.12
Maari Ma Night Patrol and Wings Drop in Centre	Department of Planning, Industry & Environment	\$ 200,000.00		\$ 140,000.00
Baaka Curatorial Co-ordination Project	Regional NSW	\$ 15,000.00		\$ 15,000.00
DSP Council Stategic Planning	Department of Planning, Industry & Environment	\$ 220,000.00	\$ 114,024.95	\$ 105,975.05
DSP Council Capacity and Capability Building	Department of Planning, Industry & Environment	\$ 150,000.00	\$ 132,324.54	\$ 17,675.46
DSP Infrastructure / Employment Generation / Community Projects	Department of Planning, Industry & Environment	\$ 1,430,000.00	\$ 679,640.61	\$ 750,359.39
Menindee Rural Drought Emergency Funding Water Carting	Department of Planning, Industry & Environment	\$ 80,000.00		\$ 43,645.00
Wilcannia Showgrounds Stimulus Program	Department of Planning, Industry & Environment	\$ 130,000.00	\$ 393.87	\$ 129,606.13
Ivanhoe Multi Service Outlet Project	Department of Industry, Innovation & Science	\$ 450,000.00	\$ 83,994.99	\$ 366,005.01
Repair 2020/21 Project Funding	Transport for NSW	\$ 400,000.00	\$ 444,919.50	-\$ 305,041.09
Financial Assistant Grant Entitlement 2020/2021 - Local Roads	Local Government Grants Commission	\$ 1,648,446.00	\$ 1,575,248.85	\$ 73,197.15
Financial Assistant Grant Entilement 2020/2021 - Non Roads	Local Government Grants Commission	\$ 4,353,450.00		\$ 4,353,450.00
BAAKA Curation/CoOrdination Project	Museums and Galleries NSW, State Library of NSW and Sydney University	\$ 90,000.00		\$ 90,000.00
Roads to Recovery 2020/21	Department of Infrastructure, Regional Development and Cities	\$ 1,500,000.00	\$ 1,845,358.41	-\$ 345,358.41
Baaka Corporation Establishment - Legal Cost	Regional NSW	\$ 25,000.00	\$ 10,043.65	\$ 14,956.35
COVID-19 Economic Stimulus Package - Emergency Service Levy	NSW Office of Local Government	\$ 75,662.67	\$ 39,207.04	\$ 36,455.63
Regional Road Block Grant 2020-2021	Transport for NSW	\$ 1,402,000.00	\$ 37,911.90	\$ 1,364,088.10
FWJO Toilet Facility Upgrades	Far West Joint Organisation	\$ 230,000.00	\$ 43,161.19	\$ 179,212.45
FWJO Tourism Infrastrucure Enhancement	Far West Joint Organisation	\$ 550,000.00	\$ 127.38	\$ 549,872.62
FWJO Tourism Technology	Far West Joint Organisation	\$ 220,000.00	\$ -	\$ 220,000.00
The Festival of Place - Summer Fund	Department of Planning, Industry & Environment	\$ 10,000.00		\$ 10,000.00
		<b>\$ 68,379,308.97</b>	<b>\$ 8,758,802.07</b>	<b>\$ 49,965,604.95</b>

# CENTRAL DARLING SHIRE COUNCIL

CONSTITUED 1 MAY 1959  
ABN: 65 061 502 439

E-MAIL: [council@centraldarling.nsw.gov.au](mailto:council@centraldarling.nsw.gov.au)  
WEBSITE: [www.centraldarling.nsw.gov.au](http://www.centraldarling.nsw.gov.au)

PLEASE ADDRESS ALL  
CORRESPONDENCE TO:  
THE GENERAL MANAGER  
PO BOX 165  
WILCANNIA NSW 2836

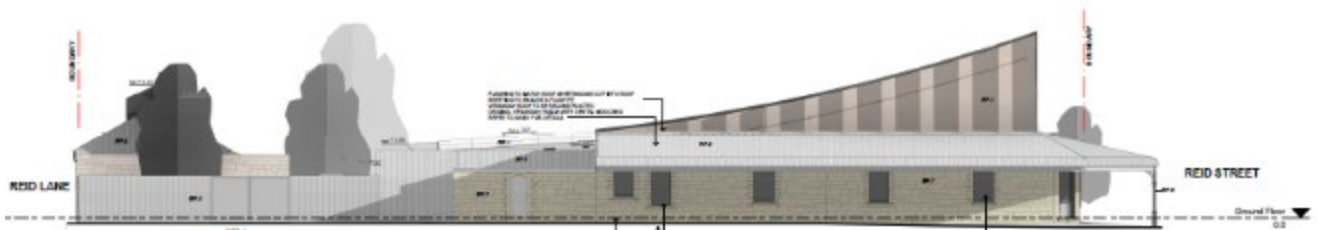


PHONE: (08) 8083 8900  
FAX: (08) 8091 5994

COUNCIL CHAMBERS  
21 REID STREET  
WILCANNIA NSW 2836

## PLAN OF MANAGEMENT – Lots 1, S13 and 4 DP759091, 44 Reid Street Wilcannia CENTRAL DARLING SHIRE COUNCIL

LOCAL GOVERNMENT AREA: THE CENTRAL DARLING SHIRE COUNCIL



Myers and Reid Street Wilcannia



## CONTENTS

1.	Plan Overview	5
	1.1 Plan of Management for land used for General Community use land across the Central Darling Shire Council Local Government Area	5
	1.1.1 What is the Plan of Management	5
	1.1.2 Need for the Plan of Management	5
	1.1.3 Process for preparing the Plan of Management	6
	1.1.4 Community Consultation	6
	1.1.5 Contents of the Plan of Management	7
	1.1.6 Local Government Act requirements	7
	1.2 Visions and Objectives – Central Darling Shire Council	8
	1.3 Date of adoption of Plan of Management for General Community use land	8
2	Introduction	
	2.1 Corporate objectives – overview of core objectives and purpose of areas categorised for general community use land for the Central Darling Shire Council Local Government area.	9
	2.2 Land to which this plan applies – permitted land uses	10
	2.3 Owner of land	12
	2.4 The development of lots	12
	2.5 Equity of access	14
	2.6 Type and distribution of facilities	14
	2.7 Impact of local residents	16
3	Relevant legislation, policies and procedures – overview of statutory guidelines that apply to community land categorised as land used for General Community uses	16
	3.1 Local Government Act 1993	16
	3.2 Other relevant legislation and statutory controls	17
	3.3 Land comprising habitat of threatened or endangered species	21
	3.4 Land comprising significant natural features	22
	3.5 Aboriginal cultural significance	22
	3.6 Non-indigenous cultural significance	22
	3.7 Reclassification	23
	3.8 Review of this Plan	24
	3.9 Community consultation	24
4	Basis of Management – Development, Use and Maintenance of the Community land used for General Community uses	27
	4.1 Categorisation of Community land	27
	4.2 Overview of Councils management of community land – development and maintenance strategy	29
	4.3 Guiding principles for land managed under this plan	30
	4.4 Key strategic directions	30

5	Land uses	32
	5.1 Permissible uses and developments	32
	5.2 Scale and intensity of land use	33
	5.3 Consent for Development and leasing or licensing of Community land subject of this PoM	34
	5.4 Uses and agreements	34
	5.5 Bookings and events	34
	5.6 Permitted and prohibited activities	34
	5.7 Specific use areas	35
	5.8 Signage	36
	5.9 Parking	36
	5.10 Principles for the development on adjoining land	36
	5.11 Extent and frequency of the maintenance of the land	36
	5.12 Role and level of engagement with volunteers and community groups with interest in the land	36
6	Leases, licences and other estates	
	6.1 What are leases, licences and other estates	36
	6.2 Authorisation of leases, licences or other estates over community land	37
	6.3 Short term uses	38
7	Strategy and action plan	39
	7.1 Plan of Management – objectives and performance targets and assessment of performance	39
	7.2 Objectives and performance targets of the plan	44
	7.3 Means by which council proposes to achieve the plans objectives and performance targets	49
8	Changes and review of Plan of Management	49
9	Appendices	51
	9.1 Appendix A –Land Managed by Council	52
	9.2 Appendix B – Property Information Sheets	53
	9.3 Appendix C – Land identification maps – single and multiple category land	55

## FIGURES and PHOTOGRAPHS

Cover photo: Photo of site

Figure 1 Map of Central Darling Shire Council area in NSW

Figure 2: Map of Central Darling Shire Council area showing major towns

No	Author	Version
1	Central Darling Shire Council	Draft POM – April 2021
2	Central Darling Shire Council	
3	Central Darling Shire Council	

## 1. PLAN OVERVIEW

### 1.1 PLAN OF MANAGEMENT FOR COMMUNITY LAND – General Community use – Community Culture Centre- Baaka Culture Centre – 44 Reid Street Wilcannia – Central Darling Shire Council.

#### 1.1.1 What is the Plan of Management!

The *Local Government Act 1993* (the Act) requires a Plan of Management to be prepared for all public land that is classified as ‘community’ land under that Act.

This is a Plan of Management (PoM) prepared by Central Darling Shire Council defines the value, use, management practices and intent for the broad public purpose for which this land has been reserved or dedicated.

A Plan of Management is a management tool, developed by council in consultation with the community, outlining the land’s features, and clarifies how Council will manage, use or develop the land in the future. The Plan of Management guides a clear process for public land management.

Community land may include a wide variety of properties, ranging from general community use land (ie health clinic, community buildings, small recreation reserves to parks, and sportsgrounds.

The *Local Government Act 1993* requires that community land be categorised as; natural area, park, sportsground, area of cultural significance, or general community use. A Plan of Management (PoM) can be prepared for more than one parcel of land (Generic or Geographic) or for a single property significant or specific.

#### 1.1.2 Need for the Plan of Management

The Management Plan is required in accordance with Section 36 of the *Local Government Act 1993*. The Plan of Management is to be consistent with the intended public purpose and management of the land.

The Plan of Management must comply with other guidelines, policies, and legal requirements which may apply to the land and provisions of environmental planning instruments for example a Local Environmental Plan (LEP) and development control plans (DCPs) made under the *Environmental Planning and Assessment Act 1979* and threatened species or native vegetation controls.

Plans of management provide information about the land and its users, and state what, why, how and by whom the values of a reserve are being managed. Plans of Management are statements about how a land is to be managed in line with its purpose.

The *Local Government Act 1993* (the ‘Act’) requires all Council-owned land to be classified as either ‘Community’ land or ‘Operational’ land. Land classified as ‘Community’ land is to be managed and used in accordance with an adopted Plan of Management.

The purpose of this Plan of Management is to ensure Central Darling Shire Councils strategic goals and vision as set out in the draft Central Darling Shire Community Strategic Plan 2020 and compliance with the *Local Government Act 1993*. The Plan of Management is to provide clear future development goals for the use and management of the community land.

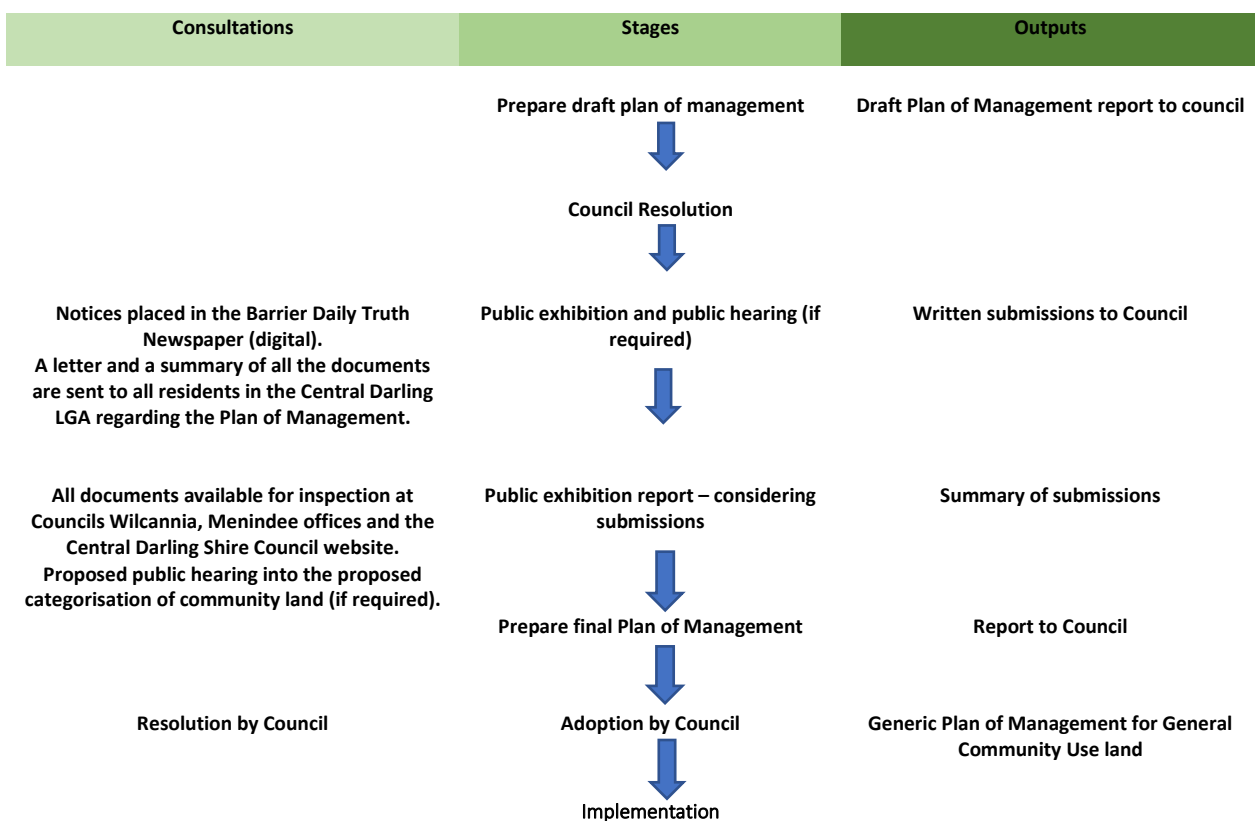
The land covered in this Plan of Management is located within the Central Darling Shire Local Government area within the townships of Wilcannia.

### 1.1.3 Process for preparing the Plan of Management

Public consultation required under the *Local Government Act 1993* to formally notify the community on the proposed Plan of Management.

*“if the draft first plan of management results in the land being categorised by reference to categories assigned as provided by this section, the council manager will not be required to hold public hearings under section 40A of the Local Government Act 1993, but must give public notice of it as required by section 38 of that Act.”*

If after public consultation there is no change to categorisation and no additional purpose needs to be added to the reserve, no additional ministerial consent is required and Council can proceed to adopt the Plan of Management as per the process outlined under Approach 1 of the Flowchart for Consultation and Approval of an Initial Plan of Management.



### 1.1.4 Community Consultation

Community consultation and input is important to ensure a Plan of Management meets the needs of the local community. It also encourages an appreciation of the Council’s aims for management of public land.

Before Council can adopt a Plan of Management, it must be placed on public exhibition for at least 28 days. The period in which written submissions can be received is not less than 42 days from the first day of public exhibition. In addition, a public hearing must be held, in accordance with the requirements of Sections 40(A) and 47(G) of the Act if community land is intended to be either categorised or re - categorised.

### 1.1.5 Contents of the Plan of Management

<b>Introduction –</b>	Background of the Plan of Management, what is the document, why is there a need for the Plan of Management, the process of preparing the Plan of Management, community consultation.
<b>Land description and planning –</b>	Lists the lots covered by the Plan of Management
<b>Legislative framework -</b>	State Government Planning legislation and Local environmental plans
<b>Basis of Management –</b>	Categories of community land
<b>Land uses –</b>	Permissible uses and developments
<b>Leases, licences –</b>	Authorisation of leases, licences and other estates – casual hire etc.
<b>Strategy and Action Plan –</b>	Objectives, performance targets, assessment of performance.
<b>Change and review of PoM–</b>	Process of Review and updates to Plans of Management.
<b>Appendices –</b>	<b>Appendix A</b> – Schedule of lots covered by the Plan of Management. <b>Appendix B</b> – Detailed property sheets for each lot listed in Appendix A. The sheets contain information required under the Act and additional information to facilitate the relationship between the council’s strategies and operational management. <b>Appendix C</b> – Maps of the land.

### 1.1.6 Local Government Act requirements.

The following is a list of the requirements for the Plan of Management under the Local Government Act.

- The categorisation of community land is listed Appendix B, Section 4.
- Core Objectives for management of the land - Section 2
- Description of the condition of the land and any buildings or other improvements Appendix B
- Purposes for which the land and any such buildings or improvements will be permitted to be used Section 4.
- Purpose for which any further development of the land will be permitted Section 4.
- Description of the permitted uses or development on the lots. And authorisation of leases and licences over community land Section 5.
- Performance targets Section 5.
- Process for assessing achievement of objectives and performance targets Section 5.

## 1.2 VISIONS AND OBJECTIVES – CENTRAL DARLING SHIRE COUNCIL

In a broader context, Council community land lots are managed by the Central Darling Shire Council. The geographic location the subject property is within the towns of Wilcannia, provides an opportunity to consider a management structure with the capacity for resources to be shared with a view to achieving operational and financial efficiencies.

The management actions in this Plan of Management are formulated to address and achieve the following:

- Social equity – decision making that leads to greater physical, cultural and financial access in the delivery of services and facilities;
- Environmental quality – using only the resources that are required to deliver facilities and services and improving overall physical amenity while reducing detrimental impacts on natural assets;
- Economic prosperity - promoting the development of jobs, business improvement, tourism industry development and market growth in a sustainable manner; and
- Corporate governance – managing assets and resources in a way that is accountable, transparent, responsive, efficient and equitable and complies with all applicable legislation.

## 1.3 DATE OF ADOPTION OF PLAN OF MANAGEMENT FOR LAND USED FOR COMMUNITY USES

The Central Darling Shire Council Plan of Management for community land – general community use – community cultural centre , at Lot 1 Section 13 DP759091 44 Reid Street Wilcannia, has been prepared with the provisions of the *Local Government Act 1993*.

The Plan of Management is consistent with the public purpose for the land and the principles of *Local Government Act 1993* as well as other guidelines, policies, and legal requirements which may apply to the reserve such as the provisions of environmental planning instruments for example a Local Environmental Plan (LEP) and development control plans (DCPs) made under the *Environmental Planning and Assessment Act 1979* and threatened species or native vegetation controls.

Plans of Management are to be prepared in accordance with the *Local Government Act 1993* and adopted by the Council.

## **2. INTRODUCTION**

### **2.1 CORPORATE OBJECTIVES – Overview of core objectives and purpose of community land categorised as general community use land for the Central Darling Shire Council local government area.**

The location of the Central Darling Local Government Area (Central Darling LGA) is shown in Figure 1, it is situated in far-western NSW.

The Central Darling LGA is the largest local government area in NSW by spatial extent, comprising around 53,000 square kilometres, but with the smallest population, being 1,833 people according to the 2016 Australian Bureau of Statistics Census. Its low population density reflects its semi-arid nature. The main town within the Central Darling LGA is Wilcannia (Figure 2), centrally located within the local government area and having a population of around 745 people.

The Central Darling Shire Council (Wilcannia, Menindee, Ivanhoe, White Cliffs, Tilpa area) is located in the country of the Paakantji, Barkindji and the Ngiyampaa people, the Council wish to acknowledge the traditional owners of the land.

The Aboriginal people have a unique place in our Australian society. The Central Darling area around Wilcannia was held by the Barkindji tribe (from barka meaning a river). Many of the Aboriginal people living in Wilcannia today belong to the Barkindji tribe.

Central Darling Shire Councils objectives for management of Community land lots are:

- Effective leadership in the Sportsgrounds land management
- Community development through involvement, participation, partnership, ownership and collaborative approach to assist in effecting management of the land
- Facilitation of maintenance services for the land
- Community ownership of community land uses land to encourage use and maintenance of the land
- Delivery of consistent, affordable and achievable maintenance services and maintained community facilities.

The Central Darling Shire Council recognises the importance of services to its communities in relation to its social and cultural development and general well-being.





