

Expressions of Interest for  
**LICENCE OF GULGONG FIRE STATION**  
Application package



DATE OF PUBLICATION:

# FIRE STATION

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# FIRE STATION

## Submitting an Expression of Interest (EOI)

### Terms

Mid-Western Regional Council (Council) is calling for written Expressions of Interest for the licence of Old Gulgong Fire Station Building located at 106 Herbert Street, Gulgong.

The facility presents as an opportunity for groups or individuals in the community to gain access and use the space for a range of possible uses as outlined within the adopted Plan of Management for the site, as per Annexure D.

Council is seeking proposals from interested parties to determine the future use and management arrangements with the aim of achieving optimum use and maximising community benefit.

Individuals or groups affiliated with Council, or Council itself, are also eligible to make submissions which will be included in the evaluation process impartially based on their merits.

The successful applicant will be required to enter into an appropriate agreement with Council. A draft licence attached to this EOI is indicative only and the final licence terms are subject to negotiation and Council's approval in its absolute discretion. A lease of the premises rather than a licence may be considered where appropriate.

The submission period is for 4 weeks, commencing 15<sup>th</sup> February 2025, closing 16th March 2025.

### Submission instructions

Interested parties should submit their EOI in writing, addressing the evaluation criteria outlined within the information package and include a cover/introductory letter and supporting referees. This information is to be forwarded to:

'Private and Confidential'  
REF: EOI 2024/15  
General Manager,  
Mid-Western Regional Council  
PO Box 156  
MUDGEE NSW 2850  
Or email: [council@midwestern.nsw.gov.au](mailto:council@midwestern.nsw.gov.au)



# FIRE STATION

## Information about the premises

ITEM	DETAILS
<b>Premises</b>	As shown on the Floor Plans at Annexure A
<b>Site Layout</b>	As shown on the Site Plans at Annexure B
<b>Licence with details</b>	As per Annexure C
<b>Plan of Management</b>	As per Annexure D
<b>Furniture/Equipment and Fit-out</b>	Any works proposed by the applicant and including office furniture/ and equipment are to be supplied by the tenant, and at the tenants cost, and to be outlined within their submission to Council.
<b>Air-conditioning</b>	Existing system/s installed. Council provides no warranty that the unit is operational. If retained for use by the tenant, responsibility for repairs, maintenance or replacement are at the tenants cost.
<b>Access</b>	<p>There is no rear vehicle or pedestrian access. Vehicle and pedestrian access to the site is from Herbert Street, with access into the premises via the rear entrance door of the premises.</p> <p>Two (2) keys will be issued</p>
<b>Security system - DAS Reliance 128s</b>	An existing 4-way camera surveillance system is installed at the premises which is available for use by the tenant. If retained for use by the tenant, responsibility for the repairs, maintenance, and monitoring are at the tenants costs.

### PREMISES INSPECTION

THE BUILDING WILL BE AVAILABLE FOR INSPECTION BETWEEN THE HOURS OF 9.30AM AND 11AM ON TUESDAY 25<sup>TH</sup> FEBRUARY 2025. LIMITED AVAILABILITY FOR INSPECTIONS OUTSIDE OF THIS TIME ARE AVAILABLE. PLEASE CONTACT COUNCIL'S PROPERTY DEPARTMENT ON 026378 2850 OR BY EMAIL AT [PROPERTY@MIDWESTERN.NSW.GOV.AU](mailto:PROPERTY@MIDWESTERN.NSW.GOV.AU) TO REGISTER YOUR ATTENDANCE.

## Key licence terms

**THE FOLLOWING “KEY LICENCE TERMS” AND “REPAIRS, MAINTENANCE AND REPLACEMENTS” TERMS ARE INDICATIVE ONLY, AND ARE PROVIDED FOR APPLICANTS CONSIDERATION. FINAL TERMS WILL BE SUBJECT TO NEGOTIATION ONCE A SUCCESSFUL APPLICANT AND USE IS DETERMINED.**

### Licence term

The applicant to propose term as part of their submission.

### Tenancy floor plans

As per Annexure A. The building will form part of the licence granted to successful EOI applicant/s

### Site Layout

As per Annexure B. The external areas and grounds, including garden shed will form part of the licence granted to the successful applicant.

### Rent and estimated outgoings

Tenants will be required to contribute to the buildings out goings such as water, rates and electricity.

GST exclusive gross annual rental offers are invited. Rent will be subject to annual CPI increases.

### Repair, maintenance, and replacement responsibilities

Responsibility for repair, maintenance and replacement of the premises and the site is the full responsibility of the Licensee. Please refer to *Repairs, maintenance and replacements* below.

### Office hours

Hours of operation must be consistent with the Plan of Management, or otherwise be consistent with Development approval and consent for use of the premises. These hours should be covered in the EOI for consideration by Council.

### Work health and safety

The Licensee will be required to comply with all relevant provisions of the Work Health and Safety Act 2011.

### Law

The Licensee will be required to comply with all applicable Law.

## Key licence terms (Cont.)

### Insurance

The Licensee will be required to provide evidence of current public liability insurance in an amount of not less than \$20m per incident noting the interest of Mid-Western Regional Council.

### Indemnity

Licences granted to the successful EOI applicants will include an indemnity clause.

The licensee agrees to:

a) Compensate and meet all claims of:

- I. The licensor for the loss of or damage to part or whole of the property or to the building of which the property forms part or to the common areas and for loss of rent;
- II. Any person for the loss of or damage to his or her personal property, and
- III. Any person for personal injury or death,

As a result of or arising out of any accident or neglect or a deliberate or careless act on the property, the building or on any part of the common areas by the licensee their employees agents any person present on the property, the building or on the common areas with the consent of the licensee their employees or agents or as a result of or arising out of a breach of any condition of this lease.

- b) In these circumstances the licensee shall meet all claims whether they are made directly against anyone or more of the licensee or the licensor. Any resultant repairs or building work to the property, the building or the common areas shall be carried out at the expense of the licensee by a builder approved by the licensor.
- c) The licensee's obligations under this condition will continue notwithstanding the termination of licence.

### Termination

The Licensor may give notice of termination at any time to the Licensee by notice in writing. The date of termination will be not less than 6 months from the date of the service of a termination notice.

### Assignment and subletting

The Licensee shall not assign its interest in any sublease granted or mortgage or assign its interest without prior written consent of the Licensor.

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## Repairs, maintenance and replacements

Item	Responsibility of the Licensor	Responsibility of the Licensee
<b>Cleaning</b>	Nil	<p>All cleaning and waste removal from within the tenancy including cleaning internal windows</p> <p>External buildings such as timberwork, window frames, steelwork etc as required</p>
<b>Fire systems</b>	Nil	<p>Adjustments to the fire systems to suit operational requirements or changes to fit out</p> <p>All fire systems including sprinklers, smoke detectors, fire doors etc.</p> <p>Major end of life replacements for fire equipment excluding the fire extinguishers and fire blankets</p> <p>Maintain and replace all fire extinguishers and fire blankets with the tenancy.</p> <p>Complete Residual Current Device (RCD) testing – and test annually;</p> <p>Supply and install fire extinguishers – and test 6 monthly;</p> <p>Create a Fire and Evacuation plan – and review annually</p> <p>Complete smoke detector testing – and test annually.</p>
<b>Air conditioning</b>	Nil	<p>Maintenance of base building air conditioning systems including replacement, if required.</p>
<b>Electrical systems</b>	Nil	<p>Maintain all electrical items within the tenancy including lighting replacement, globe replacements, power points etc.</p> <p>Testing and tagging all extension leads, office equipment</p> <p>Repair and maintenance of the emergency lights and exit signs</p> <p>End of life replacement of the main building distribution board</p>



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<b>Security System – DAS Reliance 128</b>	Nil	Maintenance and replacement of DA Reliance 128 presently installed at premises. Tenant responsible for all operational requirements including monitoring and call outs.
<b>Building structure</b>	Nil	Building structure including external walls, roof, external doors, roof access system  Maintenance, repair and replacement of the building fabric including walls, doors, glass partitions etc
<b>Tenancy specific equipment and fit out</b>	Nil	The building is licensed as is, and any fit-out, internally and externally, required by the successful applicant will be at their cost.

## Applicants information and evaluation criteria

All EOI submissions must include applicant's details and address the evaluation criteria to be eligible for consideration as outlined below in items 1-7\*.

### Note to applicants

Care will need to be taken to identify all information that will be required by Council to undertake a full evaluation in respect of the evaluation criterion and as per the Licence requirements and conditions.

Applicants should provide responses that address the criteria set out under the Evaluation Criteria. It is recommended that applicants address the evaluation criteria in separate sections of the narrative and that each section is labelled with the name of the criterion under discussion to assist the evaluation panel in evaluating the merits of the submission, or otherwise utilise the Application Form as provided.

Submissions received in other formats may be considered so long as they address the evaluation criteria.

### Evaluation criteria

#### 1. Business type/activity

Provide a detailed outline of your business operations, proposed hours/days of operation, customer base, and including any special considerations relevant to the occupation of the building, use, and continued success of your business i.e. marketing material/signage.

#### 2. Business Plan

Provide a summary of your business plan, covering key aspects like business objectives, strategies, market analysis, financial projections, and operational plans.

#### 3. Outline of community benefit

Explain how your business will benefit the local community. This can include job creation, providing valuable services or products, community engagement, and supporting local initiatives.

#### 4. Outline of fit-out, renovations and modifications both internally and external proposed

Detail the physical changes you plan to make to the premises, including interior fit-out and design, structural modifications, and external alterations. Provide clear plans or sketches if available. Ensure proposed changes are feasible and compliant with local regulations. Highlight how these modifications will enhance the functionality and appeal of the space.

Any internal fit-out and renovations required by the successful applicant should be outlined in their application, along with identification of funding sources for annual rent, fit-out and renovations, and repairs, maintenance and replacement requirements.

Please include both immediate and future developments, if applicable.

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## 5. Proposed annual rent

State the amount of rent you propose to pay annually. Please note that rent will be subject to annual CPI increases.

## 6. Proposed period of tenancy

Specify the length of time you wish to licence the premises, including any options for renewal.

## 7. Experience

Provide information on the number of years/experience and history you have had with the business activity/type proposed, including any other experience that may be relevant.

### EOI TIMEFRAME

Selection Process	Date
<b>Submissions open</b>	Saturday 15 <sup>th</sup> February 2025 (4 weeks)
<b>Site inspection</b> The building will be available for inspection on Tuesday, 25 February 2025, between 9:30 AM and 11:00 AM. Limited opportunities for inspections outside this timeframe may be available. To register your attendance, please contact Council's Property Department at 02 6378 2850 or via email at <a href="mailto:property@midwestern.nsw.gov.au">property@midwestern.nsw.gov.au</a>	25 <sup>th</sup> February 2025, between 9.30am and 11am.
<b>Closing date for submissions</b>	Sunday 16 <sup>th</sup> March 2025
<b>Notify successful applicants (s)</b>	By 30 <sup>th</sup> April 2025
<b>Notify unsuccessful applicants (s)</b>	By 30 <sup>th</sup> April 2025
<b>License commencement date</b>	By negotiation

# FIRE STATION

## Application form

### DETAILS OF APPLICANT

APPLICANTS ARE REQUIRED TO DEMONSTRATE THEIR CAPACITY TO CONDUCT THE NOMINATED USE BY SUPPLYING THE FOLLOWING INFORMATION. THIS INFORMATION AND OTHER DATA WILL BE USED TO ASSIST IN THE EVALUATION OF EXPRESSIONS OF INTERESTS SUBMITTED. IF NECESSARY, AN INTERVIEW WILL BE ARRANGED BETWEEN THE APPLICANT AND COUNCIL REPRESENTATIVES TO CLARIFY DETAILS SUBMITTED.

### APPLICANT DETAILS

Applicant full name

Registered address

Postal address

Telephone number

Email address

### BUSINESS DETAILS

Business Identification Type of organisation (tick one box to indicate type of organisation)

☐

Individual

☐

Partnership

☐

Limited Liability Company

☐

Other (please elaborate)

If a partnership, give full names and addresses of all Partners



# FIRE STATION

## Application form

### EVALUATION CRITERIA

A separate sheet can be supplied to respond in more detail to items 1-7 below.

1. Business type/activity

2. Business Plan

3. Outline of community benefit

4. Outline of fit-out, renovations and modifications both internally and external proposed

5. Proposed annual rent

## Application form

6. Proposed tenure period and type (Lease or Licence)

7. Experience

### FINANCIAL VIABILITY & PERFORMANCE

#### Viability

As sole trader, partner, company director, manager or secretary have you been:

Declared bankrupt or compounded with, or entered a scheme of arrangement with creditors?

YES ☐ NO ☐

Engaged in the management of any company which has taken, or had instigated against it, any action resulting in the winding up of the company, being placed under management, or having a receiver/manager appointed?

YES ☐ NO ☐

Are there any significant events, matters or circumstances that have arisen since the end of the last financial reporting period that may significantly affect your performance on this License?

YES ☐ NO ☐

Are you aware of the existence of any breaches or defaults of any agreement, lease, order or award binding upon the submitters' company?

YES ☐ NO ☐

## Application Form

If you have answered yes to any of the above, please provide a full explanation on a separate sheet adopting the numbering system of this schedule attaching all the relevant details.

### Performance

Evidence of financial capacity of the submitter to provide the services and their financial sustainability; this may be based on reference checks.

### CONFLICT OF INTEREST DISCLOSURE

Provide details of any actual or perceived interests, relationships or clients that may cause a conflict of interest and actions to prevent or manage the conflicts of interest.

### Statement of Conflict

The applicant confirms that it has no conflicts in connection with this Expression of Interest and its applicant has nothing to declare

YES ☐ NO ☐

If 'No' the applicant is to complete the next statement below.

If there is a conflict in connection with this Expression of Interest and the applicant has disclosed it below, together with the strategy it has in place to manage it.

YES ☐ NO ☐

Provide details of conflicts if applicable

## Application form

### APPLICANT DECLARATION

The Applicant warrants that it has full understanding of the requirements set out in the Request for Expression of Interest and that no actual or potential conflicts of interest in connection with this Request for Expression of Interest exist, other than those disclosed in Item 5 of the Application Form. The Applicant undertakes to comply with any reasonable request of Council for additional information to enable Council to undertake a full assessment of the Applicants financial viability. The Applicant has, of their own accord, conducted an inspection of the Premises related to the Expression of Interest and in doing so has acquired a sound knowledge of the physical characteristics of the available space and any consequential procedures and processes that may arise as a result of any environmental or geographical constraints or conditions. The Applicant understands that it is the responsibility of the Applicant to inform all personnel, agents and Subcontractors of the Applicant of all information pursuant to the preceding paragraph.

The Applicant confirms that the information provided in the Expression of Interest is true, correct and complete.

Applicant 1 full name

Signature

Date

Applicant 2 full name

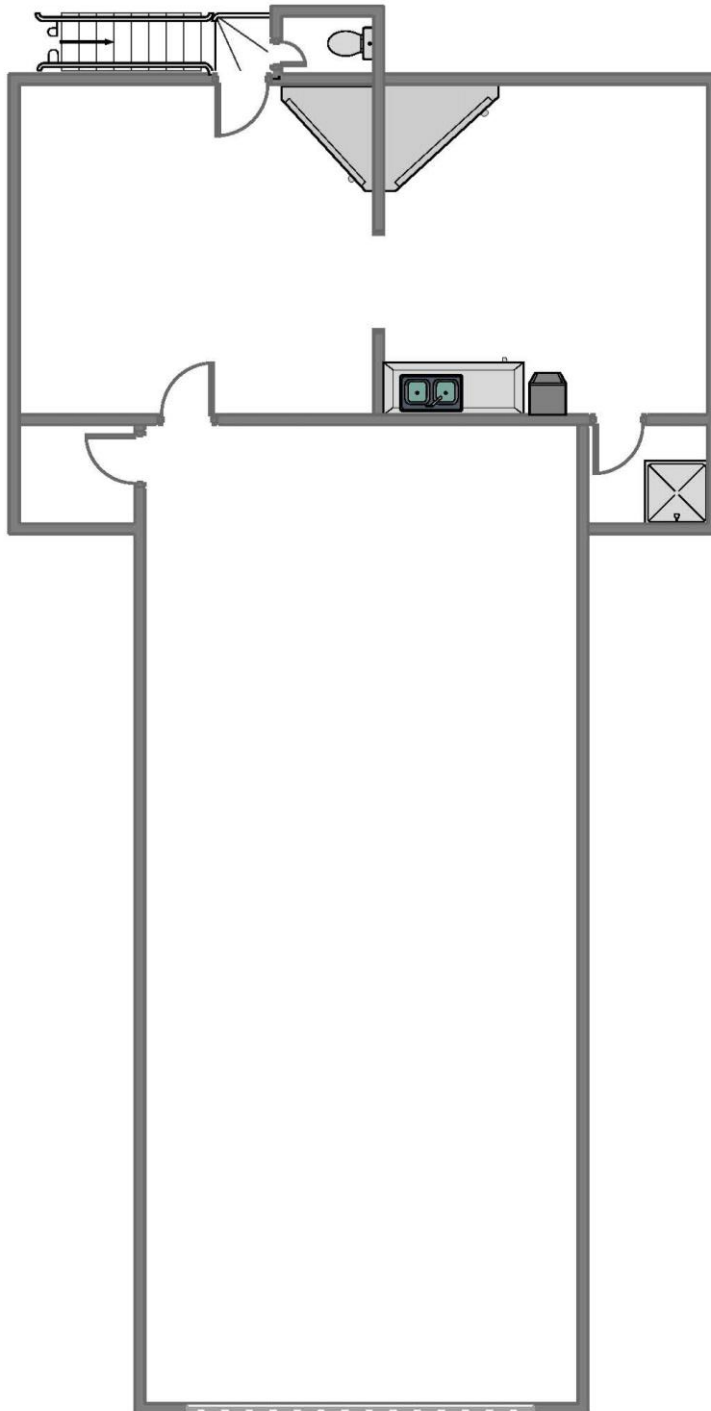
Signature

Date



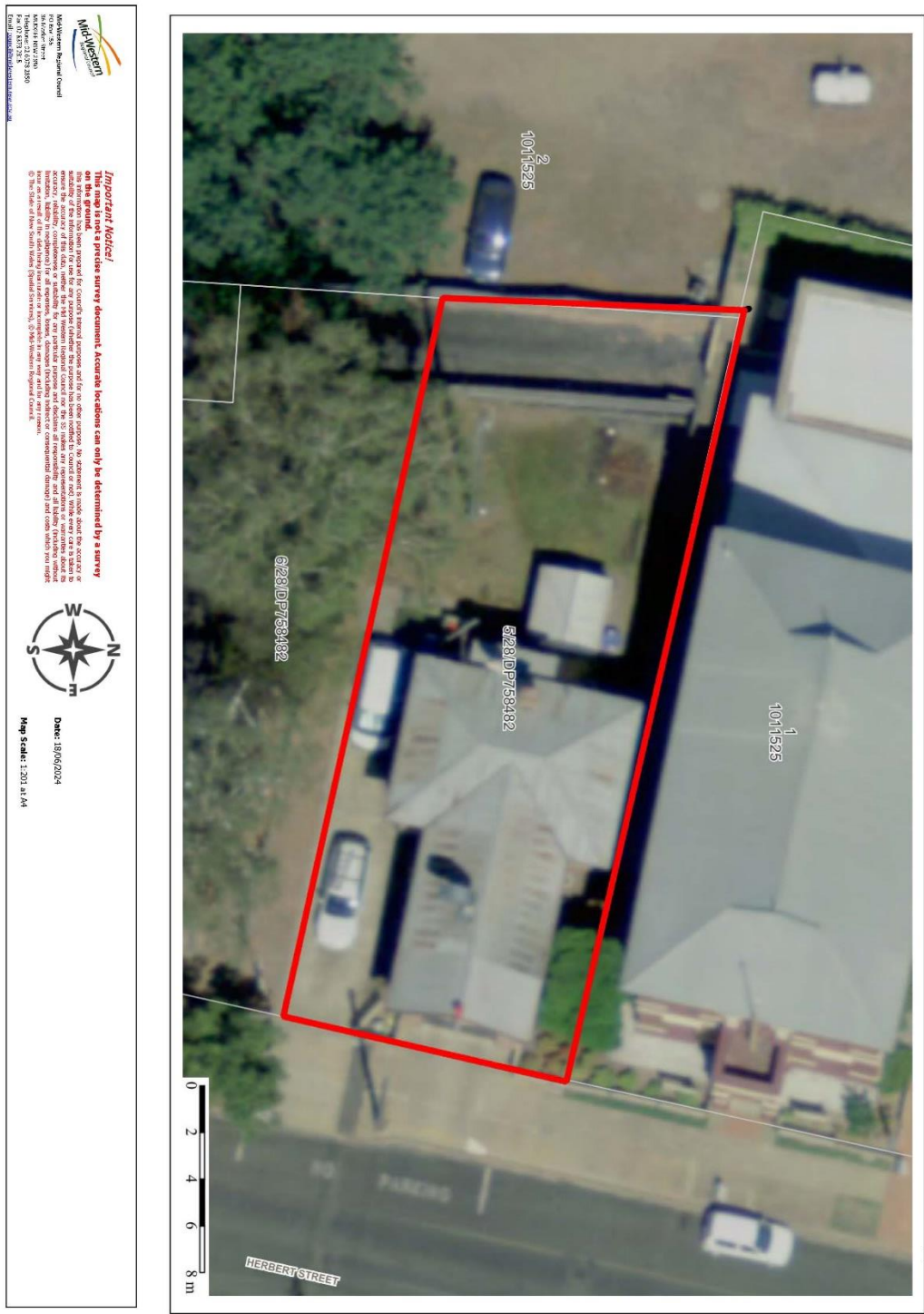
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## Annexure A – Floor Plan