Figure 1: Location of the Central Darling LGA (highlighted in yellow) within NSW (Source: Six Maps)

## 2.2 LAND TO WHICH THIS PLAN APPLIES – PERMITTED LAND USES

The objective and intended outcomes of this Plan of Management for community land with the new category of General Community use land and nominate the use of the land for a community cultural centre for the allotment Lot 1 Section 13 DP759091 44 Reid Street Wilcannia.

Therefore, the Plan of Management for the council owned community land nominates a new category for the land being General Community use land and a new use for the land being community cultural centre.

The lots identified by this Plan of Management is in Appendix A.

The Property Information sheets for Lot 1 Section 13 DP759091 44 Reid Street Wilcannia is in Appendix B.

The land identification maps are in Appendix C.

Land that is not covered by this Plan of Management includes:

- Public open spaces and recreation facility assets within the local government area (LGA) which are owned or managed by other entities;
- Privately owned land, which is made available for public use;
- Roads that has been physically closed.

Below is a map of the towns of the Central Darling Shire Council local government area, the main towns are Tilpa, White Cliffs, Ivanhoe and Mossgiel, Wilcannia, Menindee and Sunset Strip.

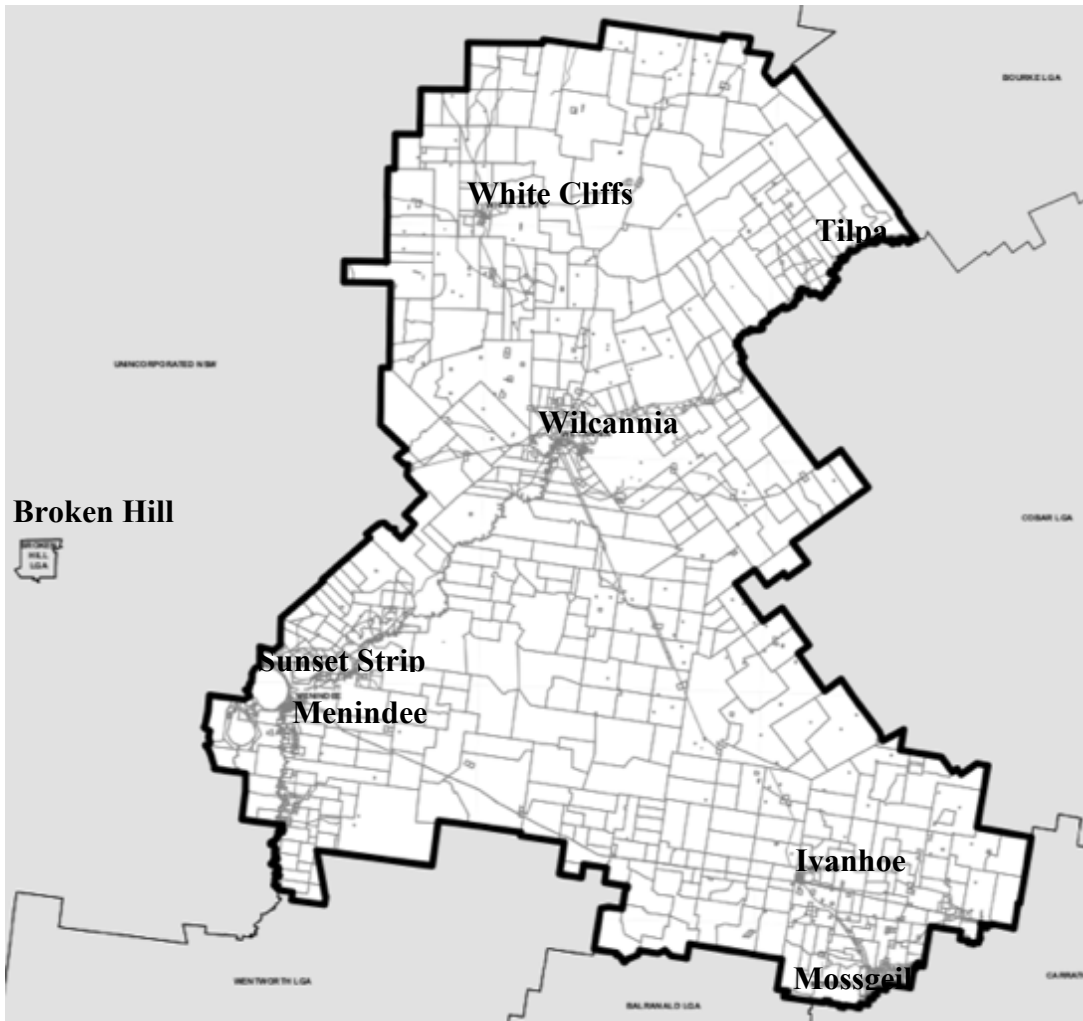


Figure 2: Location of Wilcannia, Broken Hill White Cliffs, Ivanhoe, Tilpa Mossgiel, Menindee and Sunset Strip within the Central Darling LGA (source: Central Darling Local Environmental Plan 2012 application map)

**Categorisation –Community Land –General Community Use - Community Health Facility.**

This Plan of Management is for the implementation of a new Land Category for the General Community use land - and for the new land use - Community Cultural Centre – Baaka Cultural Centre for Lot 1 Section 13 DP759091 44 Reid Street Wilcannia.

## 2.3 OWNER OF LAND OF THE LAND

The owner of the land Lot 1 Section 13 DP759091 44 Reid Street Wilcannia in this Plan of Management is the Central Darling Shire Council.

The manager of the land is the Central Darling Shire Council.

## 2.4 THE DEVELOPMENT OF COMMUNITY LAND LOTS

The land Lot 1 Section 13 DP759091 44 Reid Street Wilcannia which is owned and managed by the Central Darling Shire Council.

The new category for the council owned community land is – general community use.

<sup>1</sup>The original use of the building known as the “Knox and Downs building” was as a large corner store in Wilcannia, it served the West Darling district as a major retail supplier of ‘everything’ from 1899.

The building was significantly damaged by a fire in 2002, with a few of the exterior walls retained (see photos below – Source Elizabeth Vines – Conservation and Adaptive reuse of heritage elements into aboriginal cultural centre.

The proposed use of a new building on the site (retention of the historic facades) is as a community cultural centre. The use of the new building for the Baaka Culture Centre is an acceptable land use within the category of general community use.



Photo 1: Current condition of building in 2019 (Source: Elizabeth Vines 2019)

---

<sup>1</sup> Source Elizabeth Vines – Knox and Downs Baaka Project – 44 Reid Street Wilcannia - Conservation and Adaptive reuse of heritage elements into aboriginal cultural centre.



Photo 2: Rear stone building (Source: Elizabeth Vines 2019)



Photo 3: Early photo from Reid Street – Source Elizabeth Vines 2019



Photo 4: Photo from 1950s of Knox and Downs building (Source: Elizabeth Vines 2019)



Photo 4: Photo prior to fire in 2002 of Knox and Downs building (Source: Elizabeth Vines 2019)

## 2.5 EQUITY OF ACCESS

The community land lots covered by this Plan of Management do not have restricted access to the proposed building. The lot is on flat land, therefore access is not restricted to people in Wheelchairs.

## 2.6 TYPE AND DISTRIBUTION OF FACILITIES

The subject lot has no facilities located on the land the lot is occupied by remaining exterior heritage listed walls of a previous commercial premises (store).

The proposed facility on the land is a community cultural centre ( Community Baaka Cultural Centre). The proposed site plan is below.

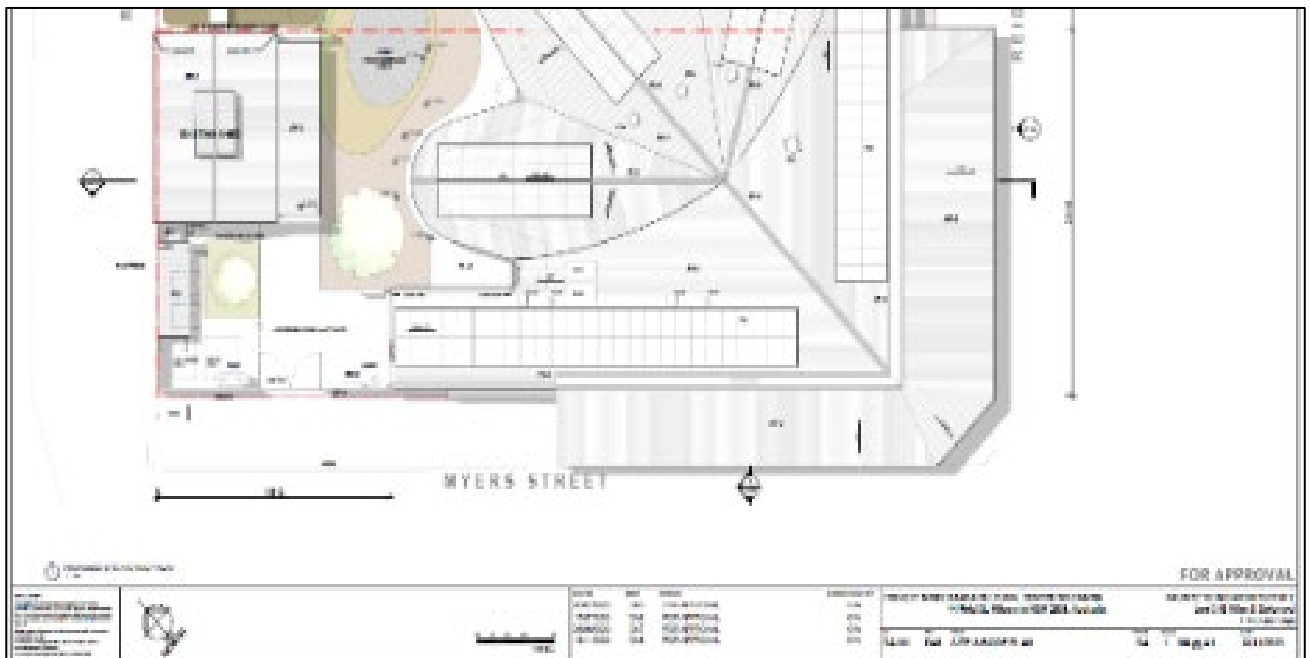


Figure 3: Site plan of new Baaka Cultural Centre at 44 Reid Street Wilcannia (Source Kaunitz Yeung Architecture 2021)

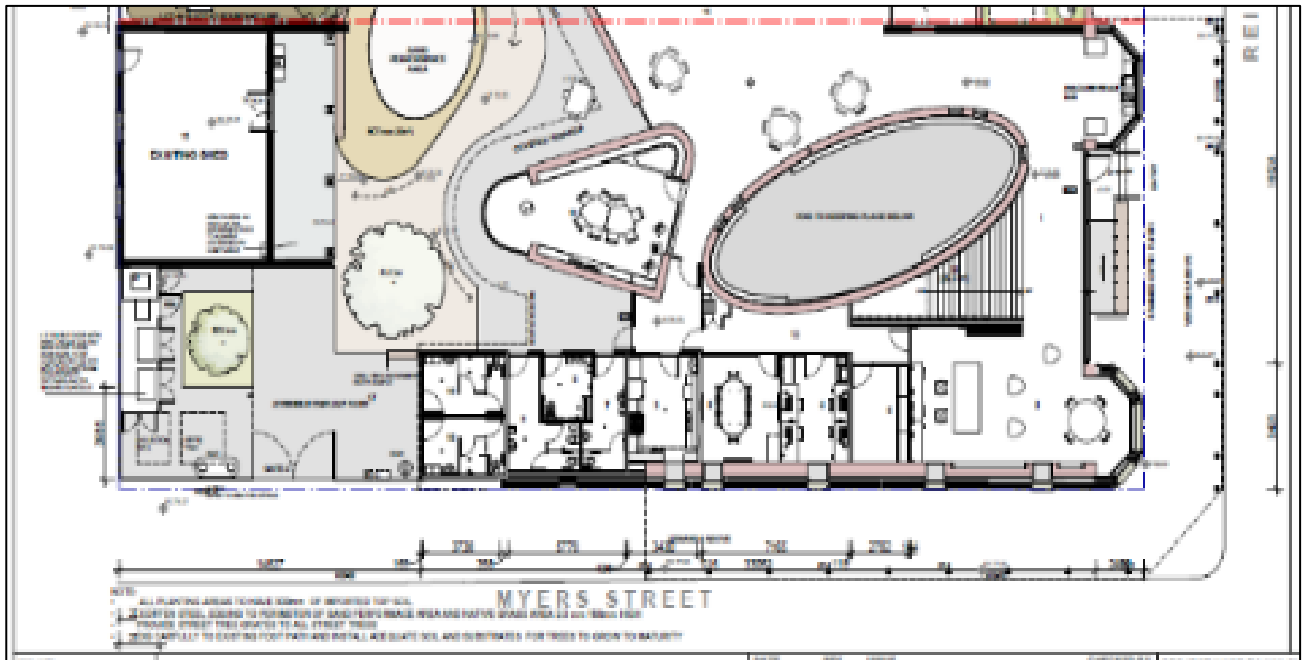


Figure 4: Ground floor plan of new Baaka Cultural Centre at 44 Reid Street Wilcannia (Source Kaunitz Yeung Architecture 2021)

## 2.7 IMPACT OF LOCAL RESIDENTS

The subject lot has currently no facilities for the local community. The proposed use of the new building is for the Baaka Culture Centre that will benefit the local Community and provide information and the history of area and promote the Aboriginal owners of the land promoting the Barkandji culture and people.

## 3. RELEVANT LEGISLATION, POLICIES AND PROCEDURES – OVERVIEW OF STATUTORY GUIDELINES THAT APPLY TO THE LAND.

### Introduction

The management, operation and improvement of community land lots must take account of a range of statutory controls and policies. It is a fundamental requirement of this Plan of Management that the Land Manager will comply with the requirements of applicable legislation, regulations, approvals and policies.

This Plan of Management has been prepared in accordance with the *Local Government Act 1993*. This Plan of Management provides a framework for the future management and improvement of the lots. Other legislation including environmental planning policies, regulations, guidelines and strategies also require consideration especially where any new development proposals are contemplated.

The land will therefore be used and managed in accordance with the following:

- The Plan of Management applying to the land;
- *Environmental Planning and Assessment Act 1979* and any planning instrument permitting the use of the land for a specified purpose or otherwise regulating the use of the land;
- *Local Government Act 1993*; and

- *Local Government (General) Regulation 2005.*

### 3.1 LOCAL GOVERNMENT ACT 1993

#### **Local Government Act 1993**

#### **Local Government (General) Regulation 2005**

While the *Local Government Act 1993* (LG Act) contains many provisions that have an impact on the management of the subject community land lots. Under section 36(1) of the *Local Government Act 1993*, Plans of Management must be prepared for all community land. Community land is land which is kept for use of the general public. Clause 101(2) of the *Local Government General Regulation 2005* requires Council to have regard to the guidelines for categorisation of community land set out in Clauses 102 to 111 of that regulation.

The *Local Government Act 1993* requires all Council owned land to be classified as either “Operational” or “Community land”. Community land is defined as land that must be kept for the use of the general community, and must not be sold. Community land is required to be managed in accordance with a Plan of Management, and any other laws regulating the use of the land.

This Plan of Management has been prepared in accordance with the *Local Government Act 1993*. The minimum requirements for a Plan of Management are set out under section 36(3) of the *Local Government Act 1993*.

A Plan of Management must identify the category of the land the objective and performance targets of the plan with respect to the land, the means by which Council proposes to assess its performance with respect to the plans objectives and performance targets, and may require the approval of the Council for the carrying out of any specified activity on the land.

The specific requirements for the Plan of Management from the *Local Government Act 1993 No 30* are as follows:

#### ***“Local Government Act 1993 No 30***

#### ***Chapter 6 Part 2 Division 2 Section 36***

#### ***36 Preparation of draft plans of management for community land***

*(1) A council must prepare a draft plan of management for community land.*

*(2) A draft plan of management may apply to one or more areas of community land, except as provided by this Division.*

*(3) A plan of management for community land must identify the following—*

*(a) the category of the land,*

*(b) the objectives and performance targets of the plan with respect to the land,*

*(c) the means by which the council proposes to achieve the plan’s objectives and performance targets,*

*(d) the manner in which the council proposes to assess its performance with respect to the plan’s objectives and performance targets,*

*and may require the prior approval of the council to the carrying out of any specified activity on the land.*

*(3A) A plan of management that applies to just one area of community land—*

*(a) must include a description of—*

*(i) the condition of the land, and of any buildings or other improvements on the land, as at the date of adoption of the plan of management, and*

*(ii) the use of the land and any such buildings or improvements as at that date, and*

*(b) must—*

- (i) specify the purposes for which the land, and any such buildings or improvements, will be permitted to be used, and*
- (ii) specify the purposes for which any further development of the land will be permitted, whether under lease or licence or otherwise, and*
- (iii) describe the scale and intensity of any such permitted use or development.”<sup>2</sup>*

Sections 36E – 36N of the *Local Government Act 1993* specifies the core objectives for the management of each category of community land.

The proposed category for the land is general community use.

A local council cannot grant an approval for an activity on dedicated or reserved lot under Part 1 of Chapter 7 (including Section 68) of the [Local Government Act 1993](#) that contravenes a plan of management for the land.

## **3.2 OTHER RELEVANT LEGISLATION AND STATUTORY CONTROLS – Environmental Planning and Assessment Act 1979 and other legislation**

### **Environmental Planning & Assessment Act 1979**

The *Environmental Planning and Assessment Act 1979 (EP&A Act)* establishes the statutory planning framework or basis for environmental and land use planning and the development consent process for the use and development of land within New South Wales.

Section 4.15 of Part 4 of the EP&A Act outlines the factors that must be considered when a Development Application is assessed. These include:

- Any environmental planning instrument;
- Any draft environmental planning instrument that has been placed on public exhibition and details of which have been notified to the consent authority;
- Any development control plan;
- The Regulations;
- The likely impacts of the development, including environmental impacts on both the natural and built environment, and social and economic impacts on the locality;
- The suitability of the site for the development;
- Any submissions made in accordance with the Act or the Regulations; and
- The public interest.

The EP&A Act has a range of other provisions that may take effect depending upon the nature of a development proposal and the issues that may be encountered.

Notwithstanding the provisions of Part 4 of the Act, a public authority may take the role of determining authority where a Plan of Management has been adopted.

Under Part 5 of the Act, a public authority is a "determining authority" for development that is permissible without consent and is being carried out by it or someone else on its behalf, this development is called an "activity".

Within Part 5, section 5.5 requires a determining authority to "examine and consider, to the fullest extent possible, all matters affecting or likely to affect the environment by reason of the activity".

Typically, the section 5.5 duty is discharged by way of an assessment report known as a review of the environmental factors (REF). If the Part 5 planning pathway applies, Councils land managers would need to consider

---

<sup>2</sup> Local Government Act 1993 No 30 – 1 July 2020 – Clause 36 Preparation of draft plans of management for community land – source – [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).



all relevant environmental impacts, and set out ways in which it proposes to avoid and minimise adverse impacts on the environment. A REF may include matters such as impacts on the community, ecosystems, the environmental quality of a locality, pollution, safety and the cumulative environmental effect.

### **Native Title Act 1993 (Commonwealth)**

Council is required to undertake steps to identify what affect any activity that they undertake on land will have on Native Title, what provisions of the *Native Title Act 1993* will validate the activity and what procedures should be taken in relation to a particular activity prior to its commencement. Council must receive written advice from its Native Title Manager in relation to certain activities and acts carried out on community and operational land.

Native title is the legal recognition of the individual or communal rights and interests which Aboriginal people have in land and water, where Aboriginal people have continued to exercise their rights and interests in accordance with traditional law and custom since before the British asserted sovereignty over Australia. Native title rights and interests are formally recognised under the *Native Title Act (1993)* (Commonwealth).

All activities on the land must address the issue of native title. Whilst a successful claim for native title will lead to official recognition of native title rights, native title rights are considered to pre-date such recognition. Native title can therefore be relevant to activities carried out on the land even if no native title claim has been made or registered.

The native title process must be considered for each activity on the land and a native title assessment must be undertaken. Almost all activities and public works carried out on the land will affect native title and require validation of the future act procedures in Division 3 of the *Native Title Act 1993* by Council's Native Title Manager.

Prior to any works commencing in relation to this Plan of Management, the Native Title Manager will comply with the requirements of the Native Title Act. This includes determining if Native Title has been extinguished, working through the Future Acts regime and liaising with the relevant authority in relation to any existing agreements or Indigenous Land Use Agreements.

### **Aboriginal Land Rights Act 1983**

In New South Wales, Aboriginal Land Rights sits alongside native title and allows Aboriginal Land Council's to claim 'claimable' Crown land. Generally, the Aboriginal Land Rights Act is directed at allowing Land Council's to claim upon community land that is unlawfully used or occupied. If a claim is successful, the freehold estate of the land is transferred to the Land Council.

Council should be mindful that any activity on community land is lawful in relation to the reserve purpose of the land, Council should ensure that the community land under its control is at all times lawfully used and occupied. When planning an activity of the land such as the issue of a lease or licence or any public works, Council should request a search to determine whether an Aboriginal Land Rights claim has been made in relation to the land. If a claim is registered the activity must be postponed until the claim is resolved. Strategies which allow Council to validly carry out a project or activity under the Native Title Act may not deal with project risks arising in relation to the *Aboriginal Land Rights Act 1983*.

### **Threatened Species Conservation Act 1995**

Council has legislative responsibility under this Act to appropriately manage the threatened species populations and Vulnerable or Endangered Ecological Communities and their habitats wherever they occur despite the categorisation of the land.

Where identified Council is bound by the Act to take any appropriate action necessary to implement measures and must not make decisions that are inconsistent with the provisions of any Threat Abatement or Recovery Plan.

### **Relevant Environmental Planning Policies & Instruments**

This Plan of Management does not over-rule existing legislation that also applies to the management of community land. Other legislation and policies to be considered in the management process include but are not limited to the:

*Public Works Act 1912, (as amended) Biodiversity Conservation Act 2016,  
Local Land Services Act 2016,  
Water Management Act 2000,  
Clean Waters Act 1970,  
Companion Animals Act 1998,  
Rural Fires Act 1997,  
Rural Fires Regulation 2002,  
Noxious Weeds Act 1993,  
Pesticides Act 1999,  
The Protection of the Environment Operations Act 1997,  
The Protection of the Environment Operations (Noise Control) Regulation 2008  
Companion Animals Act 1998  
Disability Discrimination Act 1992  
Heritage Act 1977  
Waste Minimisation Act 1995  
Pesticides Act 1999 Retail Leases Act 1994  
Biodiversity and Conservation Act 2016  
Water Management Act 2000*  
Council plans, strategies, policies, procedures and guidelines, generally, as amended.

### **State Environmental Planning Policy (Infrastructure) 2007**

*State Environmental Planning Policy (Infrastructure) 2007* provides that certain types of works do not require development consent under Part 4 of the EP&A Act.

Clause 20 of the SEPP provides general requirements for exempt development. Clause 20A of SEPP (Infrastructure) provides that a range of minor works are “exempt development” when carried out on behalf of a public authority. These works are itemised in Schedule 1 of the SEPP and include items such as pergolas, internal building alterations, car parking, fencing, firefighting equipment and landscaping.

Division 12 of the SEPP including provisions for exempt development and for development without consent on community land used for general community uses. Clause 65 (2) (d) of the Policy provides that development can be carried out without consent by the manager of the land if the development is for purposes of implementing a Plan of Management adopted. It should be noted that where this occurs, a review of environmental factors (REF) under Part 5 of the Act is usually undertaken.

Pursuant to the provisions of Clause 66 a number of additional works within community land used for general community uses may be undertaken as exempt development.

The provisions of this SEPP are relevant to the future implementation of this Plan of Management as well as to the Land Manager’s ongoing management of the reserved land.

## **Central Darling Local Environmental Plan 2012**

The *Central Darling Local Environmental Plan 2012* (CDLEP2012) is the local environmental planning legislation that applies to the Central Darling Shire Council area.

The land use zone permits certain uses of the land, where the land use zone permits the current land use or activity on the land under the *Central Darling Local Environmental Plan 2012*.

The lots subject to this Plan of Management has the following land use zone:

## **Central Darling Local Environmental Plan 2012**

### **Zone B2 Local Centre**

#### **1 Objectives of zone**

- To provide a range of retail, business, entertainment and **community uses** that serve the needs of people who live in, work in and visit the local area.
- To encourage **employment opportunities** in accessible locations.
- To maximise public transport patronage and encourage walking and cycling.
- To encourage infrastructure that supports the viability of business centre precincts.
- To enable business development to occur while retaining the existing character of the local centre.

#### **2 Permitted without consent**

*Environmental protection works; Home-based child care; Roads; Water reticulation systems*

#### **3 Permitted with consent**

*Boarding houses; Centre-based child care facilities; **Commercial premises; Community facilities;** Educational establishments; Entertainment facilities; Function centres; Information and education facilities; Light industries; Medical centres; Oyster aquaculture; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Service stations; Shop top housing; Tank-based aquaculture; Tourist and visitor accommodation; Any other development not specified in item 2 or 4*

#### **4 Prohibited**

*Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Camping grounds; Cemeteries; Correctional centres; Crematoria; Eco-tourist facilities; Electricity generating works; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Highway service centres; Industries; Marinas; Mooring pens; Moorings; Open cut mining; Pond-based aquaculture; Recreation facilities (major); Resource recovery facilities; Rural industries; Rural workers' dwellings; Sewage treatment plants; Vehicle body repair workshops; Waste disposal facilities; Water treatment facilities; Wharf or boating facilities*

## **Heritage**

The Central Darling Shire Council has carried out a number of heritage studies, and is currently amending the *Central Darling Local Environmental Plan 2012* to recognise the Heritage Conservation area of the Wilcannia town centre and additional heritage items within the Central Darling Shire Council area.

The inclusion of heritage significant items within the *Central Darling Local Environmental Plan 2012* provides a strong framework to protect these assets. This Plan of Management is intended to be consistent with the LEP framework, but to focus primarily on the nature and balance of use, management and care of the land as a whole.

The site at 44 Reid Street Wilcannia for the Baaka Cultural Centre is within the new Wilcannia Conservation Area. A Conservation and Adaptive Reuse of heritage elements into an Aboriginal Cultural Centre for the Knox and Downs heritage listed building for the Baaka Cultural Centre.

The following is an excerpt from a heritage report by Elizabeth Vines, OAM, Conservation Architect and Heritage Advisor for the Central Darling Shire,

<sup>3</sup>*“The site of the Knox and Downs Store is at the key intersection of Reid Street and Myer Street in the centre of Wilcannia in western NSW. The shop/store building on this site was originally a well detailed Victorian stone building with elaborate parapet, and encircling verandah supported on cast iron columns. The building dated from the 1890s, but in 2002 a fire severely damaged the building. The building had a large cellar, and this has cleaned out and then temporarily filled in for future excavation in the development.*

*Prior to the 2002 fire, the store made an important streetscape contribution to the character of Wilcannia and was one of a group of buildings (including the Court House, Gaol, Post Office and Queens Head Hotel) that have survived relatively unchanged since their original construction in the 1890s. The fire left the verandah, front parapet and west side walls standing, but this was unstable and gradually the structure collapsed. The parapet was subsequently demolished due to its unstable condition, with a resultant loss of structural integrity and architectural detailing of the building. The building site has been a visual eyesore now for many years in Wilcannia and there has been a long time ambition to find a new use and clean up the negative impact that this has had on the main intersection of Wilcannia. The proposal for a cultural centre in this significant and highly visible location is a very welcome proposal for the town of Wilcannia.”*

### **3.3 LAND COMPRISING OF HABITAT OF THREATENED OR ENDANGERED SPECIES – NATURAL ENVIRONMENT**

For the purposes of this Plan of Management for this lots, no assessment for comprehensive ecological studies to assess the impact on threatened species or important ecological value, has been undertaken by Central Darling Shire Council.

Therefore, this Plan of Management does not cover any information on the following:

- a known natural, geological, geomorphological, scenic or other feature that is considered by the council to warrant protection or special management considerations, or
- a wildlife corridor, is land to which this section applies, or
- habitat or threatened or endangered species.

in any of the community land used for general community use land, covered by this Plan of Management.

### **3.4 LAND COMPRISING SIGNIFICANT NATURAL FEATURES**

For this Plan of Management there is no information additional information on the impact on land with significant natural features.

---

<sup>3</sup> Elizabeth Vines, OAM, Conservation Architect and Heritage Advisor for the Central Darling Shire – Know and Downs, Baaka Project Reid Street Wilcannia – Conservation and Adaptive Reuse of Heritage Elements into the Aboriginal Cultural Centre – Heritage Impact Statement on Design Proposal. August 2020.

### 3.5 ABORIGINAL CULTURAL SIGNIFICANCE

The Central Darling Shire Council (Wilcannia, Menindee, Ivanhoe, White Cliffs, Tilpa area) is located in the country of the Paakantji, Barkindji and the Ngiyampaa people, the Council wish to acknowledge the traditional owners of the land.

The Aboriginal people have a unique place in our Australian society. The Central Darling area around Wilcannia was held by the Barkindji tribe (from barka meaning a river). Many of the Aboriginal people living in Wilcannia today belong to the Barkindji tribe.

The *Central Darling Local Environmental Plan 2012* describes places of Aboriginal Heritage significance as:

An area of land, the general location of which is identified in an Aboriginal heritage study adopted by the Council after public exhibition and that may be shown on the Heritage Map, that is:

- (a) *the site of one or more Aboriginal objects or a place that has the physical remains of pre-European occupation by, or is of contemporary significance to, the Aboriginal people. It may (but need not) include items and remnants of the occupation of the land by Aboriginal people, such as burial places, engraving sites, rock art, midden deposits, scarred and sacred trees and sharpening grooves, or*
- (b) *a natural Aboriginal sacred site or other sacred feature. It includes natural features such as creeks or mountains of long-standing cultural significance, as well as initiation, ceremonial or story places or areas of more contemporary cultural significance.*

The community land covered within this Plan of Management is not yet identified as having Aboriginal significance and have not been declared under section 84 of the *National Park and Wildlife Act 1974*, however, any areas of Aboriginal significance that may be discovered are covered by this Plan of Management.

### 3.6 NON-INDIGENOUS CULTURAL SIGNIFICANCE

Captain Charles Sturt was the first European to map the Murrumbidgee River and the Murray River to its mouth in 1830. In 1835 Major Thomas Mitchell followed the Bogan and Darling Rivers down to Menindee. He named Mt Murchison on the Darling. Settlement commenced prior to 1850 along the Darling, but it was 1855 before the Central Darling runs were consolidated. Captain Francis Cadell's Steamer Albury entered the Darling on 27 January 1859 and reached Mt Murchison in 8 days. Later the name was changed to Wilcannia meaning 'a gap in the bank where flood waters escape'.

The township of Wilcannia was notified on 26 June 1866. In 1880 it had a population of 3000 with 13 hotels and was known as 'The Queen City of the West'. Wilcannia became one of the major ports of the Murray Darling system and the paddle steamer trade flourished for 70 years. In 1887 218 steamers and their barges unloaded stores weighing 36,170 tons, and 222 loaded wool and other produce weighing 26,552 tons at the port of Wilcannia. At one time there were 30 steamers loading or unloading. There were 90 steamers plying the Darling in 1890. The total distance from Wilcannia to Goolwa at the mouth of the Murray is 1110 river miles. Eventually rail and road transport killed the river boats and Wilcannia lost its former glory. Many fine buildings from the era remain in good condition making Wilcannia one of the best preserved historic towns in Australia.

The name 'White Cliffs' seems to have come from the smudgy white cliffs easily seen by passengers travelling the road from the river port of Wilcannia and the Mt Brown gold fields. From the first there were problems with lack of water and extreme heat in summer. These conditions made for considerable hardship in the opal fields and led to the town's characteristic underground dwellings, not the first in Australia but the first on any opal field. Over 100

businesses catered to their needs. There were five places of worship, a public school whose first schoolmaster was the father of famous cricketer Bill (Tiger) O'Reilly, a convent, a hospital, two doctors, a pharmacy, seven stores, five pubs, five eating houses (one underground), five guest houses, four billiard rooms, four well stocked libraries, a local newspaper, four bands and four halls where dozens of clubs and societies met and where local and overseas companies entertained regularly.

At the turn of the century, a population of some 4,000 people lived in an incredible assortment of over 500 dwellings in the town as well as other homes up behind the mullock heaps.

Ivanhoe was originally situated on a well-used route across flat, western New South Wales between Wilcannia and both Balranald and Booligal. The town was a change station (where coach horses were changed) for Cobb & Co. by 1884. The arrival of the railway in 1925, and the completion of the line from Sydney to Broken Hill in 1927, was a definite boost to the town.

Menindee's history is full of colour and characters. It was 'discovered' by the aborigines of the Barkindji Tribe. Their fossilised skeletons remain in the dry sand dunes around the Menindee lakes and have provided some of the most prolific and consistently early remnants of human existence anywhere in the world. Thus far archaeologists have positive evidence of occupation dating back 26,000 years - not much younger than the now famous neighbouring site, Lake Mungo.

Various sites across the Central Darling Shire Council Local Government Area are currently subject to a planning proposal for additional heritage items and the new Wilcannia heritage conservation area.

The lot listed in this Plan of Management is included within the proposed Wilcannia heritage conservation zone. The lot is heritage listed within the Central Darling Local Environmental Plan 2012 as a local heritage item.

Wilcannia                      Knox and Downs Store                      44 Reid Street                      Lot 1, Section 13, DP 759091                      Local                      120

Figure 5: Schedule 5 Environmental heritage- Central Darling Local Environmental Plan 2012 (Source NSW Legislation website 2021)

### **Existing Heritage Listings and Conservation Management Plan 2001**

*The Knox and Downs site is listed in the Central Darling Shire Local Environment Plan and scheduled as an item of Local Significance.*

*In 2007 a Conservation Management Plan was prepared for the site. The elements on the site identified as having heritage significance were as follows:*

#### *“3.2.1 External Elements*

*The surviving elements of original building fabric from the store are as follows:*

- *The verandah columns, these are all Stewart & Harley cast iron elements from Adelaide.*
- *The surviving sandstone and brick of the building itself – on the west elevation.*

#### *3.2.2 Internal Elements*

*There are no internal elements of significance which survive after the fire.*

#### *3.2.3 Site Elements*

*At the rear of the site, there is a stone outbuilding, which survives substantially intact.*



Figure 5: Heritage map 006A (March 2021) showing subject site as I20 (Source NSW Legislation website 2021)

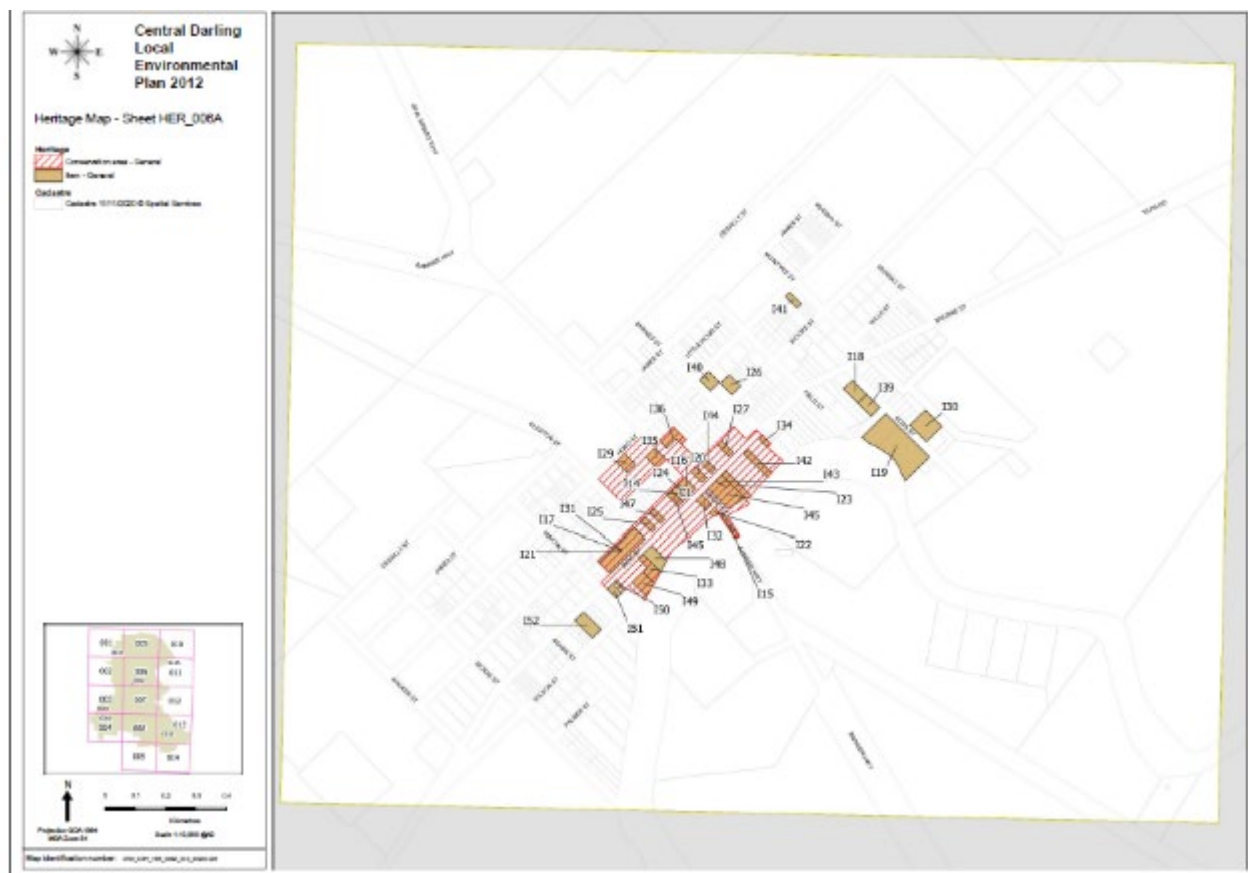


Figure 5: Proposed Heritage map 006A (March 2021) showing subject site as I20 and within the proposed Wilcannia Heritage Conservation area (Source Central Darling Shire Council 2021)

### **3.7 RECLASSIFICATION AND USE OF THE LAND**

The subject community land may be sold to the Baaka Corporation. For this action to occur a change in the classification from community land to operational land is required through a planning proposal to amend the *Central Darling Local Environmental Plan 2012*.

### **3.8 REVIEW OF THIS PLAN**

The use and management of the community land is regulated by this Plan of Management. The guidelines and principles outlined in the plan are applicable at present, the Plan should be reviewed from time to time, to confirm its relevance. The review should take place within five (5) years of adoption of this plan.

However, this Plan of Management will only be in place until the land is reclassified from community land to operational land and then sold to the Baaka organisation.

### **3.9 COMMUNITY CONSULTATION**

Consultation with the community is an important part of the preparation of this Plan of Management. Consultation gives Council a better understanding of the range of local issues affecting the use and enjoyment of the land to which this Plan of Management applies and gives all sectors of the community the chance to have an input into the direction of policy development being undertaken by Council. All stakeholders are given the opportunity to express their opinions and provide relevant information in relation to the planned management of the land.