Not to Scale

## Annexure B – Site Plan





FIRE STATION

## Annexure C - Draft Licence

FIRE STATION



**[INSERT CROWN LAND MANAGER NAME]**

And

**[INSERT NAME OF LICENSEE]**

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**LICENCE AGREEMENT FOR  
OCCUPATION OF LAND FOR  
[INSERT LICENCE PURPOSE]**

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**AGREEMENT** dated **[INSERT date]**

**BETWEEN** **[INSERT CROWN LAND MANAGER NAME]**, appointed under the *Crown Land Management Act 2016* (herein after referred to as the “CLM Act 2016”), as Crown Land Manager of Reserve **[INSERT RESERVE NAME AND NUMBER, PURPOSE AND NOTIFICATION DATE]** (hereinafter called the “Licensor”).

**AND** **INSERT NAME OF LICENSEE** (ACN **[INSERT COMPANY NUMBER IF APPLICABLE]**) of **[INSERT ADDRESS OF LICENSEE - IF COMPANY USE REGISTERED ADDRESS]**

THE PARTIES AGREE AS FOLLOWS.

## **1 INTERPRETATIONS, DEFINITIONS AND ADMINISTRATION**

### **Authority for grant of Licence**

1.1 The Licensor warrants that it is the Crown Land Manager responsible for the care, control and management of the Premises under the CLM Act 2016.

## **2 DEFINITIONS**

In this Licence unless the contrary intention appears:

**Access Plan** means the drawing annexed to each Premises Appendix depicting the Premises and a description of the route of access to an Enclosed Area.

**Base Annual Rent** means:

- (a) the Initial Rent where the rent has not been redetermined or adjusted in accordance with sub-clauses 14.4 or 14.5; or
- (b) in any other case - the Rent as last redetermined or adjusted in accordance with those provisions;

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

**CLM Act 2016** means the Crown Land Management Act 2016;

**Commencement Date** means the date referred to in Column 2 of Item 16 of Schedule 1;

**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.

**Due Date** means the date for payment of Rent under this Licence as is specified in Column 2 of Item 6, of Schedule 1;

**Enclosed Area** means the fenced area (which comprises the Premises and Third Party Exclusive Areas) described in each Premises Appendix as the Enclosed Area and shown on the Plan annexed to each Premises Appendix where land is, or is intended to be fenced;

**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;

**Expiry Date** means the date referred to in Column 2 of Item 17 of Schedule 1;

**"GST", "taxable supply", "consideration", "tax invoice" and "GST amount"** have the meanings given to those terms in *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

**Hazardous Substance** means a substance that because of its quality, concentration, acute or chronic toxic effects, carcinogenicity, teratogenicity, mutagenicity, corrosiveness, flammability, 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** means any structure of a permanent nature attached to the land;

**Initial Rent** means the Rent payable under this Licence in respect of each Premises as is specified in Column 2 of Item 5 of Schedule 1;

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

**Licence** means this licence including all Schedules and Annexures hereto;

**Licensee** means the licensee referred to in Column 2 of Item 2, of Schedule 1;

**Licensor** means the licensor referred to in Column 2 of Item 1 of Schedule 1 and includes its assigns and for the purpose of clauses 35, 36, 37, 38, 39, 40, 41, and 42 includes Her Majesty the Queen, the State of New South Wales and the Minister and their heirs, successors, agents, servants, employees and contractors;

**Market Rent** means the Rent as specified in Column 2 of Item 3, of Schedule 1 that would reasonably be expected to be paid for the site if it were offered for the same or a substantially similar use to which the site may be put under the Licence;

**Market Rent Review Date** means the date described as such in Column 2 of Item 8, of Schedule 1 and expressed as an absolute dollar or as a percent of the Market Rent;

**Minister** means the Minister administering the *Crown Land Management Act 2016*;

**Party/Parties** means the parties to this Licence;

**Premises** means the land and/or the buildings described in the Premises Appendix and on the plan annexed thereto;

**Permitted Use** means the use shown in Column 2 of Item 15, of Schedule 1;

**Regulations** means the *Crown Land Management Regulation 2018*, as amended or replaced from time to time; or the Local Government (General) Regulation 2005;

**Rent** means the Base Annual Rent calculated and payable upon each Due Date less any Rent Rebate granted to the Licensee together with all other payments due to be paid by the Licensee as Rent under this Licence;

**Rent Rebate** means such amount as specified in Column 2 of Item 4 of Schedule 1 given to the Licensee from the Licensor as per clause 14.6 as expressed either as an absolute dollar value or a percentage of the market value;

**Sub-Licensee** means a person who holds a sub-licence of any part of the Premises from the Licensee in accordance with the provisions of this Licence;

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

**Term** means the term of operation of this Licence in relation to the Premises;

**Term of Agreement** means the figure set out in Column 2 of Item 18, of Schedule 1;

**Third Party Exclusive Areas** means those areas that are exclusively for the use of third parties as shown on the Plan annexed to each Premises Appendix.

### 3 CONSTRUCTION

3.1 This Licence must be constructed 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 Gender

Words importing any gender include the other gender;

#### 3.1.3 Persons

A reference to a person includes:

- (a) an individual, a firm, unincorporated association, corporation and a government;
- 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 will be ignored in constructing this Licence;

#### 3.1.5 Clauses and sub-clauses

- (a) A reference to a clause includes all sub-clauses, paragraphs, sub-paragraphs 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 Sydney time;

#### **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 will apply to the disadvantage of any Party responsible for preparation of this Licence or any part of it;

#### **3.1.11 Statutes**

A reference to a Statute, Act, 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 Licence**

A reference to this Licence will include any extension or variation of this Licence;

#### **3.1.13 Priority**

If an inconsistency occurs between the provisions of this Licence and the provisions of a licence granted in accordance with this Licence, the provisions of this Licence will prevail.

### **3.2 Warranties and Undertakings**

- (a) The Licensee warrants that it:
  - (i) has relied only on its own inquiries about this Licence; and
  - (ii) has not relied on any representation or warranty by the Licensor or any person acting or seeming to act on the Licensor's behalf.
- (b) The Licensee must comply on time with undertakings given by or on behalf of the Licensee.



### 3.3 Further Assurances

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

### 3.4 Relationship of Licensor and Licensee

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

### 3.5 Time to be of the Essence

Where in any provision of this Licence 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 Licence 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 CONDITIONS OF LICENCE

The Licensor and the Licensee agree that the clauses specified in Column 2 of Item 19 of Schedule 1 are essential conditions of this Licence.

## 6 PERMITTED USE

### 6.1 Grant of Licence

The Licensor grants to the Licensee a right to occupy the area delineated on the plan annexed to the Premises Appendix **[ATTACH PLAN]** for the Permitted Use.

### 6.2 Permitted Use only

The Licensee must not:

- (a) use the Premises;
- (b) or allow them to be used (except pursuant to a Licence lawfully granted by the Licensor),

for any purpose other than the Permitted Use specified or referred to in Column 2 of Item 15 of Schedule 1.

### 6.3 No exclusive possession

The Licensee acknowledges that this Licence does not confer exclusive possession of the Premises upon the Licensee.

## **7 COMMENCEMENT OF LICENCE AND TERM**

This Licence will commence on the date (and where a time is specified or referred to at that time) specified or referred to in Column 2 of Item 16, of Schedule 1 and subject to clauses 10 and 11 will continue in force until the Expiry Date (and where a time is specified or referred to at that time) specified or referred to in Column 2 of Item 17, of Schedule 1.

## **8 NO RIGHT TO PURCHASE OR TRANSFER OF LICENCE RIGHTS**

8.1 In respect of this Licence, and without limitation, the grant of this Licence does not confer upon the Licensee:

- (a) a right to purchase or lease any part of the Premises; or
- (b) any tenancy or other estate or interest in any part of the Premises other than contractual rights as Licensee under this Licence.

8.2 Subject to any other provisions of this Licence the Licensee must not during the Term of this Licence, sub-licence, part with possession of the Premises, transfer or create any interest in the Licence or authorise or permit any person to occupy the Premises without the prior written consent of the Licensor.

## **9 LICENSEE TO YIELD UP**

9.1 The Licensee must forthwith upon the termination of this Licence or any extension of it peaceably vacate the Premises at the Licensee's expense.

9.2 The Licensee must:

- (a) unless otherwise provided for in this Licence, remove all Licensee Fixture/s, signs, names, advertisements, notices or hoardings erected, painted, displayed, affixed or exhibited upon, to or within the Premises by or on behalf of the Licensee (other than a notice displayed by the Licensor); and
- (b) unless otherwise provided for in this Licence, rehabilitate the Premises, (to the extent to which it has been altered or affected by the Licensee's occupation and use of the Premises) as nearly as practicable to the original condition before the installation of the Licensee's Fixtures to the reasonable satisfaction of the Licensor; and
- (c) ensure that when it vacates the Premises in relation to its occupation of the Premises under this Licence, the Premises comply with any Environmental Law to the extent applicable at the time of granting of this Licence; and
- (d) leave the Premises in a clean and tidy condition.

9.3 Sub-clause 9.2 does not apply unless the Licensor permits the Licensee to carry out any works on the Premises reasonably required in order to comply with that clause.

## **10 TERMINATION OF LICENCE - S. 3.43 OF CLM ACT 2016 TO APPLY**

10.1 Without limiting the Licensee's statutory or other rights apart from this Licence, the Parties acknowledge that subject to subclause 10.2 this Licence will terminate under

section 3.43 of the CLM Act 2016 if the reservation or dedication over that part of the Reserve that comprises the whole or part of the Premises is revoked, unless the revocation notification otherwise provides.

- 10.2 Where only part of the Premises is affected by the revocation or proposed revocation the Parties undertake to consult to determine if an agreement under section 3.43(2) can be reached for the continuation of this Licence in respect to that part of the Premises not affected by the revocation.
- 10.3 The Licensee expressly acknowledges that as provided by section 3.43(4) of the CLM Act 2016 no compensation will be payable in respect of the Termination of this Licence by the operation of section 3.43.

## **11 TERMINATION OF LICENCE ON DEFAULT**

- 11.1 The Licensor may terminate this Licence in the manner set out below in the following circumstances:

- (a) if the Rent or any part of it or any moneys owing to the Licensor under the Licence is or are in arrears for one month, whether formally demanded or not;
- (b) if the Licensee breaches an essential condition of this Licence or any rule or regulation made under this Licence;
- (c) if defects notified under a provision of this Licence are not remedied within the time specified in the notice;
- (d) if the Licensee 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 Licensee is a company and ceases or threatens to cease to carry on business or goes into liquidation, whether voluntarily or otherwise, or is wound up or if a liquidator or receiver (in both cases whether provisional or otherwise) is appointed;
- (f) if the Licensee is a company and is placed under official management under corporations law or enters a composition or scheme of arrangement;
- (g) if the interest the Licensee has under this Licence is taken in execution;
- (h) if the Licensee or any person claiming through the Licensee conducts any business from the licensed Premises after the Licensee has committed an act of bankruptcy.

- 11.2 In the circumstances set out in sub-clause 11.1 the Licensor may end this Licence by:

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

- 11.3 If the Licensor ends this Licence under this clause, the Licensee will not be released

from liability for any prior breach of this Licence and other remedies available to the Lessor to recover arrears of Rent shall not be prejudiced.

- 11.4 If the Lessor ends this Licence under this clause or the Licence terminates under clause 10, the Lessor may remove the Licensee's property and store it at the Licensee's expense without being liable to the Licensee for trespass, detainue, 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.

## **12 ACCEPTANCE OF RENT NOT WAIVER**

Demand or acceptance of Rent or any other moneys due under this Licence by the Lessor after termination does not operate as a waiver of the termination.

## **13 HOLDING OVER BY LICENSEE**

- (a) At the end of the Term of Agreement as specified in Column 2 of Item 18 of Schedule 1, the Licensee will be entitled with the consent of the Lessor to remain in possession of the Premises on the following terms and conditions:
- (i) the Licensee will become a monthly tenant of the Lessor at a monthly rental equivalent to one twelfth proportion of the annual Rent payable at the time of expiration or sooner determination of this Licence;
  - (ii) the Licensee must comply with and be bound by the terms and conditions of this Licence insofar as the terms and conditions are applicable, provided that the Lessor may from time to time by notice in writing served on the Licensee direct that any particular condition not apply or be amended in the manner set out in the notice.
- (b) The Lessor and the Licensee expressly agree that where any provision of this Licence confers any right, duty, power or obligation on a Party upon the expiration or determination of this Licence or on the Expiry Date and the Licensee 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 Licensee 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 Licensee 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 Licensee serving on the Lessor a notice stating that as from a date specified in the notice the tenancy is surrendered.

## **14 LICENSEE'S RENT AND OUTGOINGS**

### **14.1 Licensee to Pay Rent**

The Licensee covenants with the Lessor that the Licensee must, during the whole of the Term of Agreement and any extension of it, pay the Rent to the Lessor in



accordance with the provisions of this clause without demand free of exchange and without deduction whatsoever.

#### 14.2 Goods and Services Tax

- (a) The Parties agree that all payments to be made and other consideration to be provided by the Licensee under the Licence are GST exclusive unless explicitly expressed otherwise. If any payment or consideration to be made or provided by the Licensee to the Licensor is for a taxable supply under the Licence on which the Licensor must pay GST and the Licensor gives the Licensee a tax invoice, the Licensee must pay to the Licensor an amount equal to the GST payable ("the GST Amount") by the Licensor for that taxable supply upon receipt of that tax invoice.
- (b) The Parties agree that they are respectively liable to meet their own obligations under the GST Law. The GST Amount shall not include any amount incurred in respect of penalty or interest or any other amounts payable by the Licensor as a result of default by the Licensor in complying with the GST Law.

#### 14.3 Rent and Adjusted Rent

The Licensee must pay to the Licensor on the Commencement Date the Initial Rent and thereafter must pay on each Due Date, Rent in advance adjusted as provided in sub-clauses 14.4 and 14.5.

#### 14.4 Calculation of Annual Rental 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 the event that such index be discontinued or abolished the Minister may at his absolute discretion nominate another Index.
- (c) Any Rent adjusted under this sub-clause shall 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 Licensee is not issued until after that date specified or referred to in Column 2 of Item 6 of Schedule 1.

#### 14.5 Market Rent Review

- (a) In addition to the Rent adjustment provided for in clause 14.4 the Rent may, subject to the following provisions of this clause, be redetermined to an amount

that is the Market Rent in accordance with Division 6.3 of the CLM Act 2016 on that date with effect on and from each Market Rent Review Date by the Licensors;

- (b) A redetermination of Rent for the purposes of sub-clause 14.5(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 specified or referred to in Column 2 of Item 8 of Schedule 1.
- (c) Where the Licensors does not redetermine the Rent as provided for in sub-clause 14.5(a) it may subsequently redetermine the Rent at any time before the next Market Rent Review Date. No succeeding Market Rent Review Date shall be postponed by reason of the operation of this clause.
- (d) A redetermination of Rent made under sub-clause 14.5(a) or 14.5(c) will take effect and be due and payable on the next Due Date following the date of issue of the notice of redetermination (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 Licensee wishes to dispute the redetermination.

#### **14.6 Rebate for Charitable or Non Profit Organisations**

- (a) At the absolute discretion of the Licensors, the Licensors may determine that the Licensee is entitled to a Rent Rebate on the basis that the Licensee is a recognised charitable or non-profit organisation;
- (b) Subject to sub-clause 14.6(a), the Rent is calculated by subtracting the Rent Rebate from the Base Annual Rent, but the Rent must exceed the statutory minimum rental applicable to tenures under the CLM Act;
- (c) Where the Licensee is not entitled to a Rent Rebate, the Base Annual Rent applies.

### **15 CONTINUING OBLIGATION**

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

### **16 NO REDUCTION IN RENT**

Subject to this Licence the Licensee must not without the written consent of the Licensors by any act, matter or deed or by failure or omission impair, reduce or diminish directly or indirectly the Rent reserved or imposed by this Licence. However, if at any time during the Licence:

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

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

## **17 LICENSEE TO PAY RATES**

- 17.1 The Licensee must when the same become due for payment pay all (or in the first and last year of the Term of Agreement the appropriate proportionate part) rates, taxes, assessments, duties, charges and fees whether municipal, local government, parliamentary or otherwise which are at any time during the currency of this Licence separately assessed and lawfully charged upon, imposed or levied in respect of the Licensee's use or occupation of the Premises to the extent referable to the Licensee's use or occupation of the Premises.
- 17.2 Where the Licensor requires evidence for such payments the Licensee must produce such evidence within ten Business Days after the respective due dates for payment.
- 17.3 In the case where such rates, taxes, duties and fees so covenanted to be paid by the Licensee are not paid when they become due the Licensor may if it thinks fit pay the same and any such sum or sums so paid may be recovered by the Licensor as if such sums were Rent.