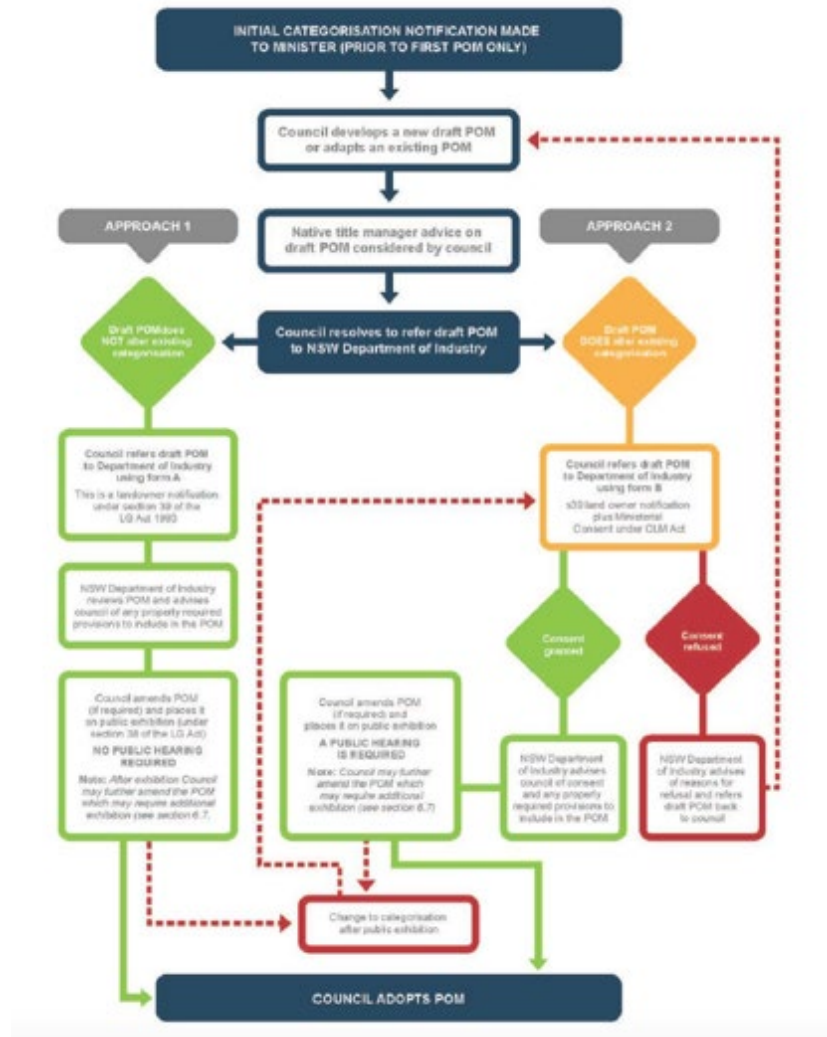
As shown on the Flowchart for Consultation and Approval of an Initial Plan of Management, this process occurs prior to public exhibition and community consultation of the Plan of Management.

The community engagement process requires assessment of the current use of the land and the proposed new category “General Community Use” and the proposed use being a “community cultural centre” and enjoyment of the land and how any proposed dealing or activity could impact this use or enjoyment.

The engagement process may occur at different levels and include provision of information, consultation or participation. Where engagement is undertaken it is a mandatory requirement that the outcomes of community engagement be considered in the decision- making process. The engagement process is detailed below.

As this Plan of Management is proposing a new category for the land – General Community Use as well as a new use of the land as a “community cultural centre” a public hearing is required before the Plan of Management and lease are recommended by Council to be made.





### **FLOWCHART FOR CONSULTATION AND APPROVAL OF AN INITIAL PLAN OF MANAGEMENT**

If after public consultation and public hearing, there is no change to the proposed new categorisation of the land and there is no disagreement regarding the new purpose/ use of the land (from water supply to community health facility), then Council can proceed to adopt the Plan of Management as per the process outlined under Approach 1 of the Flowchart for Consultation and Approval of an Initial Plan of Management.

The change in classification of the land from community land to operational land is part of the Planning proposal. This Plan of Management is for the new category – General Community use and for the use of the land to be changed from the gazetted use - water supply to community health facility.

Community consultation is an essential and integral part of the preparation process for the Plan of Management. Continuous review and incorporation of community attitudes, expectations and requirements into the ongoing management are important.

The following government agencies, groups and individuals were referenced as part of the Plan of Management consultation process:

- Adjoining landholders;
- Department of Planning, Industry and Environment;
- Office of Heritage;
- Central Darling Shire Council;
- Traditional Aboriginal land owners;
- Central Darling Shire residents;
- Barrier Daily Truth Newspaper.

## **EXHIBITION OF DRAFT PLAN OF MANAGEMENT**

The draft Plan of Management must be placed on public exhibition with all submissions received and assessed. All necessary amendments to the draft Plan of Management must be made before submitting the final Plan of Management to the Minister for Crown Lands for approval.

The *Local Government Act 1993* requires that the draft Plan be placed on public display for not less than 28 days and must consider comments before adopting the Plan. The Plan of Management is also required to be put before a Public Hearing under the *Local Government Act 1993* as the land is being categorised as General Community use.

The draft Plan of Management was placed on public exhibition for 28 days, within the Barrier Daily Truth Newspaper detailing where and when the draft Plan of Management was on display and inviting submissions from interested parties.

During the exhibition period, the draft Plan of Management will be available for review at the Menindee Post Office, Ivanhoe Council office, Tilpa Community Centre, Central Darling Shire Council's Administration Office in Wilcannia, Department of Planning, Industry and Environment Office in Dubbo and on Central Darling Shire Council's website.

## **PLAN IMPLEMENTATION**

Following adoption of the Plan by Council, Council is required to implement the Plan and not allow any operation or development which is not in accordance with or not permitted by the Plan. Alteration may occur after a period of five years if such alteration is required to keep abreast of the changing expectations and requirements of the community and to ensure the Plan of Management remains useful and relevant. A set of performance measures is provided in the Plan of Management to assist the assessment of progress and review of the Plan.

Furthermore, any ongoing works and maintenance program for the land will be outlined in the Plan of Management, must be based on a sound financial plan.

Individualised letters are to be sent to each adjoining land owner and the community outlining the content and purpose of the Plan of Management to the land.

There will also be advertisements in the Barrier Daily Truth, in the Wilcannia News, and in the relevant Council branches in Menindee and Ivanhoe.

Public notices will be placed on regularly used noticeboards across the Central Darling Local Government Area, including in White Cliffs. The Plan of Management will also be explained prominently on Council's website and Facebook page. It is intended that the notification provided a minimum of 28-day period for submissions to be received. A public hearing will be held at the end of the exhibition period in Wilcannia.

The material available for inspection in person or on Council’s website will include this Plan of Management and lease, intended for public viewing.

During the notification period, the relevant Council representative will be available to take enquiries and their telephone number, and a dedicated email address will be provided.

Submissions received will be collated and assessed at the completion of the notification period and will be taken into consideration.

## **4. BASIS OF MANAGEMENT - DEVELOPMENT, USE AND MAINTENANCE OF THE COMMUNITY LAND USED FOR GENERAL COMMUNITY USES**

### **4.1 CATEGORISATION OF COMMUNITY LAND**

Council who is the land manager must assign to all community land under their management one or more initial categories of community land referred to in section 36 of the Local Government Act 1993.

Section 36(4) of the Act requires Community land to be categorised (or broken down) into one of five categories as set out in the Act, which are:

- Natural Area (to be further sub-categorised as Bushland, Wetland, Escarpment, Watercourse or Foreshore);
- Sportsground;
- Park;
- Area of Cultural Significance;
- General Community Use.

Council managers must assign a category that they consider to be most closely related to the purpose(s) that the land is dedicated or reserved. Multiple categories are assigned to land where the land is subject to multiple reservations and or dedications.

This Plan of Management is for the category of the land to be General Community use land with a proposed new use as a community health facility.

The degree to which the land purpose or use relates to the assigned category of the land is important for ongoing management of the land as Council must obtain Native Title Manager advice as to the validity of the activities that they wish to undertake on the land prior to dealing with the land.

The Native Title Act recognises the intent of the original reserve purpose of the land so that complying activity can be validated particularly under Section J of the *Native Title Act 1993*.

Council had requested that the initial categories of General Community Use, be applied to the land identified in appendix A of this plan, these are the closest categories to the reserve purpose(s) of the land identified in appendix A.

information data sheet on the Lots classified as Community use land is located in Appendix B.

Council is proposing a new category of General Community Use listed in the data sheets.

Activities on the land will need to reflect the intent of the public purpose and will be assessed for compliance with relevant Local Government legislation including assessment of the activity under the *Native Title Act 1996*.

Use of the land for any activity is subject to application and approval. Assessment will consider compliance with the objectives and relationship to and impact upon the public purpose for the land.

The guidelines for categorisation of community land are set out in the *Local Government (General) Regulation 2005*. The core objectives for each category are set out in the *Local Government Act 1993*. The guidelines and core objectives for the general community uses and other categories are set out in Table 4.1.

Table 4.1 – Guidelines for and core objectives of community land categorised as General community use, Parks, Sportsgrounds and Natural Areas.

Category	Guidelines Local Government (General Regulation) 2005	Core objectives Local Government Act 1993
General Community Use	Land that may be made available for use for any purpose for which community land may be used, whether by the public at large or by specific sections of the public.	<ul style="list-style-type: none"> <li>• to promote, encourage and provide for the use of the land, and to provide facilities on the land, to meet the current and future needs of the local community and of the wider public:</li> <li>• in relation to public recreation and the physical, cultural, social and intellectual welfare or development of individual members of the public.</li> <li>• in relation to purposes for which a lease, licence or other estate may be granted in respect of the land (other than the provision of public utilities and works associated with or ancillary to public utilities).</li> </ul>
Parks	Land which is, or proposed to be, improved by landscaping, gardens or the provision of non- sporting equipment and facilities, and for uses which are mainly passive or active recreational, social, educational and cultural pursuits that not unduly intrude on the peaceful enjoyment of the land by others.	<ul style="list-style-type: none"> <li>• encourage, promote and facilitate recreational, cultural, social and educational pastimes and activities.</li> <li>• provide for passive recreational activities or pastimes and for the casual playing of games.</li> <li>• improve the land in such a way as to promote and facilitate its use to achieve the other core objectives for its management.</li> </ul>
Sportsgrounds	Land should be categorised as ‘Sportsground’ if the land is used or proposed to be used primarily for active recreation involving organised sports or the playing of outdoor games.	<ul style="list-style-type: none"> <li>• encourage, promote and facilitate recreational pursuits in the community involving active recreation involving organised sports and informal sporting activities and games.</li> <li>• ensure that such activities are managed having regard to any adverse impact on nearby residences.</li> </ul>
Natural Areas	Land should be categorised as a natural area, if the land, whether or not in an undisturbed state, possesses a significant geological feature, geomorphological feature, landform, representative system or other natural feature or attribute that would be sufficient to further categorise the land as bushland,	<ul style="list-style-type: none"> <li>• to conserve biodiversity and maintain ecosystem function in respect of the land, or the feature or habitat in respect of which the land is categorised as a natural area.</li> <li>• to maintain the land, or that feature or habitat, in its natural state and setting.</li> <li>• to provide for the restoration and regeneration of the land.</li> </ul>

	<p>wetland, escarpment, watercourse or foreshore.</p>	<ul style="list-style-type: none"> <li>• to provide for community use of and access to the land in such a manner as will minimise and mitigate any disturbance caused by human intrusion.</li> <li>• to assist in and facilitate the implementation of any provisions restricting the use and management of the land that are set out in a recovery plan or threat abatement plan prepared under the Threatened Species Conservation Act 1995 or the Fisheries Management Act 1994 .</li> </ul>
--	---	---

Council must manage Community land in according to these core objectives. Any activities or uses of the land should be consistent with the core objectives for that category of land. Additional objectives, which support the above core objectives, are included in Section 7 Strategy and Action Plan.

#### **4.2 OVERVIEW OF COUNCILS MANAGEMENT OF COMMUNITY LAND - DEVELOPMENT AND MAINTENANCE STRATEGY**

The Central Darling Shire Council intends to manage its community land to meet the objectives set out in Table 4.1 and Section 7 of this Plan of Management report. The types of uses, and development which may take place is identified in Sections 5 and 6.

The Central Darling Shire Council has an annual budget for maintenance of community land used for general community uses and infrastructure and community facilities. The Council responds to maintenance on a regular basis, the work to council assets upon the community land and is financed under the Capital Works Program that is reviewed annually.

##### Infrastructure and facilities

The Central Darling Shire Council has an annual budget for maintenance of infrastructure and facilities. The Council maintains the community land used for general community uses, infrastructure and facilities. Ongoing maintenance of community land is on a regular basis or when the need arises.

### 4.3 GUIDING PRINCIPLES FOR LAND MANAGED UNDER THIS PLAN

Guiding principles derived from the Central Darling Shire Council Community Strategic Plan; '2017-27', which apply to park, sportsground, natural area and general community use land in the Shire, are:

#### Equity

Involving fairness in decision-making, prioritising and allocation of resources, particularly for those in need.

#### Access

Having fair access to services, resources and opportunities to improve quality of life.

#### Participation

The maximum opportunity to genuinely participate in decisions, which affect their lives.

#### Rights

Equal rights established and promoted, with opportunities provided for people from diverse linguistic, cultural and religious backgrounds to participate in community life.

### 4.4 KEY STRATEGIC DIRECTIONS

The key strategic directions and objectives of the Council's Community Strategic Plan which apply to general community use land are to:

- GOAL 1 A healthy and cohesive community, receiving recognition and supported by coordinated, appropriate and affordable services.

#### Goal Objectives

- Closer cooperation and cohesion between community groups
- Improved community services and facilities

- Goal 3 A protected and supported natural environment and a sustainable and well maintained built environment

#### Goal Objectives

- Collaborative approach to environmental management and protection
- Safe and reliable water supplies and road networks for Shire communities
- Improved infrastructure across the council area

- Goal 4 A consultative and professional Council providing relevant, attainable and efficient delivery of services as per the standards set by Council and providing community development and succession planning.

#### Goal Objectives

- Effective communication and consultation with the communities within the Central Darling Shire council area
- Efficient and effective services

### Role of General Community use land

General Community use land perform many functions relating to the enhancement of the health and wellbeing of the community.

Some of the functions in the Central Darling Shire area are:

- provision of drainage reserves and access ways,
- provides formal and informal leisure and recreational activities,
- Recreational park/ sportsground/ showground and preschool/ childcare centre/ community and medical centres,
- Children’s play area, BBQ area.

Consequently, these areas play a pivotal role in promoting and developing dynamic communities with a strong sense of belonging.

Table 4.2

Management principles and objectives for land categorised as general community use land

Principle	Management Objective
General Community use land will be sustainable	<ul style="list-style-type: none"> <li>• Sustainable general community use land enhance positive environmental, social, cultural and economic factors in terms of the built form, design, and uses.</li> <li>• They limit negative environmental, social and economic impacts. Sustainable general community use land planning and provision considers long term factors and has regard for future generations.</li> </ul>
General Community use land will be multipurpose and flexible	<ul style="list-style-type: none"> <li>• Multi-purpose general community use land enhance the wellbeing and life opportunities for diverse groups within the community.</li> <li>• They provide opportunities to interact and share mutually beneficial activities and experiences for everyone.</li> </ul>
General Community use land will be accessible	<ul style="list-style-type: none"> <li>• general community use land must be fully accessible to the entire community by being centrally located close to other essential services and transport links, physically accessible to people of all abilities, affordable as well as open and welcoming to people of all backgrounds.</li> </ul>
General Community use land will be equitably located across the Shire	<ul style="list-style-type: none"> <li>• general community use land must be within walking and cycling distance of resident’s homes or close to accessible and frequent public transport. This ensures that the whole community can enjoy the benefits of community spaces and programs.</li> <li>• general community use land will be safe and of high quality.</li> <li>• general community use land can enhance the safety and amenity of the local neighbourhood by providing increased activity and surveillance in the area.</li> <li>• They activate neighbourhoods and provide spaces for safe use at night and on weekends. Quality community facilities are of a standard and finish that is robust, durable and ‘built-to-last’.</li> </ul>
General Community use land will promote a positive local identity	<ul style="list-style-type: none"> <li>• The design of general community use land can provide opportunities for local community expression and for the distinctive characteristic of villages to be displayed. They can contribute to the vitality and viability of village centres, relating to and integrating with surrounding retail and other services.</li> </ul>

## Management principles and objectives

Community Land categorised as general community use land may consist of areas with an operational function that have not been classified as operational land. Properties included within this category fall into two types:

Type 1: includes access corridors, rights of way, and infrastructure and drainage reserves.

Type 2: includes buildings that fully cover the land or have a substantial presence upon the balance of the land. The buildings may function as multi-purpose community facilities or specialised single purpose facilities providing a range of services from libraries to cultural centres to childcare or a community health clinic.

The Council may grant easements for the provision of services over, or on the land provided that a Native Title assessment has been carried out by Council’s Native Title Manager and the provisions of the Local Government Act 1993 and the Crown Land Management Act 2016 have been complied with.

Management principles and objectives which apply to Community Land – General Community uses land and Built Facilities on that land are set out in Table 4.2.

## 5. LAND USES

### 5.1 PERMISSIBLE USES AND DEVELOPMENTS

The use and development of community land should be generally compatible with both the intended function of the land, and the wider community context and council encourages a range of uses of community land, and intends to facilitate uses, which increase the use of the land under Council management.

Council promotes the use of Community land by the wider community. Council is currently undertaking an ongoing upgrade to general community use land facilities throughout the Central Darling Shire. (for example, playground equipment, amenity blocks,). The facilities on Community land may change over time, reflecting the needs of the community.

The Plan of Management is aimed at encouraging the use of land however, Council remains the primary manager the land and the associated facilities, buildings and other community buildings. Council has an ongoing maintenance program and operates its facilities through staff, or community groups.

Table 5.1 Permissible uses of community land used for General Community use

Purpose Use	Development
<b>General Community use land</b>	
<ul style="list-style-type: none"> <li>• Provides a location for, and supports, the gathering of groups for a range of general social, cultural or recreational purposes</li> </ul> <p>Uses may include:</p> <ul style="list-style-type: none"> <li>▪ Community medical centre</li> <li>▪ casual or informal recreational use</li> </ul>	<ul style="list-style-type: none"> <li>▪ Development for the purpose of a community medical centre, to assist with the ongoing health of the community;</li> <li>▪ Development for the purposes of social, community, cultural, recreational activities,</li> <li>▪ Landscaping and finishes, improving access,</li> <li>▪ amenity and the visual character of the general community area</li> </ul>



<ul style="list-style-type: none"> <li>▪ meetings, (including for social, recreational, educational or cultural purposes)</li> <li>▪ functions – community or cultural</li> <li>▪ concerts, including all musical genres</li> <li>▪ performances</li> <li>▪ exhibitions – cultural - art</li> <li>▪ workshops</li> <li>▪ leisure or training classes</li> <li>▪ designated group use entertainment facilities</li> </ul>	<ul style="list-style-type: none"> <li>▪ Development (particularly within buildings) for the purposes of addressing the needs of a particular group – cultural community centre.</li> </ul>
--	---

**Future development and use of the community land will need to:**

**1. Meet legislative requirements.**

The Land use zoning tables in the Central Darling Local Environmental Plan 2012 specifies the range of uses and activities that may be permitted on the land. A number of uses are also set out in the Regulations to the Local Government Act 1993.

Buildings and amenities may be provided where consistent with the need to facilitate the purpose of the land, provided that a Native Title assessment has been carried out by Council’s Native Title Manager and the provisions of the *Local Government Act 1993* have been complied with.

**2. Be consistent with the guidelines and core objectives of the community land category.**

Under the *Local Government Act 1993* uses and development of community land must be consistent with the guidelines for categorisation and the core objectives of each category, and any other additional objectives the Council proposes to place on the community land categories (refer to Section 4).

**3. Be consistent with relevant Council policies.**

Relevant Council policies as at the date of adoption of this plan are set out in Section 3 (Legislative Framework). The goals and strategies outlined in these documents have been used to guide the outcomes of this Plan of Management.

The council’s policies will continue to develop after the preparation of this Plan of Management. Management of the Council’s assets, and their development, will take into account the policy framework at the relevant time.

Substantial upgrades and proposed new development will take into account a range of factors, including:

- This Plan of Management and the core objectives for the land;
- The planning controls for the land;
- The Councils adopted policies;
- The characteristics of the land affected, including existing and future use patterns.

Minor changes to Community land are regularly made on a routine basis, such as maintenance and upgrade of amenities and other council facilities, and damaged equipment is replaced.