## **18 LICENSEE TO PAY OTHER CHARGES**

The Licensee must pay all other fees, charges and impositions for which it may properly be liable which are imposed by an authorised third party and which are at any time during the Term of Agreement payable in respect of the Premises or on account of the use and occupation of the Premises by the Licensee.

## **19 LICENSEE TO PAY FOR SERVICES**

The Licensee must as and when the same become due for payment pay to the Licensor 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 Licensee or consumed in or on the Premises, by the Licensee.

## **20 LICENSEE TO PAY COST OF WORK**

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

## **21 COSTS PAYABLE BY LICENSEE TO LICENSOR**

Except when law limits costs being recovered from a Licensor by a Licensee, the Licensee must pay in full the Licensor'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 Licensor in consequence of or in connection with or incidental to:

- (a) the preparation and completion of this Licence;
- (b) any variation of this Licence made otherwise than at the request of the Licensor;
- (c) any application for the consent of the Licensor and the Minister if applicable under this Licence;

- (d) any and every failure to comply breach or default by the Licensee under this Licence;
- (e) the exercise or attempted exercise of any right power privilege authority or remedy of the Licensor under or by virtue of this Licence;
- (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 Licensee 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 Licensee of any covenant of this Licence;
- (h) the Licensee requiring the Licensor to do any act, matter or thing under this Licence, unless otherwise provided for in this Licence.

## **22 COSTS PAYABLE BY LICENSOR**

The Licensor must pay its own direct and external consultants costs in relation to any rental redetermination matter without reimbursement from the Licensee.

## **23 INTEREST ON OVERDUE MONEYS**

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

## **24 MANNER OF PAYMENT OF RENT AND OTHER MONEYS**

The Rent and other moneys payable in accordance with this Licence 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 Licensor may from time to time direct by notice in writing served on the Licensee.

## **25 OBLIGATIONS AND RESTRICTIONS RELATING TO PREMISES**

### **25.1 Access**

Subject to the sub-clauses hereunder the Licensor confirms that the Licensee will have unfettered and free access to and from, the Premises at all times, provided however that:

- (a) The Licensee must strictly observe the reasonable directions and requirements of the Licensor at all times regarding the methods and routes of access to the Premises taken by the Licensee;
- (b) If the Licensee has shown the position of its intended access on the Access Plan **[INSERT DETAIL ON ATTACHED PLAN]** and described the nature of the activity to be conducted on the land at those positions, then in respect of that access, the Licensor will not require further notice;

- (c) The Licensee as far as is practicable, must use existing access tracks to, from, within and surrounding the Premises;

## 25.2 **Entry by the Public**

The Licensee must allow the public to have right of access over that part of the Premises as specified in Column 2 of Item 20, of Schedule 1 and any such part of the Premises shall be suitably signposted. Otherwise the Licensee may prohibit unauthorised entry to the remainder of the Premises. If required by the Licensor plans showing the areas where public access is authorised and unauthorised shall be displayed in a prominent location at the entrance to the Premises.

## 25.3 **Additions and Alterations**

The Licensee shall not make any additions or alterations to the Premises without first obtaining the written consent of the Licensor, the Minister (unless it has been deemed to have been given under section 2.23 of the CLM Act 2016) and any development consent required under the *Environmental Planning & Assessment Act 1979*. Any additions or alterations consented to by the Licensor and the Minister shall be carried out at the Licensee's expense.

## 25.4 **Maintenance of Premises and Enclosed Areas**

The Licensee must keep the Premises clean and tidy and in good order and condition.

## 25.5 **Licensee to erect barricades etc**

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

## 25.6 **No residence on Premises**

The Licensee must not reside or permit any other person to reside on the Premises, unless Schedule 2, Special Conditions, permit otherwise.

## 25.7 **Licensee not to remove materials**

- (a) The Licensee must 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 Licensor and the Minister and subject to such conditions as the Licensor or the Minister may determine.
- (b) Sub-clause 25.7(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 Licence provided that any such removal, digging up or excavation is undertaken in accordance with the requirements of that authorisation.
- (c) A failure by the Licensee to comply with any condition imposed pursuant to sub-clause 25.7(a) constitutes a failure by the Licensee to comply with a provision or covenant of this Licence.



**25.8 Licensee not to burn off**

The Licensee must not carry out any burning off on the Premises except with the prior consent of the Licensor 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 clause shall be subject to such reasonable conditions as the Licensor may impose.

**25.9 Rodents and Vermin**

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

**26 ADVERTISING**

- (a) The Licensee 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 Licensor's written consent other than safety signs, in respect of which the Licensor's consent shall not be required; and
- (b) The Licensor may at any time by notice in writing require the Licensee to discontinue to use any piece or mode of advertising to which the Licensor has granted consent under sub-clause 26(a) which in the opinion of the Licensor has ceased to be suitable or has become unsightly or objectionable and the Licensee on receipt of the notice shall comply accordingly.

**27 NOTIFICATION OF ACCIDENT**

The Licensee must give to the Licensor prompt notice in writing of any serious accident or serious defect at or in the Premises or any part of them unless the defect or accident is capable of being and is promptly remedied by the Licensee.

**28 LICENSEE NOT TO COMMIT NUISANCE ETC**

The Licensee must not:

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

**29 HAZARDOUS SUBSTANCES**

The Licensee must not keep any Hazardous Substance on the Premises without prior consent of the Licensor, which consent shall not be unreasonably withheld.

### 30 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 Licensee must not knowingly disturb, destroy, deface or damage any aboriginal relic or place or other item of archaeological significance within the Premises and shall take every reasonable precaution in drilling excavating or carrying out other operations or works in the Premises against any such disturbance, destruction, defacement or damage.
- (b) If the Licensee becomes aware of any aboriginal relic or place or other item of archaeological significance within the Premises the Licensee must within 24 hours notify the Licensor and the Chief Executive of the Office of Environment and Heritage of the existence of such relic place or item.
- (c) The Licensee must 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 30(b) without the approval of the Chief Executive of the Office of Environment and Heritage and the Licensee shall observe and comply with all reasonable requirements of the said Director-General in relation to carrying out the operations or works.

### 31 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 Licensor and the Licensee must as authorised by the Licensor watch or examine any excavations and the Licensee must take all reasonable precautions to prevent such articles or things being removed or damaged and shall as soon as practicable after discovery thereof notify the Licensor of such discovery and carry out the Licensor's orders as to the delivery up to or disposal of such articles or things at the Licensor's expense.

### 32 OWNERSHIP AND REMOVAL OF TENANT FIXTURES AND IMPROVEMENTS

- (a) During the Term of Agreement and any extension of it, ownership of Tenant Fixtures vests in the Licensee. Notwithstanding anything contained in this Licence, so long as any Rent or other moneys are due by the Licensee to the Licensor or if the Licensee has committed any breach of this Licence which has not been made good or remedied and whether the Licensee is still in possession or not, the Licensee shall not be entitled to remove any of the Tenant Fixtures, fittings or equipment from the Licensed property.
- (b) Upon expiry of the Licence all Improvements undertaken by the Licensee become the property of the Licensor.

### 33 GENERAL REQUIREMENT TO REPAIR

Without prejudice to the specific obligations contained in this Licence the Licensee must to the satisfaction of the Licensor at all times keep the Premises in good repair and properly maintained in all respects.

## **34 BREAKAGES**

The Licensee must, immediately at the Licensee'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 Licensor occasioned by want of care, misuse or abuse on the part of the Licensee or the Licensor's other Licensees occupants occupiers or other persons claiming through or under the Licensee or otherwise occasioned by any breach or default of the Licensee hereunder.

## **35 INDEMNITIES AND INSURANCE**

### **35.1 Indemnity for use of Premises**

- (a) The Licensee indemnifies and keeps indemnified the Licensor from and against all actions, suits, claims, demands, proceedings, losses, damages, compensation, sums of money, costs, legal costs, charges and expenses whatsoever to which the Licensor will or may be or becomes liable for or in respect of the Licensee's occupation operation and use of the Premises or for or in respect of all losses, damages, accidents or injuries of whatsoever nature or kind and howsoever sustained or occasioned (and whether to any property or to any person or resulting in the destruction of any property or the death of any person or not) at or upon the Premises or originating on the Premises although occurring or sustained outside the same except to the extent that any such claims and demands:
  - (i) arise from or are contributed to by the negligence or wilful act or omission on the part of the Licensor; 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 Licensor is adequately indemnified by that other occupier in respect of the relevant claim or demand, and the Licensor must use its reasonable endeavours to ensure that an indemnity in this form is contained in any agreement with any other occupier of the Premises.

### **35.2 Indemnity Continues After Expiration of Licence**

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

### **35.3 Exclusion of Consequential Loss**

Despite any other provision of this Licence, 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 Licence 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.

## **36 INSURANCE - PUBLIC RISK**

The Licensee must 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 Licensor 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 Licensor acknowledges that the Licensee may effect the public risk insurance pursuant to an insurance policy which is not specific as to the location of risk.

### **37 PROVISIONS RE POLICIES**

- (a) All insurance policies required to be effected by the Licensee pursuant to this Licence are specified in Schedule 2, Special Conditions and shall be in place prior to the Licensee occupying the Premises.
- (b) The Licensee must produce to the Licensor, 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 Licensee pursuant to this Licence.
- (c) The Licensee must not at any time during the Term of Agreement do or bring upon the Premises anything which it ought reasonably believe may render void or voidable any policy of insurance. If the Licensee brings anything onto the Premises whereby the rate of premium on such insurance is liable to be increased, the Licensee must obtain insurance cover for such increased risk and pay all additional premiums on the Premises required on account of the additional risk caused by the use to which the Premises are put by the Licensee.
- (d) The Licensee must 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.

### **38 INDEMNITY FOR NON-COMPLIANCE WITH LEGISLATION**

The Licensee indemnifies and keeps indemnified the Licensor from and against any and all actions, suits, claims, demands, proceedings, losses, damages, compensation, sums of money, costs, legal costs, charges and expenses whatsoever arising from the non-compliance by the Licensee with any New South Wales or Commonwealth legislation that may apply to the Licensee's use, occupation of and access to the site and the Licensee's operation of their business from and access to the site.

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

### **39 INDEMNITY FOR BREACH OF ENVIRONMENTAL LAW**

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

#### **40 NO LIABILITY FOR FAILURE OF SERVICES**

The Licensor is not liable for any loss, injury or damage sustained by the Licensee 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 Licensor or enjoyed by the Licensee in conjunction with the Premises or this Licence provided that such failure is not due to the negligent or wilful act or omission of the Licensor its servants or agents.

#### **41 LICENSEE NOT TO IMPOSE LIABILITY ON LICENSOR**

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

#### **42 RELEASE OF LICENSOR FROM LIABILITY**

- (a) The Licensee occupies, uses and keeps the Premises at the risk of the Licensee and hereby releases to the full extent permitted by law the Licensor from all claims and demands of every kind resulting from any accident, damage or injury occurring therein but excluding such claims and demands to the extent that such claims and demands arise out of the negligent or wilful acts omissions or default of the Licensor. The Licensor has no responsibility or liability for any loss of or damage to fixtures and/or personal property of the Licensee or any agent or servant of the Licensee or of any member of the public whilst in or upon the Premises (but excluding such loss or damage claims and demands to the extent that such loss or damage, claims and demands arise out of the negligent acts or wilful omissions or default of the Licensor).
- (b) The obligations of the Licensee under this clause continue after the expiration or other determination of this Licence in respect of any act, deed, matter or thing happening before such expiration or determination for which the Licensee is responsible. Such obligation is to be governed by the Statute of Limitations.

#### **43 LICENSOR'S WARRANTIES AND COVENANTS**

##### **43.1 Hazardous Chemicals**

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

#### **44 LICENSOR'S POWERS AND FUNCTIONS**

##### **44.1 Approval by Licensor**

- (a) In any case where pursuant to this Licence the doing or executing of any act, matter or thing by the Licensee is dependent upon the approval or consent of the Licensor such approval or consent is not effective unless given in writing and may be given or withheld (unless the context otherwise requires) by the Licensor and may be given subject to such conditions as the Licensor may determine unless otherwise provided in this Licence provided such consent or



approval is not unreasonably withheld or such terms and conditions are not unreasonable.

- (b) Any failure by the Licensee to comply with a condition imposed by the Licensor pursuant to sub-clause 44.1(a) constitutes a failure by the Licensee to comply with a condition of this Licence.

## **45 APPLICATION OF CERTAIN STATE AND COMMONWEALTH LAWS**

### **45.1 Proportionate Liability**

Part 4 of the Civil Liability Act 2002 (NSW) does not apply to this Licence.

### **45.2 Licensee to Comply with all Commonwealth and NSW State Laws**

- (a) The Licensee must 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 Licensee is bound at law to comply with the same and nothing in this Licence affects this obligation.
- (b) The Licensee must forthwith on being served with a notice by the Licensor comply with any notice or direction served on the Licensor 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.

### **45.3 Licensee to Comply with Environmental Laws**

In relation to its use of the Premises, the Licensee shall, during the Term of Agreement, and in relation to the Premises:

- (a) comply with relevant Environmental Law;
- (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 Licensor as soon as reasonably practicable details of notices received by or proceedings commenced against the Licensee pursuant to an Environmental Law:
  - (i) relating to a breach or alleged breach by the Licensee of an Environmental Law; or
  - (ii) requiring the Licensee to carry out works to decrease the affectation of the Premises by any Hazardous Substance.

### **45.4 Licensee's Failure to Comply with Statutory Requirements**

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

- (a) the Licensee has been found guilty of the breach, and

- (b) the Licensor determines that the breach warrants the Termination of the Licence.

## **46 NOTICES**

### **46.1 Service of Notice on Licensee**

Any notice served by the Licensor on the Licensee must be in writing and is sufficiently served if:

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

and every such notice must also be served on the Licensee's solicitors as they may be nominated from time to time, or such other address as the Licensee's solicitors notify in writing to the Licensor, by any methods identified in subclauses 46.1 (a) and (b).

### **46.2 Service of Notice on Licensor**

Any notice served by the Licensee on the Licensor must be in writing and is sufficiently served if:

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

and every such notice must also be served on the Licensor's solicitors, as they may be nominated from time to time, or such other address as the Licensor's solicitors notify in writing to the Licensee, by any methods identified in subclauses 46.2 (a) and (b).

### **46.3 Notices**

- (a) Any notice served by the Licensor or the Licensee under this Licence is 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 Licensor or by the Licensee to the other.
- (b) Any notice sent by prepaid security mail is deemed to be served at the expiration of 2 Business Days after the date of posting.

**47 PROCEDURE - DISPUTE RESOLUTION**

- (a) In the event that the Licensor and the Licensee are in dispute regarding any matter relating to or arising under this Licence or in respect of any approvals or consents to be granted by the Licensor (except those approvals or consents where the Licensor has an obligation to act reasonably) to the Licensee hereunder or where it is acting in its statutory capacity, then either the Licensor or the Licensee 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 notification, 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 Licence.
- (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 47(d).
- (g) Notwithstanding the existence of a dispute under this or any other clause of this Licence the Parties must, unless acting in accordance with an express provision of this Licence, continue to perform their obligations under this Licence.

**MISCELLANEOUS****48 NO MORATORIUM**

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

**49 NO WAIVER**

No waiver by a Party of any breach of any covenant obligation or provision in this Licence 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 Licence contained or implied. None of

the provisions of this Licence 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.

## **50 NO MERGER**

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

## **51 COUNTERPARTS**

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

## **52 CONTACT PERSON**

The Licensor and the Licensee each must nominate a person to contact about matters arising under this Licence. 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 Licensor nominates in writing to the Licensee and the Licensee nominates in writing to the Licensor from time to time.

## **53 APPLICABLE LAW**

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

## **54 NO HOLDING OUT**

- (a) The Licensee must 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 Licensor.
- (b) The Licensee must not act as or represent itself to be the servant or agent of the Licensor.

## **55 WHOLE AGREEMENT**

- (a) The provisions contained in this Licence 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 Licence 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 Licence.
- (c) The existence of any such implication or collateral or other agreement is hereby negated.

**56 SPECIAL CONDITIONS**

The Special Conditions set out in Schedule 2 apply and form part of this Licence.

DRAFT



**SCHEDULE 1**

Item	Clause	Column 1	Column 2
1	2	<b>Licensor</b>	[INSERT Crown Land Manager name]
2	2	<b>Licensee</b>	[INSERT name]
3	2	<b>Market Rent</b>	[\$[INSERT \$xx pa] including GST
4	2	<b>Rent Rebate</b>	[INSERT as \$value or %value] including GST
5	2	<b>Initial Rent</b>	[\$[INSERT \$xx pa] including GST
6	2	<b>Due Date</b>	[INSERT Commencement of Agreement date for first Licence] and each anniversary of this date in each year of the Term of Agreement and any holding over period. Day usage fees are to be paid quarterly.
7	14.4	<b>Annual Rental Adjustment</b>	12 months from commencement and annually thereafter
8	14.5	<b>Market Rent Review Date</b>	3 years from Commencement Date of Licence and every 3 years thereafter [as applicable depending on the Term of Licence]
9	24	<b>Address for Payment of Rent</b>  [OPTIONAL] Electronic Funds Transfer details for payment of rent	[INSERT Crown Land Manager address]  Name of financial institution: [INSERT name]  BSB: [INSERT BSB number]  Acc no: [INSERT account number]  Account in name of: [INSERT name]
10	46.1	<b>Licensee's address for Service of Notices</b>	[INSERT address of Licensee]  Attention:  Phone:  Email:
11	46.2	<b>Licensor's address for Service of Notices</b>	[INSERT address of Licensor]  Attention:  Phone:  Email:
12	36	<b>Public Risk Insurance amount</b>	<b>\$20 Million</b>

13	52	<b>Licensor's Person</b>	<b>Contact</b>	[INSERT contact details]
14	52	<b>Licensee's Person</b>	<b>Contact</b>	[INSERT contact details]
15	6	<b>Permitted Use</b>		[INSERT permitted uses of the licence e.g. club meetings, training]
16	7	<b>Commencement Date</b>		[INSERT commencement date of licence]
17	7	<b>Expiry Date</b>		[INSERT expiry date of licence]
18	2	<b>Term of Agreement</b>		[INSERT term of licence e.g. five years]
19	5	<b>Essential Conditions of Licence</b>		Clauses 1.1, 1.2, 6.2, 6.3, 8, 14, 33, 35, 36, 37, 38,39, 41, 42, 45.2, 45.3, 45.4
20	25.2	<b>Entry by the public</b>		[INSERT description of any location of public entry and public access times. For a reserve that is open to the public at all hours put "N/A"]

End of Schedule 1

## Schedule 2 Special Conditions

[Special conditions to be inserted]

Dated this **[INSERT DATE]** day of **[INSERT MONTH]**, **[INSERT YEAR]**

**[INSERT name of Licensee]** was  
affixed in the presence of:

**[INSERT name of Licensor]**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
First Signatory

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

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

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

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

SIGNED BY THE LICENSEE in the  
presence of

\_\_\_\_\_  
Second Signatory

\_\_\_\_\_  
Signature of Witness

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

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

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

**NOTE:** *(delete notes prior to printing)*

A company's power to sign, discharge and otherwise deal with contracts can be exercised by an individual acting with the company's authority and on its behalf. A company can deal with contracts without using a common seal.

A company may execute a document by having it signed by:

- 2 directors of the company; or
- a director and the company secretary; or
- for a company with a sole director who is also the sole secretary—that director.

## PREMISES APPENDIX

THIS IS A PREMISES APPENDIX REFERRED TO AND DEFINED IN THE LICENCE AGREEMENT BETWEEN THE **[INSERT CROWN LAND MANAGER NAME]** AND **[INSERT LICENCEE NAME]**. IN ACCORDANCE WITH THE PROVISIONS OF the Local Government Act 1993 and CLM ACT 2016 FOR THE PERMITTED USE OF **[INSERT PERMITTED USE]**, THIS PREMISES APPENDIX VARIES AND FORMS PART OF THE LICENCE AND ITS TERMS ARE INCORPORATED IN THEIR ENTIRETY INTO THE LICENCE

### Description of Licence Premises:

Reserve Number	Part/Whole (delete one) – <i>[insert Reserve number]</i>
Parish	<i>[insert]</i>
County	<i>[insert]</i>
Locality	<i>[insert]</i>
Lot in Deposited Plan	Part/Whole (delete one) - <i>[insert Lot/DP details]</i>
Area of licence	<i>[insert]</i> m2/ha2
Commencement Date	<i>[insert]</i>
Expiry Date	<i>[insert]</i>
Initial Rent	\$ <i>[insert]</i>
Plan	Plan attached and marked as “A”
Description of any structures	
Third Party Exclusive Area	<i>[insert any areas for the use of third parties. If none put “N/A”]</i>
Enclosed Area (where land is, or is intended to be fenced)	<i>[insert area comprised of the Premises and Third Party Exclusive Areas. If no enclosed area put “N/A”]</i>

FIRE STATION

## Annexure D - Plan of Management

FIRE STATION





# PLAN OF MANAGEMENT

## Old Gulgong Fire Station



December 2023

## Version Control

Date	Comment
20 / 05 / 2021	Initial Draft (V2)
13 / 10 / 2021	Amendments following Council officer Review (V3)
27 / 01 / 2022	Minor amendments following further Council officer Review (V4)
02 / 06 / 2022	Amendments following DPE -CL advice on other PoMs (V5)
23 / 08 / 2022	Minor amendments following further Council officer Review (V6)
11 / 07 / 2023	Amendments following DPE-CL advice and updates relating to amendments to Environmental Planning Instruments (V7)
24 / 11 / 2023	Amendment following Exhibition (V8)
18 / 12 / 2023	Final Version – Adopted by Council (V9)

Council is proud to acknowledge and respect the Wiradjuri people as the Traditional Custodians of the Mudgee Area and to pay respect to elders past, present and emerging.

Plan of Management Report prepared by  
Lands Advisory Services Pty Ltd  
265 King Street  
Newcastle NSW 2300



**Email:** [enquiries@landsas.com.au](mailto:enquiries@landsas.com.au)

**December 2023**

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**Disclaimer:**

Drawings, figures, analysis, forecasts and other details in this report have been prepared in good faith based on data and information supplied to Lands Advisory Services Pty Ltd by others. The data is believed to be correct at the time of publication of this Report. However, it is noted that predictions, forecasts and calculations are subject to assumptions which may or may not turn out to be accurate. Lands Advisory Services Pty Ltd expressly disclaims all and any liability to any person or persons in reliance on the Report and its contents in part or in whole.

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## EXECUTIVE SUMMARY

A Plan of Management (POM) is required to be prepared for public land which is owned and/or managed by a council and classified as community land under the *Local Government Act 1993* (LGAct). A POM on community land is a document that provides for and directs the use and management of that land. It describes the current purposes and uses of the community lands and their values, assigns them to one or more categories and sets out objectives and performance targets for active land management and use.

The Old Gulgong Fire Station (the Fire Station), adjoining car park and a reservation for historical purposes (the Reserve) consists of Crown land which is owned by the State of New South Wales for the benefit of all persons. Local Government Authorities manage Crown land on behalf of the State, as Crown Land Managers, under Division 3.4 of the *Crown Land Management Act 2016* (CLMA).

The Reserve is classified as *community land*, under the LGAct. Crown land (and council owned community land) is further categorised under the LGAct as either park, sportsground, general community use, natural area, or area of cultural significance. The land at the Reserve has been categorised in this POM, as:

- General Community Use

The intention of this POM is to provide Mid-Western Regional Council (Council) with a framework that enables decisions in regard to the Reserve to be made on an informed, consistent and equitable basis. This POM meets all of the requirements of the LGAct.

A description of this land and its assets as they exist on the Reserve is provided. The current use patterns of the main assets (the Fire Station), its condition, community needs, and emerging trends and influences have been considered in this POM. Appropriate management objectives and actions required to improve assets, a tenure strategy and a management structure for the effective utilisation of the Reserve into the future, are key outcomes provided by this POM.

This POM specifically proposes:

- Upgrades to internal layout of the Fire Station building to suitable standards to meet the needs of identified new and emerging priority uses such as the administrative requirements of local business, the arts, social gatherings and community meetings via tenure arrangements with Council
- Creation of extra floor space (as required) to meet increases in demand which may be initiated by the above, via extensions to the existing Fire Station building
- Removal of unserviceable structures, boundary fence repairs, general maintenance of all items of infrastructure, and garden/yard improvements and management.

This POM is presented in two principal sections: The site description (A) covers the physical attributes, the legal framework and the constraints of the site; and the fundamental components of Plan (B), which describes what is planned for the site's future.



## PART A – THE SITE

### 1 INTRODUCTION

Gulgong is located in central western NSW, approximately 300 kilometres north west of Sydney and 30 kilometres north of Mudgee on the Castlereagh Highway. It is one of the significant towns within the Mid-Western Regional Council Local Government Area (LGA), the others being Kandos, Rylstone and the regional centre, Mudgee.

The Fire Station located at 104 Herbert Street, is situated on Crown Land a short walk to the south of the town's main commercial area (see Figure 1 locality diagram) and is managed by Council. This POM is for the Reserve which includes the Fire Station and its site, an adjoining car park and an additional (small) reservation for historical purposes on its western margins.



Figure 1 - Locality Diagram

### Site History

The discovery of reef gold on Red Hill in 1870 by Thomas Saunders, a local shepherd, sparked a major goldrush which initiated the first town survey for Gulgong township in the same year.<sup>1</sup> Remarkably, by 1872, the township of Gulgong had a population of 20,000 people. Current town population is around 2,600 people.

In 1885 the subject land was part of a Reserve for Public Buildings. By 1891 this Reserve had been revoked and the northern allotment (5) of the land had been dedicated for Town Hall and the southern allotment (6) reserved for Police Purposes (see Figure 2).

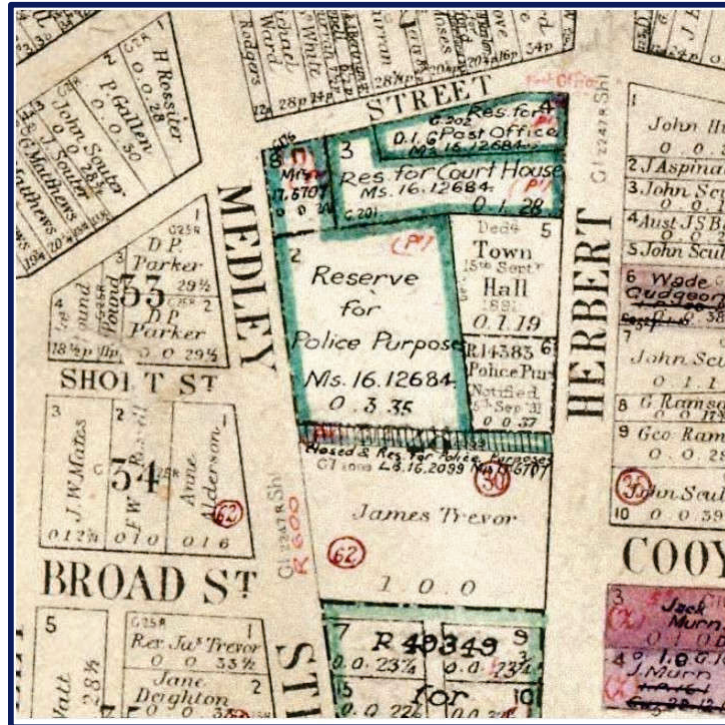


Figure 2 - 1904 Town Map of Gulgong

In 1953 the Town Hall dedication was divided again into a dedication for local government purposes in the north and the current Fire Brigade Station in the south.

The Reserve for Police Purposes was reduced to include only the Police Stables in 1957 when the Crown put the land to market as residential allotments (see Figure 3). They failed to sell and the current reservations were placed in 1977.

### Fire Stations in Gulgong

The earliest record of a fire brigade in Gulgong was in 1875 during the Gold Rush, and at a time when the town had a population of 20,000 people.<sup>2</sup> However, lack of funding resulted in it being disbanded five years later. In following decades, a number of attempts were made to re-form a brigade, finally succeeding in 1934 when a fire brigade was once again established in Herbert Street (believed to be where the Pioneer Museum is now located), before moving up the road to the current position.

The Fire Station<sup>3</sup> was built in 1935 at a cost of approximately £1000. The *Sydney Morning Herald* of 26 October in that year reports that the "new fire station" was officially opened by Mr. T J Smith, president of the Board of Fire Commissioners, who also praised the work of volunteer fire fighters in the country areas outside of Newcastle and Broken Hill.

<sup>1</sup> <https://www.regional.nsw.gov.au/meg>

<sup>2</sup> *Mudgee Guardian* 16 August 2017.

<sup>3</sup> A complete history of the Fire station (*Gulgong Fire Brigade Station No. 312: a brief history 1875-1880; 1934-2017*) can be found in the Museum of Fire (Penrith, N.S.W.), or in the State Library of NSW - Request from onsite storage (Mitchell Library Collection onsite use only): H 2020/3209.



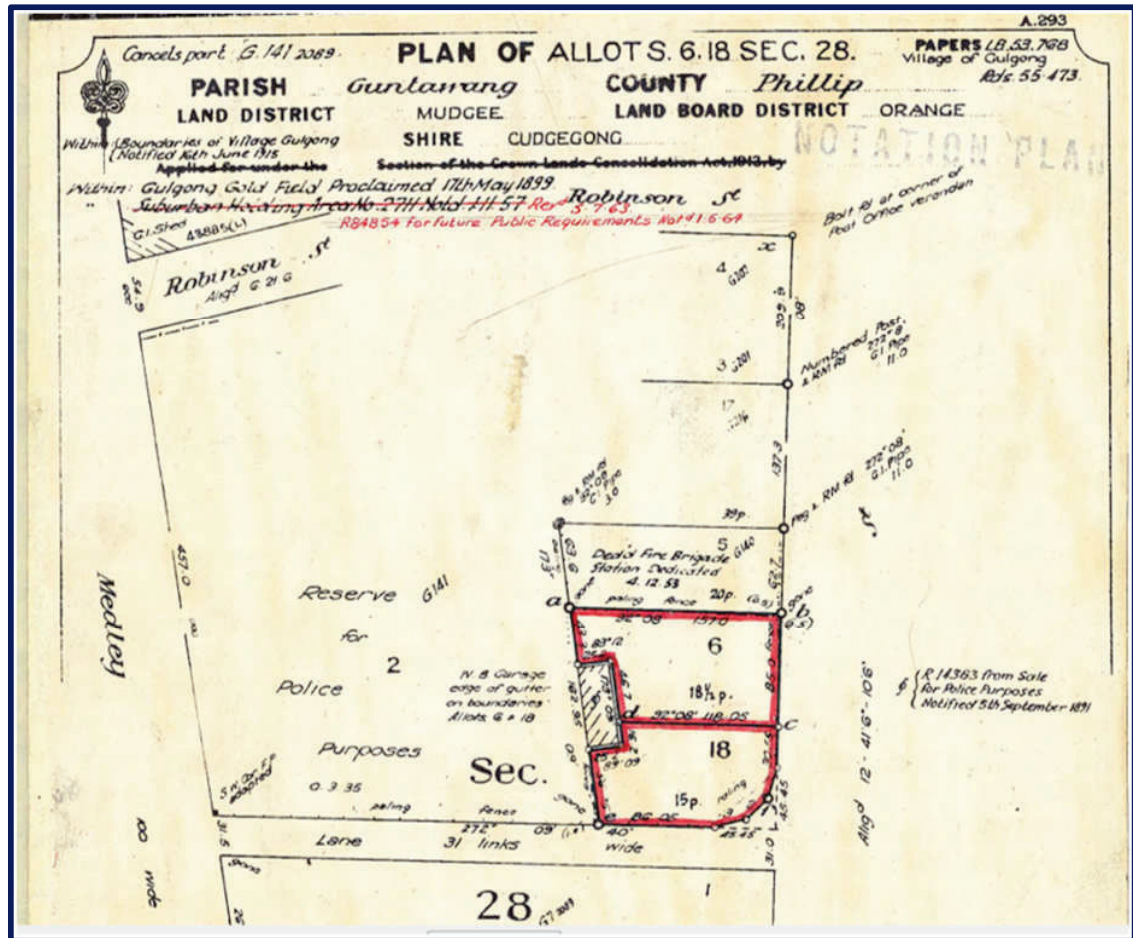


Figure 3 - Plan of Allotments 6 & 18 Section 28 Town of Gulgong

The *Mudgee Guardian* of 3 Sept 1936 describes an interesting meeting of Council, during which the tenure terms and conditions for the occupation of the new Fire Station by the Fire Commission were discussed. Sixty pounds were to be paid annually for two years, with an option to extend for another two-year period, that the "lessee pay all rates and taxes" and "have the right to purchase the property at any time for the sum of £1168".

After eighty years of service, the Fire Station was vacated with the opening of the New Gulgong Fire Station in Medley Street during August 2017, by the Emergency Services Minister and Fire and Rescue NSW Commissioner.

This POM has been prepared in order to achieve a balanced, responsible and ecologically sustainable use of the land and to ensure that it addresses the needs of the local neighbourhood, the broader community and the environment. It has been prepared to meet the requirements of the LGAct as amended by the *Local Government Amendment (Community Land Management) Act 1998*.



*Figure 4 - Gulgong Police Station, Barracks and Lockup (circ 1870 – 1875)*

*Note: Sourced from the Mitchell Library, the shape of the building does not precisely match the footprint of some available Crown plans. The Stables for the Police building appear to be in the background (right).*

## 2 LEGAL FRAMEWORK

### 2.1 Public Land

This land managed by Council, occurs as Crown land.



Figure 5 - Land subject to this Plan of Management  
The land included in this Plan of Management is edged in green.

Crown land is owned by the State of New South Wales for the benefit of all persons. Local Government Authorities manage Crown land on behalf of the State, as Crown Land Managers, under Division 3.4 of the CLMA. The CLMA provides that Council should manage the land under the LGAct. Under the LGAct, all public lands must be classified as either Community or Operational land. The

Reserves<sup>4</sup> D.520110, R.90877 and R.90876 are shown in Figure 5, and have been previously classified 'Community' land, and initially categorised:<sup>5</sup>

- General Community Use – D.520110 and R.90877 and
- Area of Cultural Significance – R.90876.

The purpose of the classification of Community land is to clearly delineate which land should be kept for use by the general public (Community) and which land need not be kept for that purpose (Operational). The major consequence of the classification is that it determines the ease or difficulty by which the land may be alienated by sale, lease or other means. Community land would ordinarily comprise land such as a sportsground, hall, public park etc.,<sup>6</sup> and Operational land would consist of land which facilitates carrying out of a public service, such as works depots, or land held as a temporary asset or investment.

Community land:

- cannot be sold
- cannot be leased, licensed or any other estate granted over the land for more than 30 years
- must have a POM prepared for it.

---

<sup>4</sup> D.520110 for Fire Brigade Station, Community Purposes, Government Purpose and Heritage Purposes. R.90877 for Parking. R.90876 for Preservation Historical Sites and Buildings.

<sup>5</sup> Authorised by Minister for Department of Planning and Environment – Crown lands and Council, 15 April 2020.

<sup>6</sup> See the note to Chapter 6, Part 2 of the LGAct.

## 2.2 What is a Plan of Management

The LGAct requires that in the development of a POM, Council consider the views of the community in identifying the important features of the land and determining how the land will be managed, used or developed. Until a POM for Community Land is adopted, the nature and use of the land cannot be changed. To change this, the POM must be revised.

The CLMA also requires that POMs are to be created over Crown land which is managed by a council. Council will undertake the required process as per Section 36 of the LGAct and Section 3.23 of the CLMA for this POM.

Specifically, the LGAct requires that a POM must identify:

- category of the land
- objectives and performance targets of the Plan with respect to the land
- means by which the council proposes to achieve the Plan's objectives and performance targets
- manner in which the council proposes to assess the objectives and performance targets.

It must also:

- describe the condition of the land and any buildings or other improvements on the land as at the adoption of the Plan
- describe the use of the land and any such buildings or improvements as at adoption
- specify the purposes for which the land, and any such buildings or improvements, will be allowed to be used
- specify the purposes for which any further development of the land will be permitted whether under lease or licence or otherwise
- describe the scale and intensity of any such permitted use or development.

## 2.3 Types of Plans

The LGAct allows a POM to cover one or multiple parcels of land.

Where multiple parcels of land are covered in one plan (Generic Plans), the LGAct specifically states what needs to be included. Where a POM covers one parcel of land (Specific Plans), like this plan, there is greater detail on what has to be prescribed in the Plan. A Generic Plan sets the framework of how the land is to be managed. A Specific Plan clearly outlines very precise management proposals.

POMs for community land are periodically reviewed to enable changing social, economic and ecological conditions to be taken into account and consequently amendments to the Plan may occur. This POM for the Reserve will be its first.



The location of the Reserve is shown in Figure 1 and a more detailed site map, Figure 5.

## 2.4 Categorisation and Objectives

As required by legislation for the purposes of the POM community land is categorised as one of the following:

- Natural Area
  - Bushland
  - Wetland
  - Watercourse
  - Escarpment
  - Foreshore
- Sportsground
- Park
- Area of Cultural Significance
- General Community Use

Once categorised, community land is also subject to specified objectives which are outlined in the LGAct, and in **Appendix 1**.