**5.2 Scale and intensity of land use**

The scale and intensity of development and activities on Community land is to be generally compatible with the scale and anticipated use of the land. The scale and intensity of use will be consistent with the capacity of the land, and any development application relating to the land. Future development on the land will also take into consideration ongoing costs for maintenance and any impacts on the community and the natural environment.

The proposed use of the land at Lot 1 Section 13 DP759091 44 Reid Street Wilcannia, under this Plan of Management is for the a Community Cultural Centre – Baaka Cultural Centre. The historical use of the land was for

commercial retail. The proposed development will cover at least 60% of the lot. This use is not a more intensive use than the historical use of the land (commercial retail shops).

### 5.3 Consent for Development and Leasing or Licencing of Community land Subject of this POM

Community land is generally reserved for a public purpose, and uses on the land must be compatible with or ancillary to that public purpose. Council consent is required for the making of a development application or the entering into a lease or licence agreement over community land.

### 5.4 Uses and agreements

The Central Darling Shire Council may enter into or create a range of leases, licences, other estates, management agreements, or booking arrangements, for the use the land or buildings on community land.

Each proposal will be reviewed to ensure it is compatible with the relevant land. The types of uses and agreements, which the Council considers appropriate.

Attached is the proposed lease for the land to be used for the Baaka Cultural Centre. The lease is between Central Darling Shire Council and the Baaka corporation.

### 5.5 Bookings and Events

Council is responsible for bookings of the community land in the local government area. However, is the lease ensures that the Baaka Corporation is responsible for the use and maintenance of the cultural centre, then the Baaka organisation would be responsible for bookings and events held at the building.

### 5.6 Permitted and prohibited activities on community land

The community land within this Plan of Management is under the category of land – General Community uses – and used for a Community Health Facility.

#### Authorised Activities

A range of works or activities may be undertaken either as exempt development or development without consent either under the provisions of SEPP (Infrastructure) 2007 or where a Plan of Management has been adopted. The following table lists a range of activities or works which may be undertaken within the various Central Darling Shire Council community land used for general community uses as allowed by this Plan of Management. The need for any approvals or environmental assessment should be determined prior to any works commencing.

Community uses – Community land	Works / Activity	Permitted works
All Central Darling Shire council community land used general community use.	Roads	Requires approval from Central Darling Shire Council and land owner – Minister for Crown Lands

All Central Darling Shire council community land used general community use.	Parking Facilities	Requires approval from Central Darling Shire Council and land owner – Minister for Crown Lands
All Central Darling Shire council community land used general community use.	Utility Services	Requires approval from Central Darling Shire Council and land owner – Minister for Crown Lands
All Central Darling Shire council community land used general community use.	Stormwater Facilities	Requires approval from Central Darling Shire Council and land owner – Minister for Crown Lands
All Central Darling Shire council community land used general community use.	Garbage facilities / receptacles	Requires approval from Central Darling Shire Council
All Central Darling Shire council community land used general community use.	Pathways	Requires approval from Central Darling Shire Council
All Central Darling Shire council community land used general community use.	Fencing	Requires approval from Central Darling Shire Council
All Central Darling Shire council community land used general community use.	Landscaping including hard and soft landscaping. BBQ's, seating, shade shelters, tree planting	Requires approval from Central Darling Shire Council
All Central Darling Shire council community land used general community use.	Signage	Requires approval from Central Darling Shire Council
All Central Darling Shire council community land used general community use.	Routine Maintenance	Requires approval from Central Darling Shire Council
All Central Darling Shire council community land used general community use.	Environmental management works	Requires approval from Central Darling Shire Council
All Central Darling Shire council community land used general community use.	Emergency Maintenance	Requires approval from Central Darling Shire Council

## 5.7 SPECIFIC USE AREAS

The community land used for general community uses outlined within this Plan of Management is for the specific use as a community cultural centre. This use as a community facility – community cultural centre is permissible within the B2 Local Centre zone .

### **Zone B2 Local Centre**

#### **1 Objectives of zone**

- *To provide a range of retail, business, entertainment and community uses that serve the needs of people who live in, work in and visit the local area.*
- *To encourage employment opportunities in accessible locations.*
- *To maximise public transport patronage and encourage walking and cycling.*
- *To encourage infrastructure that supports the viability of business centre precincts.*
- *To enable business development to occur while retaining the existing character of the local centre.*

#### **2 Permitted without consent**

*Environmental protection works; Home-based child care; Roads; Water reticulation systems*

### **3 Permitted with consent**

*Boarding houses; Centre-based child care facilities; Commercial premises; **Community facilities**; Educational establishments; Entertainment facilities; Function centres; Information and education facilities; Light industries; Medical centres; Oyster aquaculture; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Service stations; Shop top housing; Tank-based aquaculture; Tourist and visitor accommodation; Any other development not specified in item 2 or 4*

## **5.8 SIGNAGE**

The community land used for general community use within the Central Darling Shire Council area will permit with development approval (due to the building being a local heritage item, within a heritage conservation area) signage for the entry and directions to the general community building - community cultural centre.

## **5.9 PARKING**

Parking for the new Community cultural Centre will be in compliance with the NSW RMS guidelines for car parking - Guide to Traffic Generating Developments. Version 2.2 October 2002.

## **5.10 PRINCIPLES FOR THE DEVELOPMENT ON ADJOINING LAND**

The land surrounding the subject land is within the Wilcannia Local Centre zone. The existing building uses adjacent to the subject land and opposite the adjacent land are for commercial retail uses.. The planning principles for development of the adjoining land are controlled by the planning controls set out in the *Central Darling Local Environmental Plan 2012*.

## **5.11 EXTENT AND FREQUENCY OF THE MAINTENANCE OF THE LAND**

The Baaka Cultural Centre would be maintained by the Baaka Corporation.

## **5.12 ROLE AND LEVEL OF ENGAGEMENT WITH VOLUNTEERS AND COMMUNITY GROUPS WITH INTEREST IN THE LAND**

The proposed community cultural centre is for the use of the entire community living within the Central Darling Shire Council, and to attract and inform tourists of the cultural significance of the Baaka peoples land and culture. Communication and engagement with the local community people generally will be regularly pursued as the use of this centre is as a community cultural centre.

# **6. Leases, Licences and Other Estates**

## **6.1 What are Leases, licences and other estates?**

A lease is a contract between a land owner, and another entity, granting that entity a right to occupy an area for a specified period of time.

Central Darling Shire Council leases community land for the following:

- Justifiable reason for granting a lease, and the lease is consistent with the reserve purpose and the intended use of the land e.g. using a building or facilities within the park area.
- The lease/ occupant has made (or intends to make) a significant financial contribution to the asset as part of a lease agreement.
- There is a very strong link between the nature of the asset and the proposed tenant.

In addition, the *Local Government Act 1993* and *Local Government (General) Regulation 2005* specify some additional uses (e.g. public infrastructure) which are permitted, and which may be authorised by a lease or licence arrangement.

A licence allows occupation and a clear and transparent way of identifying the permitted activity. The main difference between a lease and licence is that a licence does not permit the sole, or exclusive, use of the area. Licences may be granted to formally recognise and endorse shared uses.

Short-term licences and bookings may be used to allow Council to program different uses of the land at different times.

The terms of the authorisation for a lease, licence or other estate should include Native Title assessment and validation under the *Native Title Act 1993* and should ensure the proper management and maintenance of the land and that the interests of Council and the public are protected.

The proposed lease is between the Central Darling Shire Council and the Baaka organisation for the use of the land for the Baaka cultural Centre. The lease will be for a period of 12 months.

## **6.2 Authorisation of Leases, Licences or Other Estates over Community Land**

The *Local Government Act 1993* requires that any lease or licence of Community Land must be authorised by a Plan of Management. The lease or licence must be for purposes consistent with the categorisation and zoning of the land.

The maximum period for leases or licences on Community land permitted under the Act is 21 years.

If a lease or licence is anticipated, then public notice should be given in accordance with the requirements of the Act. Where a lease arrangement has been entered into with Council for community land, subleasing the land must be in accordance with the requirements of Section 47C of the *Local Government Act 1993* and Clause 119 of the *Local Government (General) Regulation 2005*.

Supporting occupations in the form of leases and licence agreements are indicated in the detailed information sheets in Appendix B.

This Plan of Management authorises existing leases and licence agreements until the end of their current term. The leased or licensed areas may be renewed or changed in future.

The leased or licensed areas may be reconfigured in the future to reflect changes in community needs. This Plan of Management authorises the Central Darling Shire Council to grant leases, licences or any other estates for community.

The proposed lease is between the Central Darling Shire Council and the Baaka organisation for the use of the land for the Baaka cultural Centre. The lease will be for a period of 12 months.

Table 6.1 Leases, Licences and other Estates

Type of Arrangement Authorised	Land and Facilities covered	Purposes for which long term leasing/licensing will be granted
Lease	Community land and buildings	<p>Any lease or licence proposal will be individually assessed and considered, including the community benefit, compatibility with this Plan of Management and the capacity of the area to support the activity.</p> <ul style="list-style-type: none"> <li>• Sympathetic, compatible uses may include:</li> <li>• Youth services such as child care or vacation care</li> <li>• aboriginal or local community health or medical practitioners associated with the relevant facility (e.g. nutrition, physiotherapy)</li> <li>• educational purposes, including libraries, education classes, workshops – use of facilities by local schools or youth organisations</li> <li>• <b><u>cultural purposes, including concerts, dramatic productions, and galleries</u></b></li> <li>• recreational purposes, including fitness classes; dance classes, and games</li> <li>• sporting uses developed/operated by a private operator or rugby club.</li> <li>• kiosk, café and refreshment purposes during sporting events or horse gymkhana’s or horse trials and other sporting activities.</li> <li>• commercial retail uses associated with the facility (e.g. sale or hire of sports goods)</li> </ul>
Licence		<p>Sympathetic, compatible uses including:</p> <ul style="list-style-type: none"> <li>• social purposes (including child care, vacation care)</li> <li>• educational purposes, including libraries, education classes, workshops</li> <li>• recreational purposes, including rugby league games and training, fitness classes etc</li> </ul>
Other Estates	Community land and buildings	<p>This Plan of Management allows Council to grant ‘an estate’ over community land for the provision of public utilities and works associated with or ancillary to public utilities in accordance with the <i>Local Government Act 1993</i>.</p> <p>Estates may also be granted across community land for the provision of pipes, conduits, or other connections under the surface of the ground for the connection of premises adjoining the community land to a facility of the Council or other public utility provider that is situated on community land.</p>

The grant of a lease or licence is an important step in using community land, but there may be other requirements relevant to any proposed use. For example, development consent under the Environmental Planning and Assessment Act 1979.

The issue of any proposed lease, licence or other estate and any subsequent provisions of the lease, licence or other estate must be validated by the relevant provisions of the *Native Title Act 1993*.

### 6.3 Short Term Uses

Table 6.2 - Short Term Uses

Community land category	Purposes for which short term casual licences may be granted
General Community Use	<ul style="list-style-type: none"> <li>Public speeches, meetings, seminars and presentations, including educational programs</li> <li>Functions (including commemorative functions, book launches, film releases, balls, and similar activities)</li> <li>Displays, exhibitions, fairs, and shows</li> <li>Events (including corporate functions, and community gatherings)</li> <li>Broadcasts associated with any event, concert, or public speech</li> </ul>

Short term use agreement is not required as the Baaka organisation is signing a 12 month lease for the use of the land for the Baaka Cultural Centre.

## 7. Strategy and Action Plan

### 7.1 PLAN OF MANAGEMENT – OBJECTIVES AND PERFORMANCE TARGETS AND ASSESSMENT OF PERFORMANCE.

Section 36 of the Act requires that a Plan of Management for community land details:

- the means by which the council proposes to achieve the plan’s objectives and performance targets;
- the manner in which the council proposes to assess its performance with respect to the plan’s objectives and performance targets.

Table 7.1 Performance Targets

Objectives and performance targets of the plan with respect to the land s.36 (b)	Means by which Council proposes to achieve the plan’s objectives and performance targets s.36 (c)	Manner in which Council proposes to assess its performance with respect to the plan’s objectives and performance targets s.36 (d)

<i>Urban Context</i>		
To maintain the land Managed for general community use as vibrant and integral components in the visual and social fabric of the community.	<p>For general community use land, provide facilities and routes through these properties that maintain their role as attractive destinations and thoroughfares.</p> <p>Maintain and enhance general community use land as secure places in the locality through provision of upgraded lighting schemes.</p>	<p>Increased appreciation of the general community use property as measured by positive comments received by Council.</p> <p>Community consultation, including surveys of community facility users, to determine level of use and any community concerns. Surveys to be undertaken as required.</p> <p>Maintain records of public comments in relation to Sportsgrounds use by the community.</p> <p>Regularly review records to guide future directions.</p>
<i>Uses and Recreation</i>		
<p>To enhance opportunities for a balanced organised and unstructured recreational use of general community use land.</p> <p>To optimise public access to all areas of general community use land.</p>	<p>Provide improved facilities for event usage so that these functions may be accommodated without adversely affecting the values and character of individual land.</p> <p>Provide amenities to increase use and enjoyment of general community use land including toilets, change rooms and kiosk/café facilities.</p> <p>Undertake audit of facilities to identify compliance with the Council’s Inclusion (Disability) Access Plan.</p>	<p>Increased local use of general community use land measured by survey and observation.</p>
<i>Community facilities</i>		
<p>Provide sustainable general community use land areas for a range of community, social, and other compatible activities.</p>	<p>Provide general community use land which are multipurpose and flexible to a range of appropriate uses.</p> <p>Ensure general community use land is universally accessible.</p> <p>Ensure general community use land is equitably and appropriately located across the Local government area.</p> <p>Ensure that general community use land is safe and of high quality.</p>	<p>Increased usage and visitation of general community use land as measured by bookings.</p> <p>Undertake general community use land user satisfaction surveys.</p> <p>Facility inspections and audits.</p>



	<p>Facilities provided and managed in consultation and partnership with user groups and the community.</p> <p>Ensure general community use land meet sustainable building requirements.</p>	
<i>Landscape Character</i>		
<p>To improve landscape character and visual quality of general community use land.</p>	<p>Establish replacement planting strategies for general community use land to ensure improvement to the current character and improved biodiversity outcomes.</p> <p>Develop a co-ordinated signage strategy for the property and its boundaries.</p>	<p>Increased appreciation of the property as measured by positive comments received by Council.</p> <p>Community consultation, including surveys of general community use land users, to determine level of use and any community concerns. Surveys to be undertaken as required.</p> <p>Maintain records of public comments in relation to properties.</p> <p>Regularly review records to guide future directions.</p>
<i>Built Form</i>		
<p>Buildings and structures to contribute to the general community use land amenity, facilitate a range of uses and have regard to environmental sustainable design, resource use and maintenance.</p>	<p>Building and structure design specifications to consider the general community use land character, expected use and environmental sustainability features.</p>	<p>Buildings provide positive contribution to the general community use land amenity and use.</p> <p>Positive comments by the general community use land user groups.</p>
<i>Cultural and Historical Significance</i>		
<p>Appreciation and interpretation of the heritage significance of the site in terms of both natural and cultural components.</p> <p>Dedicate a name for each general community use land property.</p>	<p>Undertake, when required, heritage and cultural assessment studies to identify cultural and heritage values for retention and interpretation.</p> <p>Incorporate historical information on property signage to instil understanding and appreciation of the site and the history it represents.</p> <p>Installation of public art and interpretation.</p>	<p>Retention and interpretation of heritage and cultural values provides increased appreciation of the property and its history as measured by property user surveys.</p>
<i>Total Asset Management – Land and Building Management, Maintenance and CAPEX</i>		

To provide professional, efficient management of general community use land.	Regular visitation and condition assessments.	Measured against contract KPIs.  Internal business unit users, public and tenant surveys.  Audits.
Provide professional management of all buildings and structures within the general community use land.	Regular visitation and condition assessments.	Measured against council's contract KPIs.  Internal business unit users, public and tenant surveys.
To provide clean, well- maintained general community use properties.  Reduce the occurrence of vandalism and graffiti, and repair promptly.  Reduce the amount of littering and encourage recycling.	Maintenance programs carried out in accordance with maintenance specifications.  Repair vandalism or graffiti within 24 hours where possible.  Provide waste and recycling bins to cater for public use.  Regular waste and recycling collection to minimise litter overflow.  Remove litter overflow regularly.	Positive comments received by Council.  Maintain records of public comments in relation the general community use land. Regularly review of register to guide future directions.
Asset Management Plans for each Council Managed general community use land.	Life cycle approach to management.  Sustainable funding models. Service delivery.	Business systems measuring integrated asset management actions.
<i>Access and Circulation</i>		
To provide safe and improved access to all general community use land for pedestrians and cyclists.  To ensure access to and within parks for people with disabilities.	General community use land property upgrades, refurbishments and/or improvement works to consider and include improvements to public access and ensure appropriate connections with surrounding developments.  Proposed ramps, stairs and pathways to comply with relevant Council and BCA requirements consistent with Australian Standard AS 1428 and Council's Access DCP.	Increased local use of general community use land measured by survey and observation.
<i>Traffic and Parking</i>		
To ensure traffic and parking requirements provide a safe environment for general community	Ensure that the use of vehicles, when permitted in general community use land are regulated and do not affect	Reduced pedestrian, cyclist and vehicle conflicts.

<p>use land users and do not impact on the amenity of the properties.</p>	<p>the normal functioning of these properties.</p> <p>Installation of signage preventing vehicles from entering unauthorised areas.</p> <p>Where vehicles are permitted, provide clearly demarked vehicle movement areas and encourage safe driver behaviour. Provide access for emergency or service.</p>	<p>Improved public safety</p>
<p><i>Natural Environment</i></p>		
<p>To maintain and enhance the health of general community use land and natural areas ecology, including flora, fauna, wetland and watercourses.</p> <p>Maintain, protect and improve health of identified significant trees and surrounding street trees, and improve soil health.</p> <p>To ensure access is appropriately controlled to any environmentally sensitive areas</p>	<p>Develop and implement a native vegetation planting programme to provide additional habitat for local fauna.</p> <p>Environmentally sensitive areas identified and appropriate access control measures implemented.</p>	<p>Improved health of existing trees and successful establishment of new trees as measured by survey on a regular basis.</p> <p>Measurement and monitoring of created native vegetation and habitat.</p> <p>Water quality monitoring of wetland and watercourses.</p> <p>Compile and review list of environmentally sensitive areas and control measures regularly inspected.</p>
<p><i>Environmentally Sustainable Principles</i></p>		
<p>Management of general community use land and buildings to ensure best environmental management practises and principles having regard to environmental sustainable design, resource use and maintenance.</p>	<ul style="list-style-type: none"> <li>• Energy efficiency</li> <li>• Water savings</li> <li>• Waste reduction</li> <li>• Natural heating and cooling</li> <li>• Sense of place and local identity</li> </ul>	<ul style="list-style-type: none"> <li>• Measurement and verification savings plan.</li> <li>• Real time measurement.</li> <li>• Quarterly and Annual performance.</li> </ul>
<p><i>Safety and Risk Management</i></p>		
<p>Provide safe general community use land.</p>	<p>Improvements to general community use land are to be designed and maintained in accordance with CPTED principles (Crime Prevention through Environmental Design) principles including:</p> <p>Passive surveillance</p> <p>Good sight lines</p> <p>Territorial reinforcement and space management</p>	<p>Works to be in accordance with relevant Australian Standards.</p> <p>Safe general community use land with no reported incidents.</p>

	<p>Lighting.</p> <p>Seek specialist assistance to review lighting and security for both day and night time use.</p> <p>Coordination with local police to identify and act on safety issues.</p>	
<i>Ownership and Tenure</i>		
To ensure that ownership, tenure and permitted use arrangements allow the widest possible community access to general community use land, and are orientated to mutually compatible recreational, sporting, community and other activities.	All future leases and licences to meet the requirements of the Local Government Act 1993, and Native Title Act 1993.	Type and extent of licencing and leasing as measured by record keeping, survey and observation.