### 3 SITE DESCRIPTION

#### 3.1 Land Parcels

This Crown land Reserve lies within the Mid-Western Region Local Government Area, in the Parish of Guntawang, County of Phillip. The land is specifically identified as:

- Lot 5 Section 28 in DP 758482, on which the Fire Station is located, with a property address of the Fire Station on the Reserve as 104 Herbert Street Gulgong
- Lots 6 and 18 Section 28 in DP 758482 and Lot 7301 in DP 1142898 to the south containing the existing car park area, the property address being 106 Herbert Street Gulgong.

The Reserve is located a short walking distance to the south of the main commercial area of Gulgong.

Refer to Figure 5 for Lot locations.

The total area is approximately 1304m<sup>2</sup>.

#### 3.2 Ownership and Management

The Reserve is on Crown land owned by the State of New South Wales. All assets on the Reserve are also owned by the State of New South Wales.

Dedication (D.520110) for Fire Brigade Station, being over Lot 5 Section 28 in DP 758482, was notified on 4 December 1953. The additional purposes of Community Purposes, Government Purposes and Heritage Purposes were added to D.520110 on 22 February 2019. Council, as The Council of the Shire of Gulgong, was appointed trustee of D.520110 on 19 February 1954.

Reservation (R.90877) for Parking, was notified on 26 August 1977, including Lots 6 and 18 Section 28 in DP 758482. Reservation (R.90876) for Preservation of Historical Sites and Buildings, including Lot 7301 in DP 1142898 was also notified 26 August 1977. Council, as Mudgee Shire Council, was appointed trustee of R.90877 and R.90876 on 26 August 1977.

Council is now Crown land manager of D.520110, R.90877 and R.90876 for the purposes of the CLMA.

##### Native Title

Crown land in Australia is subject to native title under the *Native Title Act 1993* (Commonwealth) (NTA). On Crown land native title rights and interests must be considered unless:

- native title has been extinguished; or
- native title has been surrendered; or
- determined by a court to no longer exist.

Some examples of acts which may affect native title on Crown land or Crown reserves managed by Council include:



- the construction of new buildings and other facilities such as toilet blocks, walking tracks, tennis courts, grandstands and barbecues
- the construction of extensions to existing buildings
- the construction of new roads or tracks
- installation of infrastructure such as powerlines, sewerage pipes, etc.
- the issue of a lease or licence
- the undertaking of major earthworks.

When proposing any act that may affect native title on Crown land or Crown reserves the act must be authorised through Part 2 Division 3 of the NTA.

#### Aboriginal Land Rights

The *Aboriginal Land Rights Act 1983* (ALRA) seeks to compensate Aboriginal peoples for past dispossession, dislocation and loss of land in NSW. The lodgment of an aboriginal land claim (ALC) under section 36 of the ALRA, over Crown land creates an inchoate interest in the land for the claimant pending determination of the claim. The Department of Planning and Environment – Crown Lands (DPE-CL) advises that, if the land is subject to an undetermined ALC, any works, development or tenures authorised by this POM should not go ahead if:

- the proposed activity could prevent the land being transferred to an ALC claimant in the event that an undetermined claim is granted
- the proposed activity could impact or change the physical/environmental condition of the land, unless:
  - the council manager has obtained written consent from the claimant Aboriginal Land Council to carry out the proposed work or activity, and/or
  - the council manager has obtained a written statement from the Aboriginal Land Council confirming that the subject land is withdrawn (in whole or partial) from the land claim
- the proposed activity is a lease to be registered on title unless the council manager has obtained written consent from the claimant Aboriginal Land Council.

## 4 PLANNING INSTRUMENTS AND POLICIES

### 4.1 Land Zoning

Under the *Mid-Western Regional Local Environment Plan 2012* (LEP), the Reserve is zoned B2 – Local Centre (see figure 6).

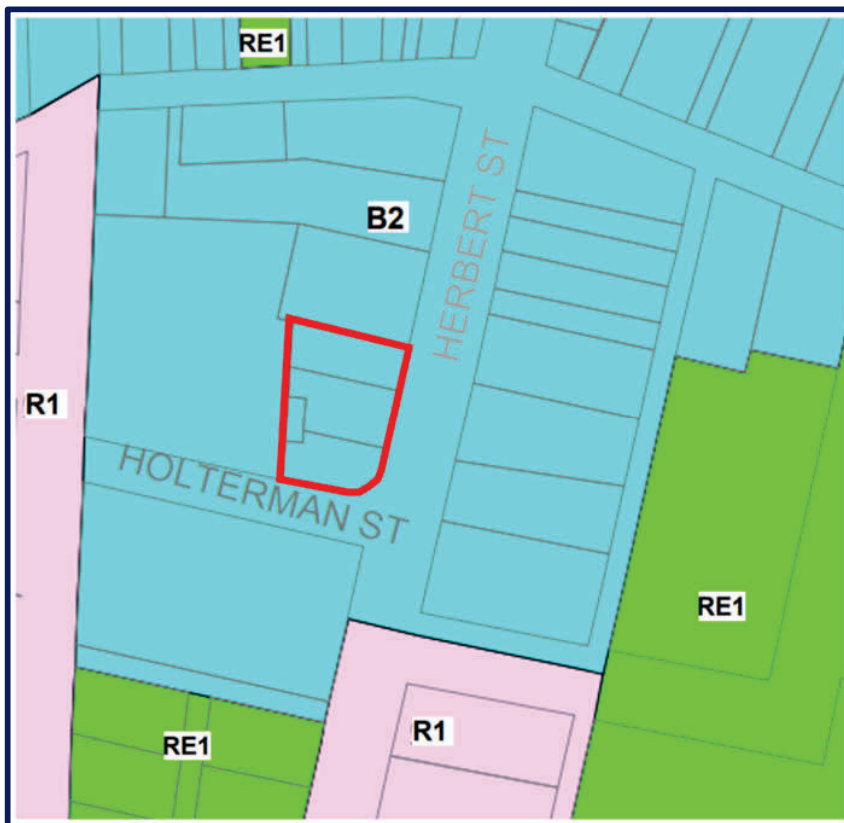


Figure 6 - Planning Zones

The Objectives for B2 land described within the LEP are:

- 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 maintain the built integrity of the area by enabling development that is sympathetic to the existing heritage buildings and features.

Activities permitted without consent for land zoned B2 are shown as:

- Home occupations
- Roads
- Water reticulation systems

Activities permitted with consent for land zoned B2 are shown as:

- Boarding houses
- Centre-based childcare 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 permitted without consent, or not prohibited.

The following activities are prohibited for land zoned B2:

- Advertising structures
- Agriculture
- Air transport facilities
- Airstrips
- Animal boarding or training establishments
- Boat building and repair facilities
- Boat launching ramps; Boat sheds
- Camping grounds
- Cemeteries
- Charter and tourism boating facilities
- Correctional centres; Crematoria
- Depots
- Eco-tourist facilities
- Electricity generating works
- Environmental facilities
- Exhibition homes
- Exhibition villages
- Extractive industries
- Farm buildings
- Forestry
- Freight transport facilities
- Heavy industrial storage establishments
- Highway service centres
- Home occupations (sex services)
- Hostels; Industrial retail outlets
- Industrial training facilities
- Industries; Jetties
- Marinas
- Mooring pens
- Mooring
- Multi dwelling housing
- Open cut mining
- Pond-based aquaculture and Recreation facilities (major)
- Recreation facilities (outdoor)
- Research stations
- Residential flat buildings
- Rural industries
- Rural workers' dwellings
- Sex services premises
- Storage premises
- Transport depots
- Truck depots
- Vehicle body repair workshops
- Vehicle repair stations
- Warehouse or distribution centres
- Waste or resource management facilities
- Water recreation structures
- Water storage facilities
- Water treatment facilities; Wholesale supplies.

## 4.2 State Environmental Planning Policies

The Reserve is subject to the State Environmental Planning Policies. Important amongst these in the development of the Reserve is the *State Environmental Planning Policy (Transport and Infrastructure) 2021* (T&I SEPP).

Section 2.73 of the T&I SEPP provides that development for any purpose may be carried out without consent on Crown managed land, by or on behalf of a Crown land manager of the land if the development is for the purposes of implementing a POM adopted for the land in accordance with the LGAct.

All other impacting State Environmental Planning Policies are listed below. Those that are considered more relevant to the future of the Reserve and this POM are underlined below and briefly described in **Appendix 2**.

- *State Environmental Planning Policy (Housing) 2021*
- *State Environmental Planning Policy (Sustainable Buildings) 2022*
- *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*
- *State Environmental Planning Policy (Transport and Infrastructure) 2021*
- *State Environmental Planning Policy (Resources & Energy) 2021*
- *State Environmental Planning Policy (Biodiversity and Conservation) 2021*
- *State Environmental Planning Policy (Resilience and Hazards) 2021*
- *State Environmental Planning Policy (Industry and Employment) 2021*
- *State Environmental Planning Policy No 65 — Design Quality of Residential Apartment Development*
- *State Environmental Planning Policy (Primary Production and Rural Development) 2021.*

## 4.3 Council Policies

In addition to State planning policies and the directions of the LEP, Council has developed a number of plans and general policies which have either direct or indirect relevance to planning, management and maintenance of community land and Council reserves and of particular relevance to the Reserve:

- ***Towards 2040*** – Endorsing Council’s vision of “A prosperous and progressive community we proudly call home”, the strategy present goals, values, aspirations and a sustainable community. It is structured around a number of themes including: Looking After our Community; Protecting our Natural Environment; and Building a Strong Local Economy
- ***Open Space and Recreational Asset Management Plan – Towards 2030 (May 2017)*** (OSRAMP)  
– By making available open space and recreational infrastructure for residents and visitors, Council projects budgets and expenditure to operate, maintain and upgrade facilities ensuring

good functionality over a ten-year period

- **Community Grants Program Policy (2022)** – Establishes criteria by which financial assistance requests from non-for-profit groups will be determined with equity
- **Events Assistance Policy (2019)** – To assist with one-off community initiatives on community lands.
- **Long Term Financial Plan 2022–32** – Provides a framework to assist future decision making that will secure economic sustainability and ensure funding is adequate to achieve outcomes the community requires. The Plan is an integral component for the achievement of Council's *Mid-Western Regional Community Plan Towards 2040*
- **Asset Management Policy (2022)** – Council is committed to a systematic asset management methodology to ensure appropriate asset management practices are applied across infrastructure managed by Council. The Policy ensures assets are planned, created, operated, maintained, renewed and disposed of in accordance with Council's priority of service delivery at the lowest life cycle cost
- **Information and Directional Signage Policy (2012)** – Provides a standard for consistent, professional and durable signage throughout the region to promote the region, enhancing visitors' ability to navigate the region using consistent directional signage to genuine tourist destinations
- **Leases and Licences of Council Owned and Managed Land and Real Property Policy (2020) (LLCPP)** - Enables Council to consider applications for the leasing and licencing of Council controlled land assets, including Crown Land whilst ensuring Council is consistent and transparent, and complying with appropriate legislative requirements when determining each application.

Given that the requirements and structure for this POM are stipulated by legislative direction, it scopes the above policies, plans and strategies for relevant ideas and initiatives. All relevant policies and plans as listed above can be found on Council's website.

#### 4.4 Biodiversity

Under the LGAct, Council has obligations for conservation issues as determined by the *Biodiversity Conservation Act 2016*, and the *Fisheries Management Act 1994*. The LEP notes that there are no significant biodiversity issues present or critical habitat notified at the Reserve. There is no biodiversity certified land or biobanking agreement associated with this land as per the *Biodiversity Conservation Act 2016*.

#### 4.5 Native Vegetation

Land zoned B2 – Local Centre is covered by the State Government’s native vegetation laws aimed at protecting the biodiversity values of trees and other vegetation in non-rural areas of NSW and is included within the *State Environmental Planning Policy (Biodiversity and Conservation) 2021*<sup>7</sup> and also considered within the *Biodiversity Conservation Act 2016*. Any clearing of native vegetation requires consideration and possible authorisation under these policies.

#### 4.6 Aboriginal Significance

A search of the NSW Government’s Office of Environment and Heritage AHIMS Web Services did not reveal that:

- aboriginal sites are recorded in or near the Reserve (1km buffer)
- aboriginal places have been declared in or near the Reserve (1 km buffer).

The Reserve does not contain any items listed in the LEP as being of known aboriginal archaeological sites, nor places of indigenous heritage significance.

Any construction undertaken by Council will need to meet the cultural heritage requirements of the *National Parks and Wildlife Act 1974*.

#### 4.7 Heritage Significance

The objectives of heritage designations in the LEP are:

- to conserve the environmental heritage of the Mid-Western Regional Council area
- to conserve the heritage significance of heritage items and heritage conservation areas, including associated fabric, settings and views
- to conserve archaeological sites
- to conserve Aboriginal objects and Aboriginal places of heritage significance.

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<sup>7</sup> Part 2.1 Section 2.3(b) of the *State Environmental Planning Policy (Biodiversity and Conservation) 2021*.





Figure 7 - Heritage Items  
Item I254 – Fire Station and the neighbouring I252 – Former Ulan County Council (Cudgong House)

The LEP indicates one specific item of heritage significance exists at the Reserve. This is the Fire Station at 104 Herbert St, Item Number I254 as recorded in the LEP, being of *local significance* (see Figure 7).

The Reserve adjoins other specific items of local heritage significance being I252 – Ulan County Council and I323 – Police Station.

Schedule 5 of the LEP indicates that whilst no part of the remainder of the Reserve is listed as a Heritage Item (Part 1), the Reserve is located within a **Heritage Conservation Area** described as of General Significance (see Figure 8) which applies to the town of Gulgong.

This requires that the consent authority must, before granting consent for a development under this clause, consider the effect of the proposed development

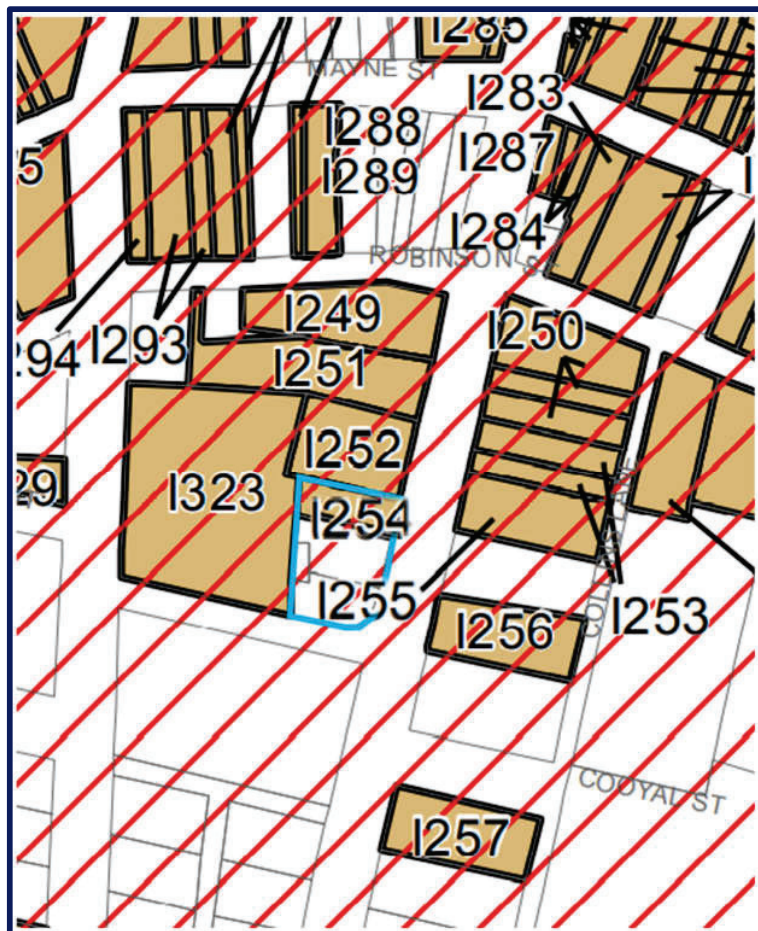


Figure 8 - Heritage Conservation Area  
Red hatching showing the Reserve is located within the designated Heritage Conservation Area and I254 – Fire Station is of local heritage significance.



on the heritage significance of the item or area concerned. This will require a heritage management document to be prepared that assesses the extent to which the carrying out of the proposed development would affect the heritage significance of the heritage item or heritage conservation area concerned.

The former Gulgong Police Stables were previously on the western boundary of the Reserve on Lot 7301 in DP 1142898. In the late 20<sup>th</sup> century, as the stables were in disrepair and largely inaccessible, they were demolished and the wood utilised on the eastern side of the site to create the current *Gulgong Town Trail* shelter (see Figure 9).



Figure 9 - Gulgong Town Trail shelter

#### 4.8 Bush Fire Planning

Land at the Reserve is not identified as bush fire prone land.<sup>8</sup>

#### 4.9 Operating Approvals

The Reserve has no tenures or operating approvals issued under the LGAct.

<sup>8</sup> [www.rfs.nsw.gov.au/.../bush-fire-prone-land/check-bfpl](http://www.rfs.nsw.gov.au/.../bush-fire-prone-land/check-bfpl)

## 5 THE CULTURAL ENVIRONMENT

An initial glance at the demography of Gulgong is helpful in appreciating the social environment which influences the future use and management of the Reserve.

The latest (2021) population census<sup>9</sup> showed the population of Gulgong to be 2,680. Of the total population, 28.1% were over 60 years old and 26.4 % were under 19 years old. 87.8% of the population were born in Australia, the United Kingdom or New Zealand and 3.2% of people spoke languages other than English, at home. The largest employment sector of residents was Coal Mining (18.2%) and 15.0% of the population performed some form of unpaid/voluntary work through an organisation or group. A relatively small proportion of indigenous peoples (8.1%) in the town may in some way be explained by the early and total disruption to aboriginal life with the influx of white settlers and pastoralists.

The population statistics of Gulgong currently reflect a buoyant and enthusiastic community flourishing on the back of a strong tourism industry, supported in recent times by one dominant industry sector, coal mining, an industry which is conducted at some distance to the north east of the Gulgong township. Of note, is the large proportion of people who are contributing to the town via an enthusiasm for volunteer work, complementing those employed in businesses which service the tourist industry. This enthusiasm is a reflection of the consciousness of residents belonging to a township of great uniqueness and historical value. It is driven by the memories of Gulgong's elderly inhabitants and the stories they've told to their children and grandchildren; in the weatherboard facades, built as fronts to the leaning bark and tent dwellings which defined the town's streets in the days of the goldrush; and in the crooked streets themselves that follow the tent lines, hastily pegged out by gold prospectors when the rush began.

This township character generates the energy which embraces it and paves its future. This energy also creates the opportunities for the appropriate future uses for this Reserve.

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<sup>9</sup> 2021 Census Quickstats Gulgong; Australian Bureau of Statistics  
[www.abs.gov.au/census/find-census-data/quickstats/2021/SAL11800](http://www.abs.gov.au/census/find-census-data/quickstats/2021/SAL11800)

## 6 CURRENT USES

At present the Fire Station (see Figure 10) is under-utilised. It is used for storage of some Council materials.