## 7.2 OBJECTIVES AND PERFORMANCE TARGETS OF THE PLAN.

The Objectives and performance targets of the Plan of Management with respect to the community land used for general community uses are as stated in the following tables:

### 1. Regulatory compliance

To ensure the community use land used for general community use land comply with all applicable statutory requirements

Community Use	Strategy	Action
All community land used for general community use	<p>Health, Safety and Risk Management Objective:</p> <p>Continue to provide health, safety and risk management for the public and for staff involved in maintenance and management activities.</p>	<p>To provide and maintain facilities, in a manner, which minimises risk to community land used for general community use land users and staff and promotes a healthy lifestyle.</p> <p>Undertake ongoing comprehensive risk assessment of the community land used for general community use land on the basis of a structured WH&amp;S Management Plan;</p> <p>Minimise public risk through the ongoing implementation of a risk management strategy; and</p> <p>Ensure all staff and management are appropriately trained.</p>

## 2. Business Management

To maintain a management and operational structure which ensures commercial viability, promotes timely and responsible decision-making and is responsive to the local economic framework and environmental, legal, social and technological imperatives.

Community Use	Strategy	Action
All community land used for general community use (not including vacant land).	Continue to maintain a process for an annual business planning and performance review.	Prepare an annual budget for the operation and improvement of the All Crown Reserve lots used for sportsgrounds where required (not for vacant land); Establish financial performance targets and undertake regular review of the operation of the All Crown Reserve lots used for sportsgrounds against targets, budget and other management objectives.
All community land used for general community use -not including vacant land.	Preserve the financial contribution the Crown Reserve lots used for sportsgrounds makes to the management of the local reserve system, the Crown estate and to the local community.	Establish and maintain market based fees and charges. Review and set fees and charges for all Crown Reserve community use land in line with a marketing plan on at least an annual basis (Part of Council Annual Report and Financial Statements).
All community land used for general community use -not including vacant land.	Market and promote the Crown Reserve lots used for sportsgrounds in a way that complements the Central Darling Shire Councils aim to promote more tourism for the area.	Prepare and implement marketing and promotional strategy.
All community land used for general community use -not including vacant land.	Provide competent day to day management.	Seek and engage competent and qualified contractors; Create, implement and maintain policies and procedures to ensure best practice for all aspects of the operation of the business and maintenance of the All Crown Reserve lots used for sportsgrounds within the Central Darling Shire Council area.
All community land used for general community use -not including vacant land.	Provide high levels of customer service and asset and business management.	Maintain a human resource management strategy which ensures appropriate qualifications and skills are available; and Identify, prepare and implement training programs.

### 3. Environmental Management

To ensure vegetation and the natural environmental features of the Central Darling Shire Council community land used for general community uses are managed in accordance with sound ecological principles and for the enjoyment of the local community and visitors.

Community Use – Crown Reserve Lot	Strategy	Action
All land used for general community uses land	Maintain environmental integrity.	Formulate and implement an Environmental Management Strategy to identify, minimise and manage the environmental impacts of the Land Manager’s activities on the environment by systematically integrating environmental management into daily operations, long- term planning and other quality management systems; Undertake an independent Review of Environmental Factors before proceeding with implementation of proposed improvements and development.
All land used for general community uses land	Promote and maintain the health of existing and proposed native vegetation at the lots used for general community uses land.	Preserve and protect existing native vegetation in the land use for sportsgrounds when undertaking improvements; Remove weeds and re-vegetate areas appropriate to land- use, design and management of facilities.
All land used for general community uses land	Improve and maintain environmental and visual amenity.	Provide additional landscaping and Implement a replacement planting program for any trees required to be removed.
All land used for general community uses land	Minimise disturbance to native vegetation.	Use appropriate siting for facilities and walkways; Carefully manage pedestrian and vehicle access and parking.
All land used for general community uses land	Implement effective catchment management to minimise impacts on water quality.	Implement erosion control measures, litter and silt traps and drainage line filters where required to control stormwater; Use chemicals in accordance with approved Land Manager and AS guidelines.
All land used for general community uses land	Manage coastal processes and climate change while allowing for natural occurrences.	Have due regard for the siting of infrastructure potentially impacted by climate change.

#### 4. Sustainability

To ensure that principles of ecological and environmental sustainability are incorporated into the design and management of the facilities and infrastructure within the Community land used for general community use land with the ultimate goal that resources are used efficiently throughout their lifecycle and to meet the needs of the community.

Community Use – Crown Reserve Lot	Strategy	Action
Land used for general community uses land	Sustainable Development	Implement best practice approaches to achieving sustainable resource management.
Land used for general community uses land	source Sustainability	Promote sustainability in the design, construction and management of assets including use of low embodied energy materials, replaceable resources, plantation timbers, etc.
Land used for general community uses land	Reduce carbon footprint.	Progressively reduce dependence on high CO2 energy sources by acquiring electricity from renewable energy sources.
Land used for general community uses land	Minimise use of water and energy.	Manage resources with an emphasis on energy minimisation, water use minimisation, water harvesting and re-use, and responsible waste management

#### 5. Facilities for Management

To optimise the recreational and tourism potential of the Central Darling Shire Council community land used for land used for general community uses that are consistent with the principles of ecological sustainability while improving lots used for community land used for general community use presentation and providing a range of recreation and communal facilities for the community and visitors.

Community Use	Strategy	Action
Land used for general community uses land	Provide facilities that reflect the quality of the location, land management priorities and current industry and market benchmarks.	Improve the Crown Reserve lots used for sportsgrounds and develop facilities to improve the community and visitor experiences.
Land used for general community uses land	Implement a staged development process that is achievable in terms of planning and financial constraints.	Undertake improvements to the lots used for sportsgrounds based on the Central Darling Shire Councils capacity to support the funding of the works.
Land used for general community uses land	Signage and lighting.	Ensure signage and lighting throughout the land used for sportsgrounds meets the safety needs of visitors and staff.

## 6. Accessibility

To design and develop facilities and accommodation that enable people with disabilities and others with restricted mobility to access and enjoy the full range of recreation opportunities provided in the Central Darling Shire Council community land used for general community use.

Community Use	Strategy	Action
All Crown Reserve lots used for sportsgrounds	Provide facilities that support equity of access.	Design and construct communal amenities, barbecue shelters and other communal facilities to address the relevant requirements of AS 1428 – Design for Access and Mobility; Where possible and practical construct pathways at grades and widths complying with the relevant requirements of AS 1428 – Design for Access and Mobility; Progressively improve accessibility to existing facilities.

## 7. Integrated Land Management

To promote and facilitate integrated management of the range of planning and regulatory issues associated with the use of the Central Darling Shire Council Crown Reserve lots used for sportsgrounds.

Community Use – Crown Reserve Lot	Strategy	Action
All Crown Reserve lots used for sportsgrounds on the river.	Implement the Plan of Management and relevant statutory requirements in an ongoing, cooperative and timely manner within the available resources.	Liaise with other local, regional and state authorities particularly where co-ordination of activities on adjoining lands is involved. Obtain all necessary approvals and consents as required by relevant legislation before undertaking works; and Continue liaison with Crown Lands in relation to new and emerging government policy that impacts on the management of reserved Crown land.
All Crown Reserve lots used for sportsgrounds	Maintain a continuing dialogue with the local community in relation to the management of the parts of the Reserve that are used by the public.	Liaise and co-operate with adjoining land management authorities including residents.



All Crown Reserve lots used for sportsgrounds	Protect and enhance Aboriginal cultural values in the Reserve	Comply with the requirements of the “Due Diligence Code of Practice for the Protection of Aboriginal Objects in NSW” before proceeding with improvement works; Identify and protect significant sites and consult with relevant groups and authorities prior to commencement of works on site; Ensure access to significant sites for Aboriginal use; Provide interpretation of significant sites where appropriate; and Maintain on-going consultation with local elders and NSW Heritage.
All Crown Reserve lots used for sportsgrounds	Protect and enhance European cultural and historic values in the Reserve	Identify and protect significant sites; and Provide appropriate interpretation of significant sites where desirable.

### 7.3 MEANS BY WHICH COUNCIL PROPOSES TO ACHIEVE THE PLANS OBJECTIVES AND PERFORMANCE TARGETS.

The Central Darling Shire Council will achieve the objectives and performance targets by undertaking an annual review of the objectives within the Plan of Management and undertaking reviews of the status and condition of the Central Darling Shire Council community land.

The annual management and maintenance of the Central Darling Shire Council community land used for General Community use land is covered in the Central Darling Shire Council annual budget and Operational Plan covering Maintenance for council infrastructure.

## 8. Changes and Review of Plan of Management

This Plan of Management for Council Managed community land will require regular review in order to align with community values and changing community needs, and to reflect changes in Council priorities. The main aim and goal for the management of the community Land used for general community uses is to maintain the community land used for general community uses in their current condition and reinforce the heritage nature of the Wilcannia land used for general community uses, that will form part of the heritage tourism trail within the Central Darling Shire area.

The performance of this Plan of Management will be reviewed on a regular basis to ensure the general community uses and buildings are well maintained and provide a safe environment for public enjoyment. Strategic reviews of this Plan of Management will occur at 5 and 10 year intervals.

This Plan provides a medium-term strategy for the management and improvement of community land used for general community uses within the Central Darling Shire Council area. Priorities for maintenance and infrastructure works and funding are to be addressed on an annual basis to meet development priorities and community needs.

Progress in relation to the implementation of the Plan of Management will be monitored by the Land Manager – Central Darling Shire Council.

The Plan of Management is consistent with the public purpose for the community land and the principles of community land management, as well as other guidelines, policies, and legal requirements which may apply to the land such as the provisions of environmental planning instruments.

The aim of this Plan of Management – community land used for general community uses is to outline that Central Darling Shire Council is the manager of the community land used for general community uses, the funding for maintenance and improvements is from the annual budget of the Central Darling Shire Council.

## **9 APPENDICES**

### **9.1 Appendix A – Community land managed by Council.**

### **9.2 Appendix B – Property Information sheets**

### **9.3 Appendix C – Land Identification Maps – single and multiple category land.**



## Appendices

### Appendix A – Community Land owned and managed by Council

Map Id.	Lot name	Management Type	Manager	Purpose Additional purposes	Legal Description Suburb	Proposed new Categorisation	Proposed use of land
1	-	Council Land Manager	Central Darling Shire Council		Lot 1 Section 13 DP759091 44 Reid Street Wilcannia Wilcannia. Parish Wilcannia County Young	General Community use	Community Cultural Centre

## Appendix B - Property information sheets

### Individual Property Detailed Information Sheets

Lot Information required	Land lot details and assessment
<b>Name of Community land lot</b>	Lot 1 Section 13 DP759091 44 Reid Street Wilcannia Wilcannia. Parish Wilcannia County Young
<b>Legal Description (Lot, Section, DP):</b>	Lot 1 Section 13 DP759091 44 Reid Street Wilcannia Wilcannia. Parish Wilcannia County Young
<b>Map Ref:</b>	1
<b>Site Area:</b>	1012m <sup>2</sup>
<b>Land Owner:</b>	Central Darling Shire Council
<b>LGA 1993 Classification:</b>	Community Land
<b>Central Darling Shire Council or Other Interests:</b>	<ul style="list-style-type: none"> <li>Limited title. Limitation pursuant to section 28T(4) of the <i>Real Property Act, 1900</i>. The boundaries of the land comprised herein have not been investigated by the Registrar General.</li> <li>The plan defining the land in this folio which was prepared for identification purposes. It is not a current plan in terms of section 7a of the <i>Conveyancing Act 1919</i>.</li> </ul>
<b>Property Type:</b>	Business
<b>Condition of the land and quality of buildings:</b>	Partially demolished commercial retail premises with stone storage building at rear of site.
<b>Heritage:</b>	Local heritage significance.item and within the proposed Wilcannia heritage conservation area.
<b>Available facilities</b>	<ul style="list-style-type: none"> <li>Partially demolished commercial retail premises with stone storage building at rear of site..</li> </ul>  <p>(Source Central Darling Shire Council September 2020)</p>  <p>(Source Central Darling Shire Council September 2020)</p>

<b>New Categorisation</b>	Community land – <b>general community use</b> – community cultural centre
<b>Categorisation</b>	<b>Use – General Community use</b> <b>New use – Community cultural centre</b>
<b>Supporting Occupations</b>	New lease
<b>Native Title Land Claim</b>	Native title extinguished on the land as it is free hold land.

## Appendix C - Land Identification Maps: Single Category Land



Source: 6 maps view of lot at 44 Reid Street Wilcannia.



Source: Plan viewer excerpt of lot at 44 Reid Street Wilcannia.

## **ANNEXURE "A"**

This and the following 26 pages comprise Annexure "A" referred to in the Lease between the Central Darling Shire Council as Lessor and Baaka Cultural Centre Wilcannia Aboriginal Corporation ICN 8560 as Lessee.

**The Lessor and the Lessee hereby covenant and agree with each other as follows:**

### **1 INTERPRETATION DEFINITIONS AND ADMINISTRATION**

1.1 The Lessor warrants:

- (a) that the Premises is owned by the Lessor;
- (b) that the Lessor has power and authority under the LG Act to grant a lease of the Premises.

### **2 DEFINITIONS**

In this Lease unless the contrary intention appears:

**Business Day** means any day which is not a Saturday, Sunday or Public Holiday in New South Wales;

**Commencing Date** means the date specified in Column 2 of Item 1 of Schedule 1;

**Environment** has the same meaning given to that term in the *Protection of the Environment Operations Act 1997*;

**Environmental Law** means any Law relating to the protection of the Environment;

**EPA Act** mean the Environmental Planning and Assessment Act 1979.

**Terminating Date** means the date on which the Term expires, as specified in Column 2 of Item 3 of Schedule 1;

**Hazardous Substance** means a substance that because of its quantity, concentration, acute or chronic toxic effects, carcinogenicity, teratogenicity, mutagenicity, corrosiveness, flammability, or physical, chemical or infectious characteristics, may pose a hazard to property, human health or the environment when improperly treated, stored, disposed of or otherwise managed;

**Improvements** mean any structure or work of a permanent nature attached to the land;

**Law** includes the provisions of any statute, rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise;

**this Lease** means this Lease Agreement including the Schedules, and all Annexures hereto;

**LG Act** means the Local Government Act 1993;

**Local Council** means the council established under the *Local Government Act 1993* for the Local Government Area in which the Premises are situated;

**Minister** means the Minister for the time being administering the *Local Government Act 1993*

**Party** means a party to this Lease;

**Premises** means the land and/or buildings described in Part 1 of Schedule 2;

**Rent** means the rent reserved under Clause 9 of this Lease;

**Tenant Fixtures** means any plant equipment fittings or improvements in the nature of fixtures brought onto the Premises by, on behalf of, or at the request of the Lessee;

**Term** means the period specified in Column 2 of Item 2 of Schedule 1;

**Termination** means a termination of this lease as a consequence of the expiration of the Term (or any extension thereof) or a termination under Clause 23.

### **3 CONSTRUCTION**

#### **3.1 Construction in accordance with this Clause**

This Lease shall be construed in accordance with this clause unless the context requires otherwise.

##### **3.1.1 Plurals**

Words importing the singular include the plural and vice versa.

##### **3.1.2 Genders**

Words importing any gender include the other genders.

##### **3.1.3 Persons**

A reference to a person includes:

- (a) an individual, a firm, unincorporated association, corporation and a government or statutory body or authority; and
- (b) the legal personal representatives, successors and assigns of that person.

##### **3.1.4 Headings**

Headings (including any headings described as parts and sub-headings within clauses) wherever appearing shall be ignored in construing this Lease.

##### **3.1.5 Clauses and Sub-clauses**

- (a) A reference to a clause includes all sub-clauses, paragraphs, subparagraphs and other components which form part of the clause referred to.
- (b) A reference to a sub-clause includes any sub-paragraphs and other components of the sub-clause referred to.

##### **3.1.6 Time**

A reference to time is a reference to local time in Sydney.



### 3.1.7 **Money**

A reference to \$ or "dollars" is a reference to the lawful currency of Australia.

### 3.1.8 **Defined Terms**

If a word or phrase is defined cognate words and phrases have corresponding definitions. A defined term, unless inconsistent with the context of its use, is denoted by the appearance of that word using a capital letter at the beginning of that word.

### 3.1.9 **Writing**

A reference to writing includes any mode of representing or reproducing words in tangible and permanently visible form.

### 3.1.10 **Contra Preferentum**

No rules of construction shall apply to the disadvantage of any party responsible for preparation of this Lease or any part of it.

### 3.1.11 **Statutes**

A reference to a statute, legislation, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them made by any legislative authority.

### 3.1.12 **Lease**

A reference to this Lease shall include any extension or variation of this Lease.

### 3.1.13 **Priority**

If an inconsistency occurs between the provisions of this Lease and the provisions of a lease granted in accordance with this Lease, the provisions of this Lease shall prevail.

## 3.2 **Warranties and Undertakings**

(a) The Lessee warrants that it:

- (i) has relied only on its own inquiries about this Lease; and
- (ii) has not relied on any representation or warranty by the Lessor or any person acting or seeming to act on the Lessor's behalf.

(b) The Lessee must comply on time with undertakings given by or on behalf of the Lessee.

## 3.3 **Further assurances**

Each Party must do everything necessary to give full effect to this Lease.

## 3.4 **Relationship of Lessor and Lessee**

Nothing contained or implied in this Lease will be deemed or construed to create the relationship of partnership or of principal and agent or of joint venture between the Lessor and the Lessee. Specifically, the Parties understand and agree that neither the method of computation of Rent, nor any other provision, nor any acts of the Lessee and the Lessor or either of them will be deemed to create any relationship between them other than the relationship of Lessor and Lessee upon the terms and conditions only as provided in this Lease.

## 3.5 **Time to be of the essence**

Where in any provision of this Lease a party is given or allowed a specified time within which to undertake or do any act or thing or any power is conferred or any event occurs

after the lapsing of a specified time, time shall be the essence of the contract in that regard.

#### **4 SEVERABILITY**

Any provision of this Lease, which is prohibited or unenforceable in any jurisdiction, shall as to such jurisdiction be ineffective to the extent of such prohibition or inability to enforce without invalidating the remaining provisions of such provisions in any other jurisdiction.

#### **5 ESSENTIAL TERMS OF LEASE**

The Lessor and the Lessee agree that the clauses specified in Column 2 of Item 15 of Schedule 1 are essential conditions of this Lease.

#### **6 SECTIONS OF LEGISLATION NOT TO APPLY**

6.1 The covenants and powers implied in every lease by virtue of Sections 84, 84A, 132, 133, 133A and 133B of the *Conveyancing Act 1919* do not apply or are not implied in this Lease and are expressly negated except in so far as the same or some part or parts of it are included in the covenants hereinafter contained. The employment in this Lease of any words in any of the forms of words contained in the first column of Part II of the Fourth Schedule to the *Conveyancing Act 1919* shall not imply any covenant under Section 86 of that Act.

6.2 Part 4 of the *Civil Liability Act 2002* does not apply to this Lease.

#### **7 TERM OF LEASE**

The Lessor grants to the Lessee a lease of the Premises for the Term specified in Column 2 of Item 2 of Schedule 1. The Term shall commence on the Commencing Date specified in Column 2 of Item 1 of Schedule 1.

#### **8 PERMITTED USE**

8.1 The Lessee will not use the Premises or allow the Premises to be used for any purpose other than the Permitted Use specified in Column 2 of Item 4 of Schedule 1.

8.2 Unless expressly permitted under a provision of this Lease, the Lessee will not reside on the Premises or permit any other person to reside on the Premises.

#### **9 PAYMENT OF RENT**

##### **9.1 Definitions**

For the purposes of this clause:

**Base Annual Rent** means:

- (a) the Initial Rent where the Rent has not been adjusted or redetermined in accordance with sub-clauses 9.3 or 9.4; or
- (b) in any other case - the Rent as last redetermined or adjusted in accordance with the provisions of sub-clauses 9.3 or 9.4;

**Due Date** means the date for payment of Rent under this Lease as is specified in Column 2 of Item 7 of Schedule 1 and thereafter each anniversary of that date;

**Initial Rent** means the Rent payable under this Lease in respect of the Premises as is specified in Column 2 of Item 5 of Schedule 1 expressed as an annual amount;

**Market Rent** means the Rent that would reasonably be expected to be paid for the Premises if it were offered for the same or a substantially similar use to which the Premises may be put under this lease and on similar terms and conditions;

**Market Rent Review Date** means the date specified in Column 2 of Item 8 of Schedule 1;

**Rent** means

- (a) the Base Annual Rent payable upon each Due Date less any Rent Rebate granted to the Lessee by the Lessor

**Rent Adjustment** means an adjustment of Rent made under sub-clause 9.3.

**Rent Rebate** means such amount as specified in Column 2 of Item 6 of Schedule 1 granted to the Lessee by the Lessor under Clause 9.5 and expressed either as an absolute dollar value or a percent of the Base Annual Rent.