Figure 10 - Fire Station



Figure 11 - Current Use

(Clockwise from Top Left) Car Park viewed from Herbert St, pedestrian access from Herbert St, Car Park viewed from Holtermann St, western boundary of Lot 5 with access over the fence.

The rest of the Reserve is utilised for:

- parking facilities (see Figure 11) with access from Holtermann Street used by town workers, shoppers, those attending functions at the Gulgong Memorial Hall, and other visitors to the

town

- an access way through the Reserve car park located within the western boundary of Lot 5, currently provides unauthorised access to neighbouring property “Cudgegong House”
- an emergency assembly area, and a small seat for passers-by for casual resting
- the heritage shelter noted in section 4.7
- a Mudgee Region sign-board series which introduces the Mudgee area and Gulgong’s various attractions to visitors and passers-by.



## 7 RESERVE ASSESSMENT

### 7.1 Assessment of Infrastructure

Infrastructure on the Reserve includes:

- The Fire Station (see Figure 10) double brick main building<sup>10</sup> (good condition) and associated infrastructure:
  - Internal room layout – main garage/entrance (fair to good condition); functional kitchen (fair to good condition); common room (fair to good condition); office and amenities (fair to good condition); single toilet amenity (poor condition) (see Figures 12,13)
  - Building installations – gas connectors; air conditioner; communications tower etc, (fair condition) (see Figure 16)
  - Boundary and internal fencing - front and side picket (fair condition), side ring lock (fair condition), rear steel (fair condition), rear and side paling (poor condition) (see Figures 10, 11, 17 and 18)
  - Small structures - garden shed (poor condition); fire-hose conditioning pit<sup>11</sup> (good condition) (see Figures 14, 17, 18)
  - Underneath/subfloor storage (good condition) (see Figure 14).
- Sealed car park area, pathway with steps from Herbert Street access, seating (fair to good condition) (Figure 5, 11)
- 3 metre sealed driveway/access linking Reserve car park and Cudgegong House. (good condition)
- Signage structures and signboards – heritage styled (fair condition)
- Mature trees (three) (see Figure 19)
- Street verge (Herbert Street) garden and landscaping.

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<sup>10</sup> Heritage significance.

<sup>11</sup> Heritage significance.



Figure 12 - Fire Station Internal  
Garage (left) and kitchen.



Figure 13 – Fire Station Internal  
Toilet (left), common room (centre), and office.



Figure 14 - Fire Station Rear

(L-R) Rear entrance, rear view with garden shed, access to subfloor storage area.



Figure 15 - Fire Station Side Boundaries

(L-R) Beyond northern boundary adjoining property (adjoining property), view across back to adjoining property, northern wall facing west and northern wall facing east.





Figure 16 - Fire Station Installations



Figure 17 - Fire Station External Assets  
(Clockwise top LHS) boundary picket fencing and gate, fencing and path, garden shed and rear of Fire Station.



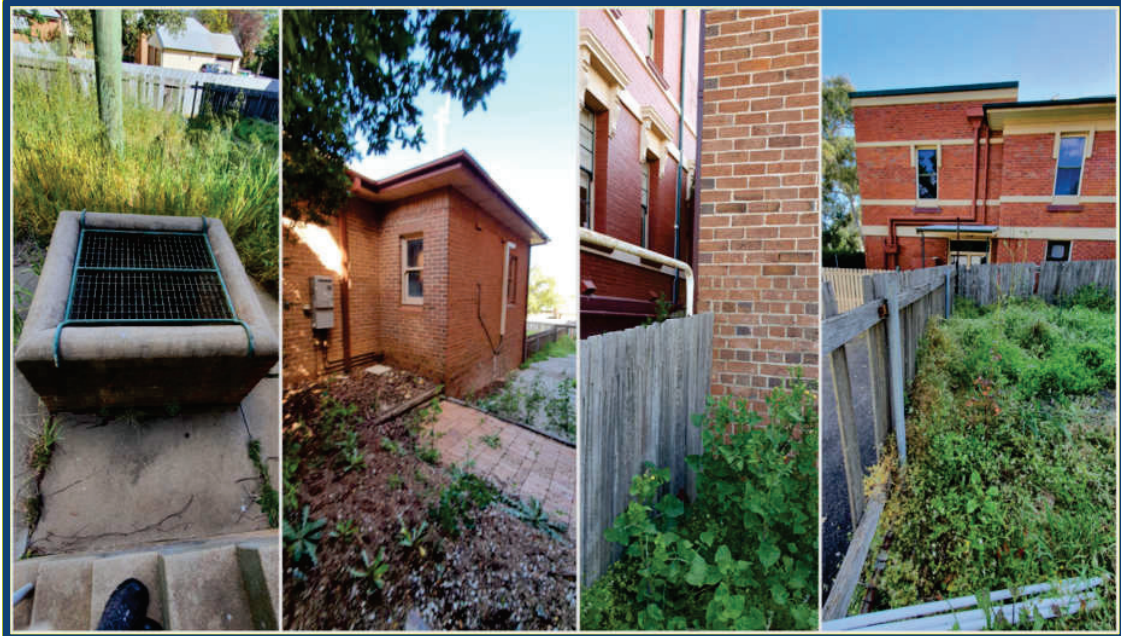


Figure 18 - Fire Station External Assets

(L-R) Fire hose conditioning pit; NE aspect, main building; paling fence on boundary, NW corner building; back paling fence on boundary, viewing adjoining property to the north.



Figure 19 - Fire Station External Assets

Fire Station picket fence on Herbert Street boundary, and boundary of adjoining car park to the south showing ringlock fencing. (Note mature Eucalypt tree near car park)

## 7.2 Assessment of Management Needs

As the main asset, the Fire Station building is generally sound, well drained and appears well maintained and there is little major work required other than that associated with modifications (internal) as a requirement of any future nominated usage (see Plan). The garden shed is considered non serviceable and may be removed or repaired as per requirements. The construction referred to as the fire hose conditioning pit (brick) may have historical significance and should be managed accordingly. Otherwise, its removal may be in the interests of human safety and provide greater

flexibility for emerging and new uses of the Reserve. Any improvements to the Fire Station building by way of additional floor space which may be permitted by this POM is suggested as an adjoining rear (western) extension, rather than from the southern wall. This may effectively use existing surplus yard, as well as minimise required heritage standards (and therefore, costs) because of minimal disruption to the Herbert Street vista. Ready access especially to new additions to the building may also be facilitated in the creation of easy and more direct access from the adjoining car park, by reconfiguring boundary fencing and pathway.

Routine management of the grounds at the Reserve requires mowing, slashing, gardening, weeding, fence repairs and maintenance (especially to the paling boundary and internal fence component). Maintenance of all built infrastructure including Fire Station, car park / driveway surfaces, gardens / landscaping, seating and signage as required, will occur in accordance with Council's maintenance schedule. Particular attention is drawn to some mature trees which are within the boundaries of the car parking area and the maintenance requirements to avoid damage and human injury.

### 7.3 Community Consultation and Future Use Options

Prior to the development of this POM, the community was requested to cast opinion on future needs and uses of the Fire Station. This process occurred via survey and interest group consultation.

#### Survey

Council commissioned a survey which was open to the community for on-line opinion conducted between 31 October 2018 – 09 August 2020.

A Survey Response Report was produced by *Bang the Table Engagement*.

The first question posed to respondents in this survey called for expressions regarding the community or economic assets which are currently noted as absent from the Gulgong Area. The survey proposed a series of response options to this question including:

- Community building for hire
- Gallery or Exhibition purposes
- Museum
- Tourism Experience
- Office Space Retail Accommodation
- Food services such as café or restaurant
- Other (please specify).

The top five responses (see Figure 20) were:

- Gallery and Exhibition (72 respondents)
- Community Building for Hire (45)
- Tourism Experience (37)
- Office Space (35)
- Café or Restaurant (31)
- Other (79).

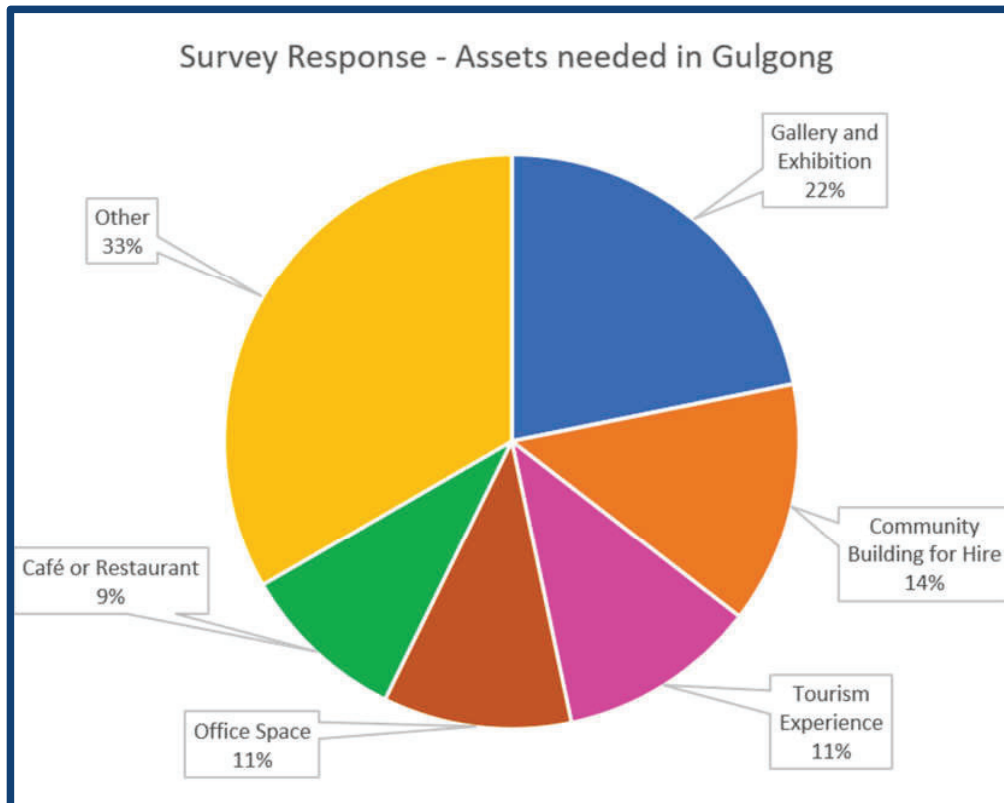


Figure 20 - Survey - Assets Needed in Gulgong

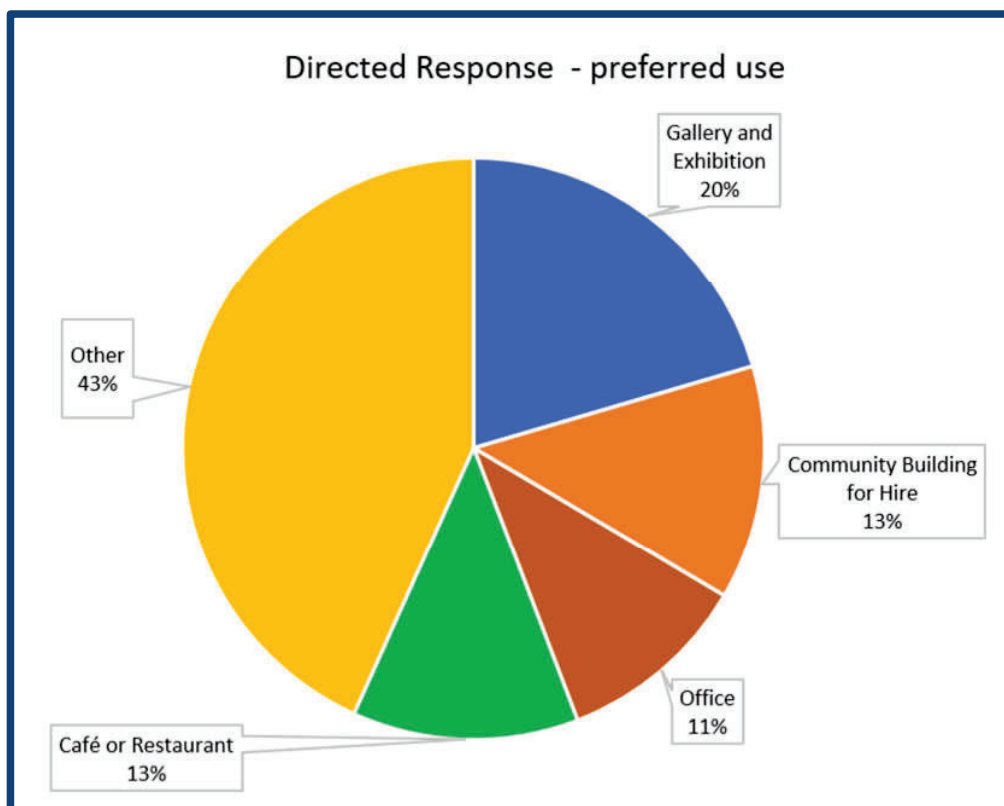


Figure 21 - Preferred Use for Fire Station - Directed Response

A further question requested respondents to nominate “the purpose that the Fire Station may best be used for into the future” (Directed response). It noted that that highest response was 20% for a Gallery / Exhibition space (see Figure 21). Specific insight is provided with a 43% return by the “Other” response option.

Finally, when asked for further feedback in regards the utilisation of the Fire Station (non-directed response), responses were received from 106 respondents<sup>12</sup> with the largest preferred use category for a Youth Centre (see Figure 22).

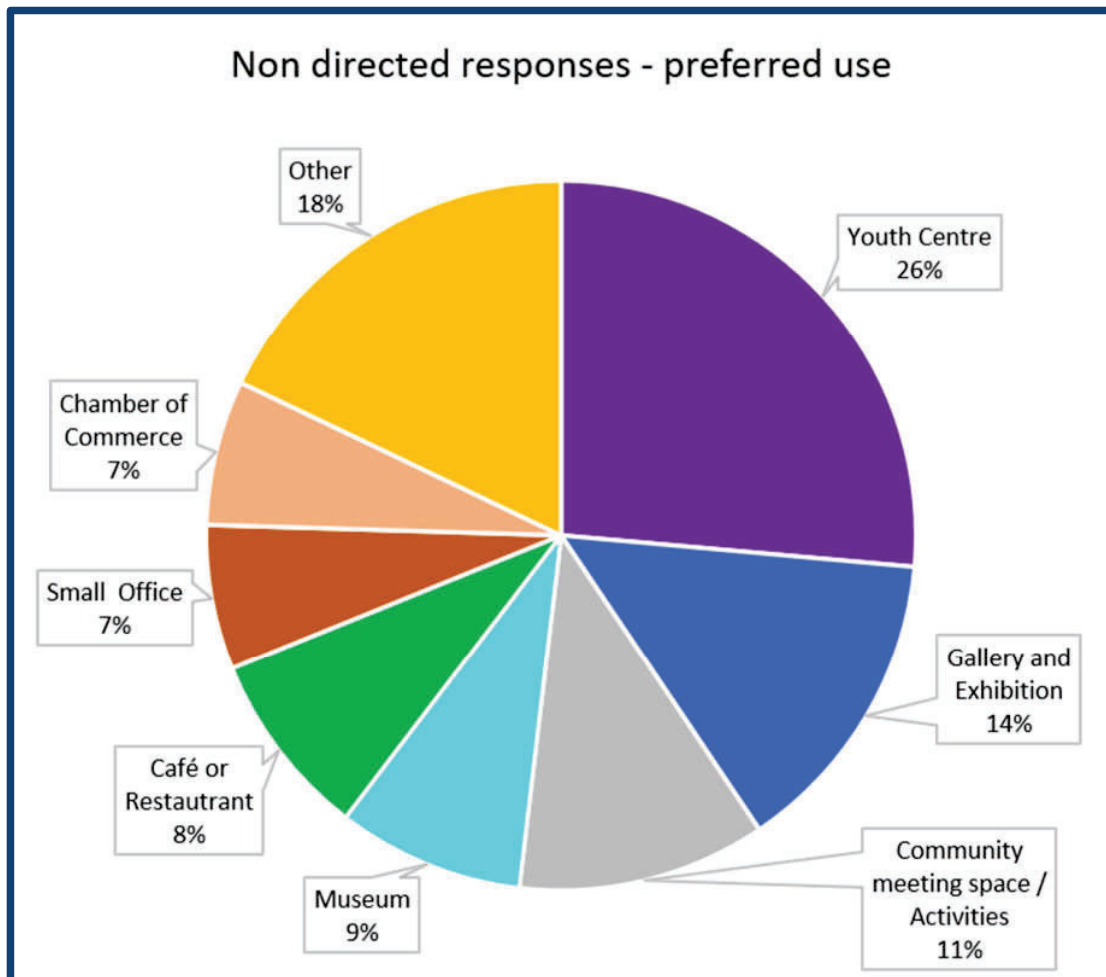


Figure 22 - Further Information Preferred Use - Non-directed Response

Figure 23 provides the word cloud prepared following the survey.

<sup>12</sup> Note some respondents included more than 1 proposed use.





Figure 23 - Community Survey Word Cloud

#### Workshop consultation

In response to a media release further consultation was conducted with registered participants representing an array of Gulgong based interest groups on the evening of 28 September 2020. With the backdrop of the earlier wider survey, participants were asked to consider the space and infrastructure at the Reserve, and to list and prioritise potential future uses of the Fire Station for the community of Gulgong.

Support was shown for the following:

- Chamber of Commerce Office for the Gulgong business community
- Chamber of Commerce Office, including an additional proposal that the building be enlarged on its southern wall
- Community Centre run by Council, for simple office space which was noted as being a rarity in Gulgong
- A Meeting Centre for interest groups within the community



- Community Art Programs in collaboration with exhibition areas located at Red Hill tourist information centre and associated venues
- Venue to assist community communication in publishing of magazines, papers (Gulgong Gossip, Mid-Western Mail).

Based on consultation undertaken, the preferred uses for the Fire Station are:

- Youth Centre
- Gallery and Exhibition Space
- Community Space for hire / meetings.

## PART B – THE PLAN

### 8 A VISION FOR THE LAND

In proposing a Vision for the future of the Reserve, this POM considers the clear statements from relevant Council policy and strategy which have relevance to its future development and management. For instance, in the Regional Economic Development Strategy 2018-2022 and Regional Economic Development Strategy – 2023 Update, Council presents its Vision for the region as:

***"a prosperous and diversified economy delivering lifestyle benefits to the community through employment, income, and sustainable economic growth."***<sup>13</sup>

In its Regional Community Plan (RCP)<sup>14</sup> Council endorses regional goals for the next 20 years, some of which are more directly relevant to the role and services which may potentially be provided by the Reserve to the Gulgong community. These include:

- a sustainable and resilient place.
- people, housing and communities.
- prosperity, productivity and innovation.
- location specific responses.

These statements and strategies reflect Council's broad strategic intent to create and maintain a sense of community fulfilment and enrichment through lifestyle, employment opportunity, commercial opportunities, and the values of heritage. They therefore demonstrate a strong support for the role of the Reserve as one important asset in the provision of these values within the Gulgong community.

The above references from Council's directional statements, ongoing consultation with Council and the assessment of responses from community views reflect a measured multi-purpose best use of the Fire Station and its surrounds. The following vision statement for the Reserve is therefore proposed:

***"A Meeting Space Expressing Local Youth and Art"***

<sup>13</sup> Regional Economic Development Strategy 2018-2022 and Regional Economic Development Strategy – 2023 Update  
Mid-Western Regional Council.

<sup>14</sup> Towards 2040 – Mid Western Region Community Plan. .

## 9 OBJECTIVES, CLASSIFICATION, CATEGORY and RESERVATION PURPOSE

The Reserve is classified as Community Land under the LGAct as amended by the *Local Government Amendment (Community Land Management) Act 1998*.

Under Section 36(4), all Community Land must be categorised as one of the following categories:

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

The Core Objectives for all community land categories vary according to the categorisation of the land. All objectives are defined in Sections 36E to 36N of the LGAct and also appear in Appendix 1, of this POM.

In accordance with the guidelines set out in the *Local Government (General) Regulation 2021* and Practice Note 1: Public Land Management (Department of Local Government Amended 2000) and the derived management directions and planning principles presented above; land at the Reserve is categorised by this POM, as **General Community Use**.

This plan is over Crown land and proposes over Lot 7301 DP 1142898, being R.90876 for Preservation of Historical Sites and Buildings a change from the initial categorisation of Area of Cultural Significance to General Community Use.<sup>15</sup>

### 9.1 General Community Use

Relevant Core Objectives for management of community land categorised as **General Community Use** are 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:

- (a) in relation to public recreation and the physical, cultural, social and intellectual welfare or development of individual members of the public, and
- (b) 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).

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<sup>15</sup> This change in categorisation is required noting that any items of cultural significance on this land have, for many years, been removed.

### Management Directions

Directions for the use of the Reserve into the future are cast by the required responses to legislation (eg., CLMA); the original reservation purposes; the needs and responsibilities of Council and community expectation from conducted consultations (see Figure 24 describing flow of influences).

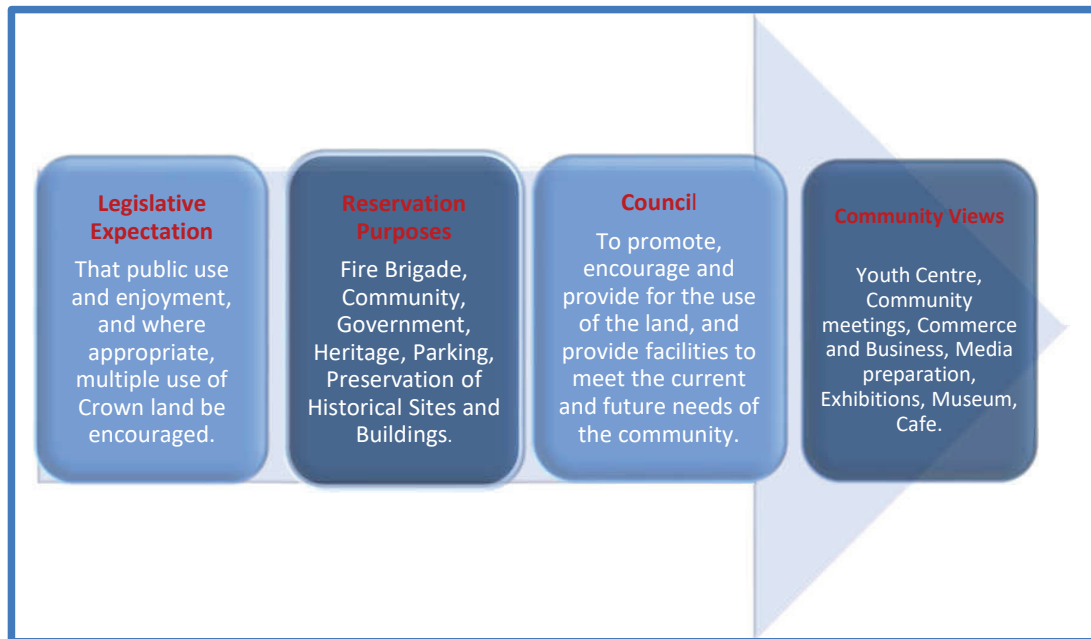


Figure 24 - Influences on the Future Use of the Fire Station

Creation of a centre for restricted multiple purposes which is practical and cost effective, would reflect the vision statement, the directions and requirements of legislation for the use of community land appropriately categorised, as well as prominent community needs as expressed through consultation processes.

## 10 DEVELOPMENT AND MANAGEMENT OF THE RESERVE

### 10.1 Development at the Reserve

Under this POM, Council reserves the right to control the use of all land categorised at the Reserve as Community Land. Tenures will also be issued to enable the removal/construction/implementation of required works consistent with future needs and requirements.

Council will also:

- create opportunities for community consultation and participation in the planning and development as required
- ensure all formal use of the Reserve is authorised through appropriate documentation
- consider how use of the site can provide funding for the maintenance of the facilities to reduce costs to Council and employ human services as required
- facilitate a system whereby enquiries and complaints<sup>16</sup> from the public can be efficiently and promptly dealt with
- issue leases and licences for appropriate activities conducted on the Reserve, as described in Section 10.3
- grant easements as required for utilities and access, as described in Section 10.8.

#### Management Structure

Council manages the Reserve directly.

### 10.2 Permitted Uses and Activities at the Reserve

Controlled access by the public will be permitted and encouraged at the Reserve.

#### Permissible Uses

Table 1 lists the permissible uses on the land subject to this POM with their scale and intensity.

*Table 1 – Permissible Uses*

Use	Scale	Intensity
Access roads	Limited to the physical constraints of the facility and/or to the requirements of the activity	24 hours a day, 7 days a week
Amenities	Limited to the physical constraints of the facility and/or to the requirements of the activity	24 hours a day, 7 days a week
Alternate energy technology	Limited to the physical constraints of the facility	24 hours a day, 7 days a week

<sup>16</sup> Complaints in relation to the Reserve will be addressed consistent with Council's *Complaints Management Policy*.

Use	Scale	Intensity
Art and cultural classes and events	Limited to the physical constraints of the facility and/or to the requirements of the activity	24 hours a day, 7 days a week Subject to any Hire Agreement, Tenure and/or Development Application conditions for a specific event
Business Operations	Limited to the physical constraints of the facility	24 hours a day, 7 days a week subject to Tenure or Hire Agreement
Cafe	Limited to the physical constraints of the facility Agreement via tenure or hire agreement	Operating hours of the establishment subject to Council approval and subject to Tenure or Hire Agreement
Car parking	Limited to the physical constraints of the facility and/or to the requirements of the activity	24 hours a day, 7 days a week
Playing of games	Limited to the physical constraints of the facility	8.00am – 10.00 pm, 7 days a week subject to Tenure or Hire Agreement
Children's programs and events	Limited to the physical constraints of the facility and/or to the requirements of the activity	8.00am – 10.00 pm, 7 days a week subject to Tenure or Hire Agreement
Community events (markets, fundraising / charity events, special events)	Limited to the hours the facility is booked Agreement via tenure or hire agreement	7 days a week, 8.00am – 10.00pm subject to Tenure or Hire Agreement
Community Services	Limited to the physical constraints of the facility Agreement via tenure or hire agreement	24 hours a day, 7 days a week subject to Tenure or Hire Agreement
Drainage	Limited to the physical constraints of the facility	24 hours a day, 7 days a week
Education Services	Limited to the physical constraints of the facility Agreement via tenure or hire agreement	24 hours a day, 7 days a week subject to Tenure or Hire Agreement
Emergency use	Limited to the physical constraints of the facility and/or to the requirements of the activity	24 hours a day, 7 days a week
Filming and photography (commercial, amateur)	Limited to the physical constraints of the facility and/or to the requirements of the activity	24 hours a day, 7 days a week subject to Tenure or Hire Agreement
Landscaping	Limited to the physical constraints of the facility	24 hours a day, 7 days a week
Maintenance buildings	Limited to the physical constraints of the facility	24 hours a day, 7 days a week
Paths	Limited to the physical constraints of the facility	24 hours a day, 7 days a week
Personal training	Limited to the physical constraints of the facility	Operating hours subject to Tenure or Hire Agreement
Playing of a musical instrument, or singing, for fee or reward	Limited to the physical constraints of the facility	Operating hours subject to Tenure or Hire Agreement
Private events (i.e., weddings, birthdays)	Limited to the physical constraints of the facility and/or to the requirements of the activity	Operating hours subject to Tenure or Hire Agreement
Public performance or education	Limited to the physical constraints of the facility and/or to the requirements of the activity	Operating hours subject to Tenure or Hire Agreement



Use	Scale	Intensity
Public utility infrastructure	Limited to the physical constraints of the facility	24 hours a day, 7 days a week
Remediation works	Subject to noise, workplace health and safety and relevant legislation	24 hours a day, 7 days a week
Sponsorship signage (temporary) and Reserve signage	As per section 10.12 of this POM	24 hours a day, 7 days a week
Storage facilities	Limited to the physical constraints of the facility	24 hours a day, 7 days a week subject to Tenure or Hire Agreement
Temporary structures (i.e., marquees, tents, stages)	Limited to the physical constraints of the facility	Temporary structures (no pegs, weighted only) subject to Tenure or Hire Agreement
Youth programs and events	Limited to the physical constraints of the facility and/or to the requirements of the activity	8.00am – 10.00 pm, 7 days a week subject to Tenure or Hire Agreement

It is an express provision of this POM that Council shall provide from time to time as circumstances may require the construction and maintenance of utility services, provision and maintenance of floodways, vehicular access ways and the granting of easements.

### 10.3 Leases, Licences and other Estates

For this section, please see the Explanation of Terms<sup>17</sup> set out below.

The LGAct provides that tenures (leases, licences, or any other estates) or easements may be granted over all or part of community land under Sections 46 and 47.

Tenures may be held by:

- community organisations, or
- by private/commercial organisations, or
- government agencies, or
- individuals providing facilities and/or services for public use.

#### <sup>17</sup> Explanation of Terms

**Tenure** – A lease, licence or other estate issued by Council in accordance with Section 46 of the LGAct or Section 2.20 of the CLMA.

**Holder** – The company, organisation, individual or group of individuals who have been issued with a Tenure.

**Hire Agreement** – An estate issued by the Holder to the Hirer consistent with their Tenure.

**Hirer** – The company, organisation, individual or group of individuals who have been issued with a Hire Agreement.

**Regular Hirer** – A hirer who regularly uses the Reserve through a Hire Agreement or has an ongoing Hire Agreement.

**Singular hirer** – A Hirer who has a Hire Agreement as a once off or irregularly.

**Casual user** – A person or group of people using the Reserve for passive recreation, non-commercial purposes without a Tenure or Hire Agreement.

**User** – The collective term for a holder, hirer and casual user.

The maximum period for leases and licences on community land allowable under the LGAct is 30 years (with the consent of the Minister for Local Government for a period over 21 years) for purposes consistent with the categorisation and core objectives of the particular area of community land.

Community land may only be leased or licensed for periods of more than 5 years if public notice is given according to the requirements of Sections 47 (for terms greater than 5 years) and 47A (for terms less than 5 years) of the LGAct.

#### Leases

A lease will generally be required where exclusive use or control of all or part of community land is desirable for effective management. A lease may also be required when the scale of investment in facilities, necessity for security measures, or where the relationship between a holder and facilities on community land justifies such security of tenure.

Leases issued by Council will require:

- that subleases or any other supplementary tenures can only be issued by the Holders with the approval of Council and consistent with Section 47C of the LGAct
- maintenance of the facility will generally be the responsibility of the lessees however this will be defined in the lease agreement.

#### Licences

Licences allow multiple and non-exclusive use of an area. A licence may be required where intermittent or short-term use or control of all or part of the community land is proposed. A number of licences for different holders can apply to the same area at the same time, provided there is no conflict of interest.

#### Hire Agreements

An agreement for use of the land subject to this POM may be issued by Council for any purpose listed below, subject to the approval of Council. A hire agreement may be issued to a regular hirer or a singular hirer for formal use. Any legal requirements as determined by Council will include the requirement for adequate public liability insurance cover.

#### Purposes for which Tenures may be issued

In accordance with Section 46A of the LGAct, a POM for community land is to specify and authorise any purpose for which a lease, licence or other estate may be granted over community land during the life of a POM.

This POM authorises a Tenure to be issued:

- for any permissible use in Table 1

- for purposes consistent with the Reserve's:
  - categorisation (see Section 9.1), and
  - zoning (see Section 4.1) under Section 46 of the LGAct, and
  - reserve purpose as required under the CLMA.

However, the CLMA allows that Council may also issue short term licences (for a period of less than one year) consistent with Section 2.20 of the CLMA. This section provides that licences may be issued, inconsistent with the reservation purpose, for prescribed purposes currently as shown in Appendix 3.<sup>18</sup>

The LGAct provides that Council may grant a lease, licence or other estate in respect of Community Land, consistent with the Reserve purpose, for:

- a purpose prescribed by Section 36I of the LGAct as a core objective of the categorisation of the land; or
- for the provision of goods, services and facilities, and the carrying out of activities, appropriate to the current and future needs within the local community and of the wider public.<sup>19</sup>

A tenure or hire agreement on Crown land may impact native title rights and interests. Any use agreement issued on Crown land must be issued in accordance with the future act provisions of the NTA and in accordance with Part 8 of the CLMA unless native title is extinguished. For Crown land which is not *excluded land* this will require written advice from one of Council's native title managers that it complies with any applicable provisions of the native title legislation.

Council at any time in the future, reserves the right to prohibit the taking or consumption of alcohol on this Reserve. This will be indicated by conspicuously displayed signs in accordance with Section 632 and Section 670 of the LGAct (as amended).

#### Direction of Funds

Income produced from the Reserve will be distributed to manage community land in a fashion directed by Council.

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<sup>18</sup> *Crown Land Management Regulation 2018 Section 31.*

<sup>19</sup> See Section 46(4)(a) of the LGAct

## 10.4 Other Approvals

An approval to occupy land or facilities for a specific purpose does not remove the need to obtain approval under other legislation. These approvals may include:

- a liquor licence
- to engage in a trade or business
- to direct or procure a theatrical, musical or other entertainment for the public
- to construct a temporary enclosure for the purpose of entertainment
- to play a musical instrument or sing for fee or reward
- to set up, operate or use a loudspeaker or sound amplifying device
- to deliver a public address or hold a religious service or public meeting with the use of a loudspeaker
- to install or operate amusement devices
- to use a standing vehicle or any article for the purpose of selling any article in a public place.

## 10.5 Allocation

The Reserve will continue to be used by a variety of user groups and individuals for purposes previously noted. Council will endeavor to generate greater utilisation of the Reserve for community purpose and other activities consistent with the Reserve's purpose.

## 10.6 Fees

Council applies fees for the use of Council reserves.

The fees associated with the hiring of Council reserves for major events, concerts, functions etc., are detailed in Council's *Operational Plan – Fees and Charges* on Council's website. Council's fee structure is reviewed on an annual basis.

Where the Reserve is to be hired for a purpose not within Council's *Operational Plan – Fees and Charges*, the fee will be set by Council.

## 10.7 Communication in the Management of the Reserve

Communication between Council, Holders, Hirers and Casual users is important to the success of this POM. Council will establish and maintain clear lines of communication with Tenure holders and across all Reserve users, especially relating to the operations of and responsibilities within (proposed) tenure operations.

This will include:

- regular meetings between Council, Tenure holders and Regular hirers, and
- the establishment of a clear understanding that the site will be occupied on the basis of formal agreement.

## 10.8 Easements

Council reserves the right to grant easements as required for utilities and access, bearing in mind the impact of such easements on the site.

The granting of easements over Crown land will be subject to the provisions of the NTA and Section 8.7 of the CLMA.

## 10.9 Development of the Reserve

Under this POM, Council reserves the right to control the use of all land classified at the Reserve as Community Land and categorised as General Community Use.

Council approval is required prior to any development or improvement made to community land.<sup>20</sup>

All major developments and improvements to be funded (solely or partially) by Council will be subject to Council approval.<sup>21</sup>

To facilitate the establishment of the new and restored infrastructure, Council may issue tenders to design and restore the Reserve's infrastructure to required heritage standards.

Tenures may be issued to enable the construction/implementation of new facilities.

### Native Title

Where it is proposed to construct or establish a public work<sup>22</sup> on reserved or dedicated Crown land,

<sup>20</sup> Section 2.73 of the *State Environmental Planning Policy (Transport and Infrastructure) 2021* provides that development for any purpose may be carried out without consent on Crown managed land, by or on behalf of a Crown land manager of the land if the development is for the purposes of implementing a plan of management adopted for the land in accordance with the LGAct (see Appendix 2).

<sup>21</sup> The term approval refers to approval as Crown land manager of the land rather than consent under the *Environmental Planning and Assessment Act 1979*.

<sup>22</sup> A public work is defined as:

(a) any of the following that is constructed or established by or on behalf of the Crown, or a local government body or other statutory authority of the Crown, in any of its capacities:

(i) a building, or other structure (including a memorial), that is a fixture; or  
(ii) a road, railway or bridge; or  
(iia) where the expression is used in or for the purposes of Division 2 or 2A of Part 2--a stock-route; or  
(iii) a well, or bore, for obtaining water; or  
(iv) any major earthworks; or

(b) a building that is constructed with the authority of the Crown, other than on a lease.

Major earthworks are defined as:

earthworks (other than in the course of mining) whose construction causes major disturbance to the land, or to the bed or subsoil under waters.

where native title is not extinguished, prior to approval Council will notify and give an opportunity for comment from any representative Aboriginal/Torres Strait Islander bodies, registered native title bodies corporate and registered native title claimants in relation to the land or waters covered by the reservation or lease as required under the NTA.

Where a proposed update of a Master Plan, Capital Works Program, Facilities Asset Management Plan or any other plan is the approving documentation for a public work on Crown land, that approval will not be given unless the requirements of the NTA have been addressed including the notification and opportunity to comment noted above.



Figure 25 - Preferred Use



## 10.10 Development of New and Improvement of Existing Facilities

Consistent with the preferred use for the Reserve expressed through community consultation, this POM authorises the following new facilities and improvements to existing facilities:

- upgrades to internal layout of the Fire Station building to suitable standards to meet the needs of identified new and emerging priority uses
- possible creation of an extension of the existing building or new detached building (as required<sup>23</sup>) community infrastructure as noted in Figure 25
- remove internal fencing unless of a heritage nature
- remove existing access to rear of Cudgegong House
- in association with the as-required extension to the Fire Station, reconfigure pathway to permit easy access to main infrastructure from car park, considering one option for disabled access
- landscaping to enhance the rest area.

## 10.11 Maintenance of Facilities

In accordance with the maintenance schedule of its asset management plans, building management plans and grounds management plans; and to measured targets within available resources, Council will ensure the facilities on the Reserve are maintained to an appropriate standard.