## 9.2 Lessee to Pay Rent

The Lessee covenants with the Lessor that the Lessee will on the Commencing Date and thereafter during the whole of the Term on the Due Date pay the Rent to the Lessor in accordance with the provisions of this clause without demand free of exchange and without deduction whatsoever.

## 9.3 Calculation of Rent Adjustment

- (a) On each Anniversary of the Due Date the Rent will be adjusted in accordance with the following formula:

$$R = B \times \frac{C}{D}$$

where:

- R represents the Base Annual Rent following adjustment under this Clause;
  - B represents the Base Annual Rent before adjustment under this Clause;
  - C represents the Consumer Price Index number for the last quarter for which such a number was published before the due date; and
  - D represents the Consumer Price Index number for the last quarter of the last adjustment of rent for which such a number was published.
- (b) In this clause "Consumer Price Index number" in relation to a quarter, means the number for that quarter appearing in the Consumer Price Index (All Groups Index) for Sydney published by the Australian Statistician.
  - (c) Any Rent adjusted under this sub-clause must be adjusted to the nearest whole dollar.
  - (d) An adjustment of Rent made under this clause shall take effect on its Due Date notwithstanding that any Rent notice to the Lessee is not issued until after that date.

#### 9.4 **Market Rent Review**

- (a) In addition to the Rent adjustment provided for in clause 9.3 the Rent may, subject to the following provisions of this clause, be redetermined to an amount that is the market Rent on that date with effect on and from each Market Rent Review Date by the Lessor.
- (b) A redetermination of Rent for the purposes of sub-clause 9.4(a) will be taken to have been made on the Market Rent Review Date if it is made at any time within the period of six months before and up to six months after that Market Rent Review Date.
- (c) Where the Lessor does not redetermine the Rent as provided for in clause 9.4(a) it may subsequently redetermine the Rent at any time before the next Market Rent Review Date. No succeeding Market Rent Review Date will be postponed by reason of the operation of this clause.
- (d) An adjustment of Rent made under sub-clause 9.4(c) will take effect and be due and payable on the next due date following the date of issue of the notice of adjustment (or where the said due date and the date of issue of the notice of redetermination are the same, then that date) even if the Lessee wishes to dispute the redetermination.

#### 9.5 **Rent Rebate for Charitable or Non Profit Organisations**

At the absolute discretion of the Lessor, the Lessor may determine that the Lessee is entitled to a Rent Rebate as specified in Column 2 of Item 6 of Schedule 1 on the basis that the Lessee is a recognised charitable or non-profit organisation.

#### 10 **CONTINUING OBLIGATION**

The obligation of the Lessee to pay the Rent is a continuing one during the Term of this Lease and any extension of it and shall not abate in whole or in part or be affected by any cause whatsoever.

#### 11 **NO REDUCTION IN RENT**

Subject to this Lease the Lessee will not without the written consent of the Lessor by any act, matter or deed or by failure or omission impair, reduce or diminish directly or indirectly the Rent required to be paid under this Lease. However, if at any time during the Lease:

- (a) some natural disaster or other serious event occurs which is beyond the reasonable control of the Lessee; and
- (b) as a result of the damage, the Lessee is not able to use the Premises in a reasonable manner,

the Lessee's obligations to pay Rent will abate to the extent proportional to the effect on the Lessee's ability to occupy and use the Premises until the Premises are restored to a condition in which the Lessee is able to conduct the Lessee's activities and/or occupy the Premises in a reasonable manner.

#### 12 **LESSEE TO PAY RATES**

12.1 The Lessee will when the same become due for payment pay all (or in the first and last year of the Term the appropriate proportionate part) rates, taxes (including Land Tax),

assessments, duties, charges and fees whether municipal, local government, parliamentary or otherwise which are at any time during the currency of this Lease separately assessed and lawfully charged upon, imposed or levied in respect of the Lessee's use or occupation of the Premises to the extent referable to the Lessee's use or occupation of the Premises.

12.2 The Lessee will if required by the Lessor produce to the Lessor evidence for such payments within 10 business days after the respective due dates for payment and in case such rates, taxes, duties and fees so covenanted to be paid by the Lessee are not paid when they become due the Lessor may if it thinks fit pay the same and any such sum so paid may be recovered by the Lessor from the Lessee.

### **13 LESSEE TO PAY OTHER CHARGES**

The Lessee will pay all other fees, charges and impositions not referred to in clause 12 for which it may properly be liable and which are at any time during the Term payable in respect of the Premises or on account of the use and occupation of the Premises by the Lessee.

### **14 LESSEE TO PAY FOR SERVICES**

The Lessee will as and when the same become due for payment pay to the Lessor or to any other person or body authorised to supply the same all proper charges for gas, electricity, water or other services supplied to the Lessee or consumed in or on the Premises, by the Lessee.

### **15 LESSEE TO PAY COST OF WORK**

Whenever the Lessee is required under this Lease to do or effect any act, matter, work or thing then the doing of such act matter or thing will unless this Lease otherwise provides be at the sole risk, cost and expense of the Lessee.

### **16 COSTS PAYABLE**

#### **16.1 Costs Payable to Lessor**

Except where a law limits costs being incurred by a Lessee being recovered from the Lessor, the Lessee will pay in full the Lessor's reasonable legal costs, the fees of all consultants and all duties fees, charges and expenses incurred reasonably, properly and in good faith by the Lessor in consequence of or in connection with or incidental to:

- (a) the preparation, completion, stamping (if any) and registration of this Lease;
- (b) any variation of this Lease made otherwise than at the request of the Lessor;
- (c) any application for the consent of the Lessor and the Minister if applicable under this Lease;
- (d) any and every failure to comply, breach or default by the Lessee under this Lease;
- (e) the exercise or attempted exercise of any right power privilege authority or remedy of the Lessor under or by virtue of this Lease;

- (f) the examination of plans, drawings and specifications of any improvement erected or constructed or to be erected or constructed on the Premises by the Lessee and the inspection of it, in this case the costs to be mutually agreed;
- (g) any entry, inspection, examination, consultation or the like which discloses a breach by the Lessee of any provision of this Lease;
- (h) the Lessee requiring the Lessor to do any act, matter or thing under this Lease, unless otherwise provided for in this Lease, the Lessee will reimburse the Lessor for all reasonable costs and expenses incurred in complying with that requirement.

## 16.2 Costs payable by Lessor

The Lessor will pay its own direct and external consultants costs in relation to any rental redetermination matter without reimbursement from the Lessee.

## 17 INTEREST ON OVERDUE MONEYS

The Lessee will pay interest to the Lessor on any moneys due and payable under the Lease or on any judgment in favour of the Lessor in an action arising from the Lease until all outstanding moneys including interest are paid in full. The rate of interest applicable is the rate set by the Lessor's Bank for the time being as its benchmark rates for overdrafts of one hundred thousand dollars (\$100,000.00) or more. Interest will accrue and be calculated daily.

## 18 MANNER OF PAYMENT OF RENT AND OTHER MONEYS

The Rent and other moneys payable in accordance with this Lease must be paid to the address or bank account specified in Column 2 of Item 9 of Schedule 1 or to such other person or at such other address as the Lessor may from time to time direct by notice in writing served on the Lessee.

## 19 GOODS AND SERVICES TAX

- (a) For the purposes of this Lease, "GST", "taxable supply", "consideration" and "tax invoice" have the meanings given to those terms in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- (b) All payments to be made or other consideration to be provided under this Lease are GST exclusive unless otherwise expressly stated. If any payment or consideration to be made or provided by the Lessee to the Lessor is for a taxable supply under the Lease on which the Lessor must pay GST and the Lessor gives the Lessee a tax invoice, the Lessee must pay to the Lessor an amount equal to the GST payable (the "GST Amount") by the Lessor for that taxable supply upon receipt of that tax invoice.
- (c) The Parties agree that they are respectively liable to meet their own obligations under the GST Law. The GST Amount must not include any amount incurred in respect of penalty or interest or any other amounts payable by the Lessor as a result of default by the Lessor in complying with the GST Law.

## **19A LESSOR AS LAND OWNER AND CONSENT AUTHORITY**

- (a) The Lessee acknowledges that the Lessor may also be the consent authority under the EPA Act for any development to be carried out on the Premises.
- (b) The Lessee expressly acknowledges that the Premises is currently classified as community land pursuant to the LG Act.
- (c) The Lessor will comply with all relevant provisions of the EPA Act and the LG Act in respect to any application for development consent made by or on behalf of the Lessee for development to be carried out on the Premises.
- (d) Any development application made by or on behalf of the Lessee is to strictly comply with any applicable Plan of Management made under the LG Act applying to the Premises.

## **20 SUBLEASING, ASSIGNMENT AND PARTING WITH POSSESSION**

- 20.1 The Lessee may not sublet, assign this Lease or part with possession of the Premises or any part of them without the consent of the Lessor except in accordance with section 47C of the LG Act.
- 20.2 If the Lessee is a corporation, it will be treated as assigning this Lease, for the purposes of sub-clause 20.1, if the person or persons who beneficially own or control a majority of its voting shares at the commencement of this Lease cease to do so, except as a result of transmission on the death of a shareholder. This clause will not apply if the Lessee is a corporation, the voting shares of which are listed on a Stock Exchange in Australia.
- 20.3 The Lessee is to pay the Lessor's reasonable legal and other costs relating to considering and giving consent, including any costs which the landlord incurs in making inquiries as to the respectability, solvency, responsibility, stature, experience and capability of any proposed subtenant or assignee or the person to whom possession is to be transferred.
- 20.4 The Lessee may not mortgage or charge this Lease or any estate or interest in the leased Premises.

## **21 TERMINATION OF LEASE**

- 21.1 Subject to Clauses 22 and 23 this Lease terminates on the date specified in Column 2 of Item 3 of Schedule 1.

## **22 DELETED**

## **23 TERMINATION OF LEASE ON DEFAULT**

- 23.1 The Lessor may end the Lease in the manner set out below in the following circumstances:
  - (a) if the Rent or any part of it or any other moneys owing to the Lessor under the Lease is or are in arrears for one month, whether formally demanded or not;
  - (b) if the Lessee breaches an essential condition of this Lease or any rule or regulation made under this Lease;

- (c) if defects notified under a provision of this Lease are not remedied within the time specified in the notice;
- (d) if the Lessee is a corporation and an order is made or a resolution is passed for its winding up except for reconstruction or amalgamation;
- (e) if the Lessee is a company and ceases or threatens to cease to carry on business or goes into liquidation, whether voluntary or otherwise, or is wound up or if a liquidator or receiver (in both cases whether provisional or otherwise) is appointed;
- (f) if the Lessee is a company and is placed under official management under the corporations law or enters a composition or scheme of arrangement;
- (g) if the interest of the Lessee under this Lease is taken in execution;
- (h) if the Lessee or any person claiming through the Lessee conducts any business from the leased Premises after the Lessee has committed an act of bankruptcy.

23.2 In the circumstances set out in sub clause 23.1, the Lessor may end the Lease by:

- (a) notifying the Lessee that it is ending the Lease; or
- (b) re-entering the Premises, with force if necessary, and ejecting the Lessee and all other persons from the Premises and repossessing them; or
- (c) doing both.

23.3 If the Lessor ends this Lease under this clause, the Lessee will not be released from liability for any prior breach of this Lease and other remedies available to the Lessor to recover arrears of Rent or for breach of this Lease will not be prejudiced.

23.4 If the Lessor ends this Lease under this clause or under clause 22, it may remove the Lessee's property and store it at the Lessee's expense without being liable to the Lessee for trespass, detinue, conversion or negligence. After storing it for at least one month, the Lessor may sell or dispose of the property by auction or private sale. It may apply any proceeds of the auction or sale towards any arrears of Rent or other moneys or towards any loss or damage or towards the payment of storage and other expenses.

23.5 If the Lessor ends this Lease under this clause, it may, besides any other rights and remedies that it might have, recover from the Lessee damages for the loss of the benefit of the rest of this Lease.

## **24 ACCEPTANCE OF RENT NOT WAIVER**

Demand for, or acceptance of Rent or any other moneys due under this Lease by the Lessor after forfeiture does not operate as a waiver of forfeiture.

## **25 HOLDING OVER BY LESSEE**

- (a) On and from the Terminating Date of this Lease, the Lessee shall be entitled with the consent of the Lessor to remain in possession of the Premises on the following terms and conditions:



- (i) the Lessee shall become a monthly tenant of the Lessor at a monthly rental equivalent to one twelfth of the annual Rent payable at the time of expiration of this Lease;
  - (ii) the Lessee shall comply with and be bound by the terms and conditions of this Lease insofar as the terms and conditions are applicable, provided that the Lessor may from time to time by notice in writing served on the Lessee direct that any particular condition not apply or be amended in the manner set out in the notice.
- (b) The Lessor and the Lessee expressly agree that where any provision of this Lease confers any right, duty, power or obligation on a Party upon the expiration of this Lease and the Lessee is authorised to remain in possession of the Premises pursuant to a consent granted under this clause the emergence of the right, duty, power or obligation shall be postponed until such time as the Lessee ceases to be entitled to possession pursuant to this clause.
  - (c) The tenancy created by operation of this clause may be determined by the Lessor serving on the Lessee a notice to quit. The notice shall take effect at the expiration of the period of one month from the date of service of the notice or such further period as may be specified in the notice.
  - (d) The tenancy created by operation of this clause may be determined by the Lessee serving on the Lessor a notice stating that as from a date specified in the notice the tenancy is surrendered.

## **26 LESSEE TO YIELD UP**

- 26.1 The Lessee will forthwith upon the expiry or determination of this Lease or any extension of it peaceably vacate the Premises at the Lessee's expense.
- 26.2 The Lessee must:
- (a) unless otherwise provided for in this Lease, remove the Tenant Fixtures and must remove any signs, names, advertisements, notices or hoardings erected, painted, displayed, affixed or exhibited upon, to or within the Premises by or on behalf of the Lessee (other than a notice displayed by the Lessor); and
  - (b) unless otherwise provided for in this Lease, rehabilitate the Premises, (to the extent to which it has been altered or affected by the Lessee's occupation and use of the Premises) as nearly as practicable to the original condition before the installation of the Tenant Fixtures to the reasonable satisfaction of the Lessor; and
  - (c) ensure that when it vacates the Premises, the Premises comply with any Environmental Law to the extent that it did so at the time of granting of this Lease; and
  - (d) leave the Premises in a clean and tidy condition.
- 26.3 Sub-clause 26.2 does not apply unless the Lessor permits the Lessee to carry out any works on the Premises reasonably required in order to comply with the clause.

## **27 ADDITIONS AND ALTERATIONS**

The Lessee shall not carry out any works or make any additions or alterations to the Premises without first obtaining the written consent of the Lessor and any development

consent required under the EPA Act. Any additions or alterations consented to by the Lessor shall be carried out at the Lessee's expense and in a workmanlike manner.

**28 MAINTENANCE OF PREMISES AND ENCLOSED AREAS**

The Lessee will keep the Premises clean and tidy and in good order and condition.

**29 LESSEE TO ERECT BARRICADES ETC.**

Where the Premises or any part of the Premises become to the knowledge of the Lessee (or which ought reasonably to be in the knowledge of the Lessee) unsafe, hazardous or dangerous the Lessee will forthwith erect such warning signs, fences and barricades as may be necessary until the Premises are rendered safe.

**30 LESSEE NOT TO REMOVE MATERIALS**

- (a) The Lessee will not mine, remove, extract, dig up or excavate any sand, stone, gravel, clay, loam, shell or similar substance from, on or in the Premises or permit any other person to undertake such action without the prior consent in writing of the Lessor and the and subject to such conditions as the Lessor or the Minister may determine.
- (b) Sub clause 30(a) does not apply to any removal, digging up or excavation as may be necessary to construct or undertake any improvement authorised by or under this Lease provided that any such removal, digging up or excavation is undertaken in accordance with the requirements of that authorisation.
- (c) A failure by the Lessee to comply with any condition imposed pursuant to sub clause 30(a) constitutes a failure by the Lessee to comply with a provision or covenant of this Lease.

**31 ADVERTISING**

- (a) The Lessee must not permit to be displayed or placed on the Premises or any part of them any sign, advertisement or other notice without first obtaining the Lessor's written consent and, if required, obtaining development consent under the EPA Act, other than safety signs, in respect of which the Lessor's consent will not be required; and
- (b) The Lessor may at any time by notice in writing require the Lessee to discontinue to use any piece or mode of advertising to which the Lessor has granted consent under sub-clause 31(a) which in the opinion of the Lessor has ceased to be suitable or has become unsightly or objectionable and the Lessee on receipt of the notice must comply accordingly.

**32 NOTIFICATION OF ACCIDENT**

The Lessee will give to the Lessor prompt notice in writing of any serious accident to any person or accident to the Premises or serious defect at or to the Premises unless that defect or accident is capable of being and is promptly remedied by the Lessee.

### **33 RODENTS AND VERMIN**

The Lessee will take all reasonable precautions to keep the Premises free of rodents, vermin, insects and pests and will in the event of failing to do so if required by the Lessor but at the cost of the Lessee employ from time to time a duly certified pest exterminator approved by the Lessor whose approval will not be unreasonably withheld. In performing its obligations pursuant to this clause the Lessee and any person acting on the Lessee's behalf will not use any substance or undertake any activity prohibited by any law.

### **34 LESSEE NOT TO BURN OFF**

If applicable, the Lessee will not carry out any burning off on the Premises except with the prior consent of the Lessor in writing, which consent shall not be unreasonably withheld, and after compliance with the requirements of the *Rural Fires Act 1997*. Any consent granted in accordance with this condition shall be subject to such reasonable conditions as the Lessor may impose.

### **35 LESSEE NOT TO COMMIT NUISANCE ETC**

The Lessee will not:

- (a) carry on or permit to be carried on at the Premises any noxious, nuisance or offensive trade or business; or
- (b) do or permit to be carried on at the Premises any act, matter or thing which results in nuisance damage or disturbance to the Lessor or owners or occupiers of adjoining or neighbouring lands or buildings; or
- (c) use the Premises for any illegal activity.

### **36 HAZARDOUS SUBSTANCES**

The Lessee must not bring on to the Premises or keep any Hazardous Substance on the Premises without the prior consent of the Lessor, which consent shall not be unreasonably withheld.

### **37 RELICS**

- (a) Unless authorised to do so by a permit under section 87 or a consent under section 90 of the *National Parks and Wildlife Act 1974* and subject to observance and compliance with any conditions imposed on the grant of such permit or consent the Lessee will not knowingly disturb, destroy, deface or damage any aboriginal relic or place or other item of archaeological significance within the Premises and will take reasonable precautions in drilling excavating or carrying out other operations or works on the Premises against any such disturbance, destruction, defacement or damage.
- (b) If the Lessee becomes aware of any aboriginal relic or place or other item of archaeological significance within the Premises the Lessee will within 24 hours notify the Lessor and the Chief Executive of the Office of Environment and Heritage of the existence of such relic, place or item.
- (c) The Lessee will not continue any operations or works on the Premises likely to interfere with or disturb any relic, place or item referred to in sub clause 37(b) without the approval of the Chief Executive of the Office of Environment and

Heritage and the Lessee will observe and comply with all reasonable requirements of the said Director-General in relation to carrying out the operations or works.

### **38 ARTEFACTS**

All fossils, artefacts, coins, articles of value, articles of antiquity, structure and other remains or things of geological historical or archaeological interest discovered on or under the surface of the Premises shall be deemed to be the absolute property of the Lessor and the Lessee will as authorised by the Lessor watch or examine any excavations and the Lessee will take all reasonable precautions to prevent such articles or things being removed or damaged and will as soon as practicable after discovery thereof notify the Lessor of such discovery and carry out the Lessor's orders as to the delivery up to or disposal of such articles or things at the Lessor's expense.

### **39 OWNERSHIP AND REMOVAL OF IMPROVEMENTS AND TENANT FIXTURES**

During the Term and any extension of it, ownership of Tenant Fixtures vests in the Lessee. Notwithstanding anything contained in this Lease, so long as any Rent or other moneys are due by the Lessee to the Lessor or if the Lessee has committed any breach of this Lease which has not been made good or remedied and whether the Lessee is still in possession or not, the Lessee shall not be entitled to remove any of the Tenant Fixtures, fittings or equipment from the leased property.

### **40 GENERAL REQUIREMENT TO REPAIR**

Without prejudice to any specific obligations contained in this Lease the Lessee will to the satisfaction of the Lessor at all times keep the Premises in good repair and properly maintained in all respects.

### **41 BREAKAGES**

The Lessee will immediately at the Lessee's expense make good any breakage defect or damage to the Premises (including but not limited to broken glass) or to any adjoining premises or to any facility or appurtenance of the Lessor occasioned by want of care, misuse or abuse on the part of the Lessee, the Lessee's agents, servants, invitees or licensees.

### **42 LESSOR'S RIGHT TO ENTER INSPECT AND REPAIR**

The Lessor, the Lessor's agents, the Minister and the Minister's delegates may at all reasonable times upon giving to the Lessee reasonable notice (except in the case of emergency when no notice shall be required) and accompanied by the Lessee or an employee or agent of the Lessee enter upon the Premises and view the state of repair of the Premises and may serve upon the Lessee a notice in writing of any defect (the repair of which is the Lessee's obligation under this Lease to undertake) requiring the Lessee within two months to repair the same.

### **43 INDEMNITIES AND INSURANCE**

#### **Definition**

For the purposes of clauses 44, 45, 46, 47, 48, 49, 57 and 58 –

Lessor means the Lessor, its agents, servants, employees and contractors.

Claim/s means actions, suits, claims, demands, proceedings, losses, damages, compensation, costs, legal costs, charges and expenses.

## **44 INDEMNITIES**

### **44.1 Indemnity for use of Premises**

- (a) The Lessee indemnifies and keeps indemnified the Lessor from and against all Claims whatsoever to which the Lessor shall or may be or become liable for or in respect of the Lessee's occupation operation and use of the Premises or for or in respect of all Claims of whatsoever nature or kind and howsoever arising (and whether to any property or to any person resulting in the destruction or damage of any property or the death or injury of any person) at or upon the Premises or originating on the Premises, although occurring or sustained outside the Premises, except to the extent that any such Claims:
- (i) arise from or are contributed to by the negligence or wilful act or omission on the part of the Lessor; or
  - (ii) arise from the occupation, operation or use of the Premises by any other occupier, or the acts of any person who has access to the Premises with the consent of another occupier, and the Lessor is adequately indemnified by that other occupier in respect of the relevant Claim or demand, and the Lessor will use its reasonable endeavours to ensure that an indemnity in or to the effect of this form is contained in any agreement with any other occupier of the Premises.

### **44.2 Indemnity Continues After Expiration of Lease**

The obligations of the Lessee under this clause continue after the expiration or other determination of this Lease in respect of any act, deed, matter or thing happening before such expiration or determination for the period limited by the Statute of Limitations.

### **44.3 Exclusion of Consequential Loss**

Despite any other provision of this Lease, both Parties exclude, (and agree that they will have no rights against the other for) liability for consequential or indirect loss arising out of this Lease including (without limitation) in respect of loss of profits or loss of business. This clause does not apply in respect of wilful acts by either Party.

## **45 RELEASE OF LESSOR FROM LIABILITY**

- (a) The Lessee shall occupy, use and keep the Premises at the risk of the Lessee and hereby releases to the full extent permitted by law the Lessor from all Claims resulting from any accident, damage or injury occurring therein (but excluding such Claims to the extent that such Claims arise out of the negligent or wilful acts omissions or default of the Lessor) and the Lessor shall have no responsibility or liability for any loss of or damage to fixtures and/or personal property of the Lessee or any agent or servant of the Lessee or of any member of the public whilst in or upon the Premises (but excluding such Claims to the extent that such Claims arise out of the negligent acts or wilful omissions or default of the Lessor).
- (b) The obligations of the Lessee under this clause shall continue after the expiration or other determination of this Lease in respect of any act, deed, matter or thing happening before such expiration or determination for which the

Lessee is responsible. Such obligation is to be governed by the Statute of Limitations.

**46 NO LIABILITY FOR FAILURE OF SERVICES**

The Lessor will not be under any liability for any loss, injury or damage sustained by the Lessee or any other person at any time as a result of or arising in any way out of the failure of the electricity, telephones, gas, water supply, sewerage, drainage or any other services or facilities provided by the Lessor or enjoyed by the Lessee in conjunction with the Premises or this Lease provided that such failure is not due to the negligent or wilful act or omission of the Lessor its servants or agents.

**47 LESSEE NOT TO IMPOSE LIABILITY ON LESSOR**

Subject to any other provision of this Lease, the Lessee will not without the written consent of the Lessor or Minister by any act, matter or deed or by failure or omission cause or permit to be imposed on the Lessor or Minister any liability of the Lessee under or by virtue of this Lease even though the Lessee is entitled to do so under any law present or future or otherwise.

**48 INSURANCE - PUBLIC RISK**

The Lessee will effect and maintain with a reputable and solvent insurer with respect to the Premises and the activities carried on in the Premises public risk insurance for an amount not less than the amount set out in Column 2 of Item 12 of Schedule 1 (or such other amount as the Lessor may from time to time reasonably require) as the amount payable in respect of liability arising out of any one single accident or event. The Lessor acknowledges that the Lessee may effect the public risk insurance pursuant to an insurance policy which is not specific as to the location of risk.

**49 PROVISIONS FOR POLICIES**

- (a) All insurance policies required to be effected by the Lessee pursuant to this Lease are specified in Schedule 3 - Special Conditions and shall be in place prior to occupying the Premises.
- (b) The Lessee will produce to the Lessor, once per calendar year or once per period of insurance (whichever first occurs), a certificate of insurance and/or a certificate of currency in respect of the insurance policies required to be effected by the Lessee pursuant to this Lease.
- (c) The Lessee will not at any time during the Term do any act or omit to do any act which it ought reasonably believe may render void or voidable any policy of insurance. If the Lessee does any act or fails to do any act whereby the rate of premium on such insurance shall be liable to be increased, the Lessee will obtain insurance cover for such increased risk and pay all additional premiums required on account of the additional risk caused by the use to which the Premises are put by the Lessee.
- (d) The Lessee will use all reasonable endeavours to ensure that full, true and particular information is given to the office or company with which the said insurances are effected of all matters and things the non-disclosure of which might in any way prejudice or affect any such policy or policies of insurance or the payment of all or any moneys there under.

**50 HAZARDOUS MATERIALS**

The Lessor warrants that it has not received any notices pursuant to the *Contaminated Land Management Act 1997* (NSW).

**51 QUIET ENJOYMENT**

The Lessor warrants that subject to:

- (a) the Lessor's rights under this Lease;
- (b) the Lessee complying with its obligations under this Lease;

the Lessee may hold and occupy the Premises without undue interference by the Lessor.

**52 APPROVAL BY THE LESSOR**

- (a) This clause does not apply to a consent or approval under clause 20.
- (b) In any case where pursuant to this Lease the doing or executing of any act, matter or thing by the Lessee is dependent upon the approval or consent of the Lessor such approval or consent will not be effective unless given in writing and may be given or withheld (unless the context otherwise requires) by the Lessor and may be given subject to such conditions as the Lessor may determine unless otherwise provided in this Lease provided such consent or approval is not unreasonably withheld or such terms and conditions are not unreasonable.
- (c) Any failure by the Lessee to comply with a condition imposed by the Lessor pursuant to sub-clause 52(b) constitutes a failure by the Lessee to comply with a condition of this Lease.

**53 OPINION OF THE LESSOR**

Any opinion to be formed by the Lessor for the purposes of this Lease may be formed by the Lessor on such grounds and material as the Lessor determines to be sufficient. If the Lessor deems it necessary, such opinion will be formed after consultation with any New South Wales Government Department, the Local Council or other public authority or the Standards Association of Australia or any other body whose objects and functions are relevant. In forming any such opinion the Lessor is deemed to be exercising merely administrative functions.

**54 LESSEE TO COMPLY WITH ALL COMMONWEALTH AND NSW STATE LAWS**

- (a) The Lessee will comply with the requirements of all statutes, regulations or by-laws and requirements of all relevant public and local authorities in so far as they apply in relation to the use and occupation of the Premises to the extent to which the Lessee is bound at law to comply with the same and nothing in this Lease affects this obligation.
- (b) The Lessee will forthwith on being served with a notice by the Lessor comply with any notice or direction served on the Lessor by a competent authority relating to the destruction of noxious animals or plants or pests or the carrying out of repairs alterations or works on or to the Premises.

**55 LESSEE TO COMPLY WITH ENVIRONMENTAL LAWS**

In relation to its use of the Premises, the Lessee must, during the Term, and in relation to the Premises:

- (a) comply with relevant Environmental Laws;
- (b) use its best endeavours to prevent a breach of any Environmental Law;
- (c) report any breach even if accidental; and
- (d) provide to the Lessor as soon as reasonably practicable details of notices received by or proceedings commenced against the Lessee pursuant to an Environmental Law:
  - (i) relating to a breach or alleged breach by the Lessee of an Environmental Law; or
  - (ii) requiring the Lessee to carry out works to decrease the affectation of the Premises by any Hazardous Substance.

**56 LESSEE'S FAILURE TO COMPLY WITH STATUTORY REQUIREMENTS**

Where the Lessee breaches any law in relation to its use of the Premises it is taken to breach a condition of this Lease, provided that:

- (a) the Lessee has been found guilty of the breach, and
- (b) the Lessor determines that the breach warrants the Termination of this Lease.

**57 INDEMNITY FOR NON-COMPLIANCE WITH LEGISLATION**

The Lessee indemnifies and keeps indemnified the Lessor from and against any Claims arising from the non-compliance by the Lessee with any New South Wales or Commonwealth legislation that may apply to the Lessee's use and occupation of the site and access thereto and the Lessee's operation of their business from the site and access thereto.

This clause shall not merge on the expiration or other determination of this Lease in respect of any act, deed, matter or thing happening before such expiration or determination.

**58 INDEMNITY FOR BREACH OF ENVIRONMENTAL LAW**

Without prejudice to any other indemnity granted by this Lease, the Lessee indemnifies and keeps the Lessor indemnified against all Claims arising from a breach by the Lessee of any Environmental Law which breach is in relation to the Premises. This clause shall not merge on expiration or other determination of this Lease in respect of any act, deed, matter or thing happening before such expiration or determination.

**59 PROCEDURE - DISPUTE RESOLUTION**

- (a) In the event that the Lessor and the Lessee are in dispute regarding any matter relating to or arising under this Lease or in respect of any approvals or consents to be granted by the Lessor (except those approvals or consents where the Lessor has an obligation to act reasonably) to the Lessee hereunder, then either



the Lessor or the Lessee may give notice and particulars of such dispute to the other Party.

- (b) Where a notice of dispute is served pursuant to this clause the Parties agree to enter into informal negotiations to try and resolve the dispute in good faith and in an amicable manner.
- (c) If the dispute is not resolved informally within 21 days of service of written notice, the Parties may confer with a mutually agreed third party whose role will be to assist in the resolution of the dispute by mediation or expert appraisal of the dispute. The Parties agree to provide all information and assistance reasonably requested by such third party, including access to any accounting or other business records relating to or arising out of the Lease.
- (d) A third party appointed in accordance with this clause may decide in which proportions any fees will be borne by the respective Parties. In the absence of any such decision by the third party fees shall be borne equally by the Parties.
- (e) Neither Party shall be entitled to commence or maintain any proceedings in any court or tribunal until negotiations or mediations have taken place pursuant to this clause except where either Party seeks urgent interlocutory relief.
- (f) Either Party may at any time bring negotiations or mediation to an end by serving upon the other Party written notice stating that the dispute has failed to be resolved. Upon service of such notice both Parties shall be entitled to pursue any legal remedies available to them in relation to the dispute. This sub-clause does not in any way limit a mediator's power to apportion fees under sub-clause 59(d).
- (g) Notwithstanding the existence of a dispute being dealt with under this clause the Parties must, unless acting in accordance with an express provision of this Lease, continue to perform their obligations under this Lease.

## **60 NOTICES**

### **60.1 Service of Notice on Lessee**

Any notice served by the Lessor on the Lessee must be in writing and will be sufficiently served if:

- (a) served personally or left addressed to the Lessee at the address stated in Column 2 of Item 10 of Schedule 1 or such other address as the Lessee notifies in writing to the Lessor; or
- (b) sent by email to the Lessee's email address stated in Column 2 of Item 10 of Schedule 1 or such other address as the Lessee notifies in writing to the Lessor;
- (c) forwarded by prepaid security mail addressed to the Lessee at the address stated in Column 2 of Item 10 of Schedule 1

and every such notice must also be served on the Lessee's solicitors, as they may be nominated from time to time, or such other address as the Lessee's solicitors notify in writing to the Lessor, by any methods identified in clauses 60.1 (a) and (b).

## **60.2 Service of Notice on Lessor**

Any notice served by the Lessee on the Lessor must be in writing and will be sufficiently served if:

- (a) served personally or left addressed to the Lessor at the address stated in Column 2 of Item 11 of Schedule 1 or such other address as the Lessor notifies in writing to the Lessee; or
- (b) sent by email to the Lessor's email address stated in Column 2 of Item 11 of Schedule 1 or such other address as the Lessor notifies in writing to the Lessee;
- (c) forwarded by prepaid security mail addressed to the Lessor at the address stated in Column 2 of Item 11 of Schedule 1

and every such notice must also be served on the Lessor's solicitors, as they may be nominated from time to time, or such other address as the Lessor's solicitors notify in writing to the Lessee, by any methods identified in clauses 60.1 (a) and (b).

## **60.3 Notices**

- (a) Any notice served by the Lessor or the Lessee under this Lease will be effective if signed by a director or secretary or the solicitors for the Party giving the notice or any other person or persons nominated in writing from time to time respectively by the Lessor or by the Lessee to the other.
- (b) Any notice sent by prepaid security mail will be deemed to be served at the expiration of 2 Business Days after the date of posting.

## **61 NO MORATORIUM**

Any present or future legislation which operates to vary obligations between the Lessee and the Lessor, except to the extent that such legislation is expressly accepted to apply to this Lease or that its exclusion is prohibited, is excluded from this Lease.

## **62 NO WAIVER**

No waiver by a Party of any breach of any covenant obligation or provision in this Lease either express or implied shall operate as a waiver of another breach of the same or of any other covenant obligation or provision in this Lease contained or implied. None of the provisions of this Lease shall be taken either at law or in equity to have been varied waived discharged or released by a Party unless by express consent in writing.

## **63 NO MERGER**

Nothing in this lease merges, postpones, extinguishes, lessens or otherwise prejudicially affects the rights and remedies of the Parties under this Lease or under any other agreement.

## **64 COUNTERPARTS**

- (a) A Party may execute this lease by signing any counterpart.
- (b) All counterparts constitute one document when taken together.

**65 CONTACT PERSON**

The Lessor and the Lessee each must nominate a person to contact about matters arising under this Lease. The person so nominated is the person referred to in Column 2 of Items 13 and 14 of Schedule 1 or such other person as the Lessor nominates in writing to the Lessee and the Lessee nominates in writing to the Lessor from time to time.

**66 APPLICABLE LAW**

This Lease shall be construed and interpreted in accordance with the law of New South Wales.

**67 NO HOLDING OUT**

The Lessee will not in connection with the Premises or otherwise directly or indirectly hold out or not permit to be held out to any member of the public any statement, act, deed, matter or thing indicating that the Premises or the business conducted or operated thereon or any parts or parts thereof are or is being carried on or managed or supervised by the Lessor nor shall the Lessee act as or represent itself to be the servant or agent of the Lessor.

**68 WHOLE AGREEMENT**

- (a) The provisions contained in this Lease expressly or by statutory implication cover and comprise the whole of the agreement between the Parties.
- (b) No further or other provisions whether in respect of the Premises or otherwise will be deemed to be implied in this Lease or to arise between the Parties hereto by way of collateral or other agreement by reason or any promise representation warranty or undertaking given or made by any Party hereto to another on or prior to the execution of this Lease.
- (c) The existence of any such implication or collateral or other agreement is hereby negated.

**69 SPECIAL CONDITIONS**

The Special Conditions set out in Column 2 of Item 16 of Schedule 1 apply and form part of this Lease.

**70 TERMINATION OF PRIOR LEASE**

This Lease terminates and brings to an end the lease relating to the Premises entered into between the Parties which commenced on 1 July 2017.

## SCHEDULE 1

Item	Clause	Column 1	Column 2
1	2	<b>Commencing Date</b>	[INSERT start date]
2	7	<b>Term</b>	Ten (10) years
3	21	<b>Terminating Date</b>	[INSERT end date]
4	8	<b>Permitted Use</b>	Cultural Centre
5	9	<b>Initial Rent (to be paid by Lessee)</b>	\$ 1.00 per annum excluding GST
6	9	<b>Market Rent</b> <b>Rent Rebate (if any)</b>	N/A N/A
7	9	<b>Due Date</b>	At Commencing Date
8	9	<b>Market Rent Review Date</b>	N/A
9	18	<b>Address for Payment of Rent</b>	Central Darling Shire Council 21 Reid Street Wilcannia NSW 2836
10	60	<b>Lessee's address for Service of Notices</b>	Baaka Cultural Centre Wilcannia Aboriginal Corporation ICN: 8560 Attention: Kate Hosking <b>Phone:</b> <b>Email:</b> Address: 44 Reid Street, Wilcannia NSW 2836 PO Box 124, Wilcannia NSW 2836
11	60	<b>Lessor's address for Service of Notices</b>	Central Darling Shire Council <b>Attention: contact name</b> <b>Phone:</b> <b>Email:</b> Address: PO Box 165 Wilcannia NSW 2836
12	48	<b>Public Risk Insurance amount</b>	\$20 Million

13	65	<b>Lessor's Contact Person</b>	<p>[insert Contact name]:</p> <p>Phone:</p> <p>Email:</p> <p>Address: PO Box 165 Wilcannia NSW 2836</p>
14	65	<b>Lessee's Contact Person</b>	<p>[insert Contact name]</p> <p>Phone</p> <p>Email:</p> <p>Address: 44 Reid Street, Wilcannia NSW 2836</p>
15	5	<b>Essential Conditions</b>	1.1, 1.2, 7, 8, 9, 11, 12, 20, 21, 27, 28, 40,44, 45, 47, 48, 49, 54, 56
16	69	<b>Special Conditions</b>	Nil.

End of Schedule 1

## SCHEDULE 2

### Part 1

#### Description of the Premises (leased area)

Whole Lot in Deposited Plan	1/13/759091
Area	1011 m2 (approx.)
Commencement Date	<i>[insert]</i>
Expiry Date	<i>[insert]</i>
Initial Rent	\$ 1.00 per annum
Plan	Plan attached and marked as "A"
Description of any structures	<i>[insert]</i>
Third Party Exclusive Area	N/A
Enclosed Area <i>(where land is, or is intended to be fenced)</i>	N/A

**SCHEDULE 3**

**Special Conditions**

**Nil.**

DRAFT

Dated this [INSERT DAY] day of [INSERT MONTH], [INSERT YEAR]

**EXECUTED BY Baaka Cultural  
Centre Wilcannia Aboriginal  
Corporation ICN 8560**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Office Held

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Print name of witness

**EXECUTED BY Central Darling  
Shire Council ABN 65 061 502 439**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Office Held

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Print Name of witness



*(Insert map of land)*

DRAFT