Council will:

- conduct essential repairs and maintenance to all facilities including the Fire Station and maintenance of the car park area
- remove unserviceable structures (eg. shed), complete boundary and subdivision fence repairs, general maintenance of all open space items of infrastructure, signage, and garden/yard improvements and management
- monitor the condition of structures on the Reserve and ensure effective maintenance procedures are in place through tenure conditions
- prepare a safety audit of the site and repair or replace any areas that may impact on public safety
- ensure the efficient and conservative use of water, pesticides, herbicides and fertilisers across the Reserve, where required
- ensure regular collection of rubbish and elevate compliance activities against illegal dumping of rubbish

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<sup>23</sup> Note LEP Schedule 5 requirements for **Heritage Conservation Area** described as of General Significance, and consent requirements for alteration to structure of heritage significance to No. 1254 (LEP).

- Continue monitoring for issues of compliance and general site amenity.

## 10.12 Signage

Council uses signs to regulate the activities carried out on community land and to provide educational information so as to provide a safe and enjoyable place for passive and active recreational pursuits.

Whilst signs are a crucial source of information, they have a significant impact on the aesthetics of reserves such as the Fire Station. All signs must:

- meet a design standard and be approved by Council
- be sympathetic to their environment in their design, construction and location
- be placed in accordance with *State Environmental Planning Policy (Industry and Employment) 2021* or *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.
- be consistent with the *Mid-Western Regional Development Control Plan 2013*
- be consistent with Council's wayfinding and signage strategy.

Note that for issues of safety signage, Council uses the *Statewide Mutual Best Practice Manual – Signs as Remote Supervision*.

Where a sign requires development consent,<sup>24</sup> Council must approve, as owner, the lodging of a Development Application prior to assessment by Council in accordance with Schedule 5 Assessment Criteria of *State Environmental Planning Policy (Industry and Employment) 2021*.

Where a sign does not require development consent, Council must approve the sign before erection.

All Council signs erected under Section 632 of the LGAct, plus reserve name signs and traffic and safety signs, are permissible.

### Proposed Signage

Council will ensure the following signage is on the Reserve:

- directional signage for the purposes of guiding the community to required infrastructure and services
- signage for safety purposes including speed limitations and evacuation procedures.

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<sup>24</sup> Development consent is not required if the sign is to be erected for the purposes of implementing this POM.

## 11 FINANCIAL SUSTAINABILITY

Income may be sourced from the following:

- **Council's General Revenue Fund (in accordance with annual operational budgets):** Where the Reserve is being used for informal casual use, Council will contribute to the maintenance and development of Infrastructure
- **Section 7.11 Contributions (*Environmental Planning and Assessment Act 1979*) specifically collected for community land:** This component occurs as rate payer's contributions for the general use of community land for community well-being
- **User pays for minor infrastructure works associated with nominated facilities:** This occurs through fund raising by the relevant body including entry fees and sales
- **Community contributions by way of sponsorships and community group projects (eg., Landcare, and service clubs such as Rotary, Lions Club):** This occurs through grants either sourced externally, and/or contributed locally by the group (eg., for the purposes of environmental works, social and intellectual well-being etc. and other improvements)
- **Grant and loan funding from either Commonwealth or State Governments:** The implementation of the management structure will allow primary users to apply for funds from a number of Government bodies with the concurrence of Council. Council may also apply for these funds. Funding opportunities exist from government programs including the Crown Reserves Improvement Fund managed by the DPE-CL
- **Income from commercial operations:** Where tenures are involved (eg. the major user groups), ticket and product sales etc, income will arise as per details in the revenue-split in the corresponding agreement.

In order to address the outstanding and future maintenance requirements at the Reserve, and permit any required new developments as proposed in this POM, it is important that all income which is generated from the Reserve be returned to the Reserve, and that this should be clearly demonstrated in Council's financial statements. Ensuring appropriate rental and fees for formal use of the site will assist in the maintenance of specialised infrastructure.

## 12 IMPLEMENTATION PLAN

Table 2 sets out a number of actions required to implement the identified Management Strategies and Performance Targets within the Reserve. These actions are the means of achieving the objectives of this POM.

A clear indication of how the completion of the aims will be assessed is also provided in the table under Performance Evaluation.

Table 2- Implementation Table

Management Objectives	Management Strategies	Actions		Performance Evaluation (how they will be assessed)
<p>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:</p> <ul style="list-style-type: none"><li>in relation to public recreation and the physical, cultural and intellectual welfare or development of individual members of the public, and</li></ul>	A. Complete essential works in accordance with all required approvals, available resources and as prioritised by Council.	(A) Council	(B) Tenure holder/user <ul style="list-style-type: none"><li>Engage a heritage specialist to advise on the heritage requirements for the upgrade and extension of the Fire Station and the Heritage Sign (A).</li><li>Upgrades to internal layout of the Fire Station building to suitable standards to meet the needs of identified new and emerging priority uses (A) &amp;/or (B).</li><li>Creation of an extension of the existing building or new detached building (as required) for community infrastructure (A) &amp;/or (B).</li><li>Remove internal fencing unless of a heritage nature (A) &amp;/or (B).</li><li>Remove existing access to rear of Cudgegong House (A).</li><li>In association with the as-required extension to the Fire Station, reconfigure pathway to permit easy access to main infrastructure from car park, considering one option for disabled access (A).</li><li>Landscaping to enhance the rest area (A).</li></ul>	<ul style="list-style-type: none"><li>All new works are completed in accordance with heritage requirements, works plans, to budget.</li><li>Increase in usage and visitations to the Fire Station and car park.</li><li>Increased cash flow/profit attributed to more community utilisation of the Reserve.</li><li>Feedback from visitors and business sector that facilities at the Reserve are satisfactory.</li></ul>
	B. Continue to manage and maintain existing assets with approvals as required to appropriate standards.	<ul style="list-style-type: none"><li>Conduct essential repairs and maintenance to all facilities in accordance with heritage requirements, the maintenance schedule of Council's <i>Asset Management Policy (2022)</i> and building management plans (A) &amp;/or (B).</li><li>Conduct essential repairs and maintenance to all facilities including the Fire Station, maintenance of the car park area (A) &amp;/or (B).</li><li>Removal of unserviceable structures (eg. shed), complete boundary and subdivision fence repairs, general maintenance of all open space items of infrastructure, signage, and garden/yard improvements and management (A) &amp;/or (B).</li><li>Monitor the condition of structures on the Reserve and ensure effective</li></ul>		<ul style="list-style-type: none"><li>Built assets are managed in accordance with prescribed Council standards, heritage requirements and community expectations.</li><li>Natural assets are managed appropriately.</li><li>Reserve orderly, neat and well maintained.</li><li>Efficient and timely issuing of</li></ul>

Management Objectives	Management Strategies	Actions	Performance Evaluation (how they will be assessed)
		<p>(A) Council (B) Tenure holder/user</p> <ul style="list-style-type: none"> <li>• maintenance procedures are in place through tenure conditions (A).</li> <li>• Prepare a safety audit of the site and repair or replace any areas that may impact on public safety (A) &amp;/or (B)</li> <li>• Ensure the efficient and conservative use of water, pesticides, herbicides and fertilisers across the Reserve, where required (A) &amp;/or (B).</li> <li>• Ensure regular collection of rubbish and elevate compliance activities against illegal dumping of rubbish (A) &amp;/or (B).</li> <li>• Continue monitoring for issues of compliance and general site amenity.</li> <li>• Maintain sealed car park area, access driveway, formed pathways and fences. (A)</li> <li>• Maintain/trim mature trees in car park area and avoid hazardous incidents (A).</li> </ul>	<p>consents as required.</p>
	C. Manage the land for improved and appropriate outcomes.	<ul style="list-style-type: none"> <li>• Update signs as appropriate. (A) &amp;/or (B).</li> <li>• Ensure appropriate management of all open space areas in accordance with relevant grounds management plan of Council's <i>Asset Management Policy (2022)</i>. (A) &amp;/or (B)</li> <li>• Prepare a safety audit of the site and repair or replace any areas that may impact on public safety. (A) &amp;/or (B).</li> <li>• Ensure the efficient and conservative use of water, pesticides, herbicides and fertilisers across the Reserve, where required. (A) &amp;/or (B).</li> <li>• Ensure regular collection of rubbish and elevate compliance activities against illegal dumping of rubbish. (A) &amp;/or (B).</li> </ul>	<ul style="list-style-type: none"> <li>• Grounds operating effectively in accordance with use agreements and responsibilities, orderly, clean.</li> <li>• Positive feedback from user groups and individuals.</li> <li>• Grounds are kept tidy and orderly.</li> </ul>
	D. Monitoring and Compliance.	<ul style="list-style-type: none"> <li>• Continue to monitor the condition of major structures and ensure effective maintenance schedule and procedures are in place. (A)</li> <li>• Prepare a safety audit of the site and repair or replace any areas that may impact on public safety. (A)</li> <li>• Council officers to be present to monitor all issues of compliance and general site amenity. (A)</li> </ul>	<ul style="list-style-type: none"> <li>• Audit processes for safety and asset condition reporting developed and working well.</li> <li>• Tenures are well managed resulting in no complaints and showing desired cash flow.</li> <li>• No confusion or inefficiencies regarding use and occupation exist.</li> <li>• No illegal use and abuse of facilities.</li> </ul>

Management Objectives	Management Strategies	Actions		Performance Evaluation (how they will be assessed)
	E. Capitalise on good relationships and improve coordination and communication with occupiers of and visitors to the Reserve.	(A) Council	(B) Tenure holder/user	<ul style="list-style-type: none"> <li>Tenure compliance problems non-existent.</li> <li>Good cooperation regarding maintenance responsibilities.</li> <li>Number of user groups and general passive users has increased.</li> </ul>
<ul style="list-style-type: none"> <li>in relation to purposes for which a lease, licence or other estate may be granted in respect of the land.</li> </ul>	<p>F. Build relationships with existing and new users in order to:</p> <ul style="list-style-type: none"> <li>draw more people to the Community</li> <li>Purposes area, to maximise business and cash flow</li> <li>maximise tenures to ensure good and complete use of the Reserve.</li> </ul>	<ul style="list-style-type: none"> <li>Establish relationships with relevant cultural groups, users, Gulgong Police and other neighbours etc. to ensure an integrated and complimentary approach is adopted for attracting suitable tenure holders to the Reserve. (A)</li> </ul>		<ul style="list-style-type: none"> <li>Tenure holders and other user groups are content with tenure arrangements and plan is working well with all, including improved clarity and communication.</li> <li>Community enjoying general access on arrangement for casual use of new recreational facilities, particularly the aged and disabled.</li> <li>Relationships established with appropriate user groups and others.</li> </ul>



## 13 CONSULTATION DURING THE PREPARATION OF THIS PLAN

Community consultation is an important source of information necessary to provide an effective POM for Community Land and is a requirement under Section 38 of the LGAct. As such, Council is committed to the principles and activities within the participating community which guide Council's decision-making processes. Such participation creates the opportunity for interested parties to become actively involved in the development of a plan which reflects the needs, opinions and priorities of people using the Reserve.

Section 38 of the LGAct requires that:

- Council must give public notice of a draft POM
- The period of public exhibition of the draft plan must be not less than 28 days
- The public notice must also specify a period of not less than 42 days after the date on which the draft plan is placed on public exhibition during which submissions may be made to Council
- Council must, in accordance with its notice, publicly exhibit the draft plan together with any other matter which it considers appropriate or necessary to better enable the draft plan and its implications to be understood.

Notice was provided to the Minister for Land and Property in accordance with section 39 of the LGAct. The consent of the Minister for Land and Property is required under clause 70B of the *Crown Land Management Regulation 2018*.

Prior to the development of this POM, the community was requested to cast opinion on future needs and uses of the Fire Station. This process occurred via two separate means:

- A survey commissioned by Council was open to the community for on-line opinion conducted between 31 October 2018 - 09 August 2020. A Survey Response Report was produced by *Bang the Table Engagement*
- Discussions with all user groups and broader community representatives were conducted in Gulgong on 28 September 2020 and views on a range of issues were captured as notes transcribed onto butcher's paper. Attendees were also asked to compile prioritised needs and aspirations for the Reserve.

## **14 APPENDICES**

- 1) Core Objectives for Categories of Community Land.
- 2) Relevant State Environmental Planning Policies.

## 15 REFERENCES

Australian Bureau of Statistics, *2016 Census Quickstats Gulgong*; (2016):

[www.quickstats.censusdata.abs.gov.au/census\\_services/](http://www.quickstats.censusdata.abs.gov.au/census_services/)

Commonwealth Government, *Native title Act 1993*,

[www.legislation.gov.au/Browse/Results/ByTitle/Acts/InForce/Na/0/0/principal](http://www.legislation.gov.au/Browse/Results/ByTitle/Acts/InForce/Na/0/0/principal)

Crown Land Management Act 2016: [www.industry.nsw.gov.au/lands/what-we-do/legislation-policies/the-crown-land-management-act-2016](http://www.industry.nsw.gov.au/lands/what-we-do/legislation-policies/the-crown-land-management-act-2016)

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Regional Economic Development Strategy 2018-2022 and Regional Economic Development Strategy – 2023 Update

Gulgong Fire Brigade Station No. 312: *a brief history 1875-1880; 1934-2017. State Library of NSW.*

Gulgong NSW – Aussie Towns; <https://www.aussietowns.com.au/town/gulgong-nsw>

*Local Government Act, 1993: Amended by the Local Government (Community Land Amendment) Act 1998. NSW Government:* <http://www.legislation.nsw.gov.au/>.

*Mid-Western Regional Local Environment Plan 2012 (LEP): NSW Government:*

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Prime Facts: Profitable and Sustainable Primary Industries:

[www.resourcesandenergy.nsw.gov.au/.../109713/gulgong-gold-depos](http://www.resourcesandenergy.nsw.gov.au/.../109713/gulgong-gold-depos).

Towards 2040 – Mid Western Region Community Plan.

## Appendix 1

### CORE OBJECTIVES FOR CATEGORIES OF COMMUNITY LAND (LGAct)

#### 36E Core objectives for management of community land categorised as a natural area

The core objectives for management of community land categorised as a natural area are:

- (a) 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, and
- (b) to maintain the land, or that feature or habitat, in its natural state and setting, and
- (c) to provide for the restoration and regeneration of the land, and
- (d) 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, and
- (e) 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 *Biodiversity Conservation Act 2016* or the *Fisheries Management Act 1994*.

#### 36F Core objectives for management of community land categorised as a sportsground

The core objectives for management of community land categorised as a sportsground are:

- (a) to encourage, promote and facilitate recreational pursuits in the community involving organised and informal sporting activities and games, and
- (b) to ensure that such activities are managed having regard to any adverse impact on nearby residences.

#### 36G Core objectives for management of community land categorised as a park

The core objectives for management of community land categorised as a park are:

- (a) to encourage, promote and facilitate recreational, cultural, social and educational pastimes and activities, and
- (b) to provide for passive recreational activities or pastimes and for the casual playing of games, and
- (c) to improve the land in such a way as to promote and facilitate its use to achieve the other core objectives for its management.

#### 36H Core objectives for management of community land categorised as an area of cultural significance

- (1) The core objectives for management of community land categorised as an area of cultural significance are to retain and enhance the cultural significance of the area (namely its Aboriginal, aesthetic, archaeological, historical, technical or research or social significance) for past, present or future generations by the active use of conservation methods.
- (2) Those conservation methods may include any or all of the following methods:
  - (a) the continuous protective care and maintenance of the physical material of the land or of the context and setting of the area of cultural significance

- (b) the restoration of the land, that is, the returning of the existing physical material of the land to a known earlier state by removing accretions or by reassembling existing components without the introduction of new material
  - (c) the reconstruction of the land, that is, the returning of the land as nearly as possible to a known earlier state
  - (d) the adaptive reuse of the land, that is, the enhancement or reinforcement of the cultural significance of the land by the introduction of sympathetic alterations or additions to allow compatible uses (that is, uses that involve no changes to the cultural significance of the physical material of the area, or uses that involve changes that are substantially reversible or changes that require a minimum impact)
  - (e) the preservation of the land, that is, the maintenance of the physical material of the land in its existing state and the retardation of deterioration of the land.
- (3) A reference in subsection (2) to land includes a reference to any buildings erected on the land.

### **36I Core objectives for management of community land categorised as general community use**

The core objectives for management of community land categorised as general community use are 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:

- (a) in relation to public recreation and the physical, cultural, social and intellectual welfare or development of individual members of the public, and
- (b) 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).

### **36J Core objectives for management of community land categorised as bushland**

The core objectives for management of community land categorised as bushland are:

- (a) to ensure the ongoing ecological viability of the land by protecting the ecological biodiversity and habitat values of the land, the flora and fauna (including invertebrates, fungi and micro-organisms) of the land and other ecological values of the land, and
- (b) to protect the aesthetic, heritage, recreational, educational and scientific values of the land, and
- (c) to promote the management of the land in a manner that protects and enhances the values and quality of the land and facilitates public enjoyment of the land, and to implement measures directed to minimising or mitigating any disturbance caused by human intrusion, and
- (d) to restore degraded bushland, and
- (e) to protect existing landforms such as natural drainage lines, watercourses and foreshores, and
- (f) to retain bushland in parcels of a size and configuration that will enable the existing plant and animal communities to survive in the long term, and
- (g) to protect bushland as a natural stabiliser of the soil surface.

### **36K Core objectives for management of community land categorised as wetland**

The core objectives for management of community land categorised as wetland are:

- (a) to protect the biodiversity and ecological values of wetlands, with particular reference to their

- hydrological environment (including water quality and water flow), and to the flora, fauna and habitat values of the wetlands, and
- (b) to restore and regenerate degraded wetlands, and
  - (c) to facilitate community education in relation to wetlands, and the community use of wetlands, without compromising the ecological values of wetlands.

### **36L Core objectives for management of community land categorised as an escarpment**

The core objectives for management of community land categorised as an escarpment are:

- (a) to protect any important geological, geomorphological or scenic features of the escarpment, and
- (b) to facilitate safe community use and enjoyment of the escarpment.

### **36M Core objectives for management of community land categorised as a watercourse**

The core objectives for management of community land categorised as a watercourse are:

- (a) to manage watercourses so as to protect the biodiversity and ecological values of the instream environment, particularly in relation to water quality and water flows, and
- (b) to manage watercourses so as to protect the riparian environment, particularly in relation to riparian vegetation and habitats and bank stability, and
- (c) to restore degraded watercourses, and
- (d) to promote community education, and community access to and use of the watercourse, without compromising the other core objectives of the category.

### **36N Core objectives for management of community land categorised as foreshore**

The core objectives for management of community land categorised as foreshore are:

- (a) to maintain the foreshore as a transition area between the aquatic and the terrestrial environment, and to protect and enhance all functions associated with the foreshore's role as a transition area, and
- (b) to facilitate the ecologically sustainable use of the foreshore, and to mitigate impact on the foreshore by community use.



## Appendix 2

### STATE ENVIRONMENTAL PLANNING POLICIES WHICH ARE RELEVANT TO THE RESERVE

#### State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

*State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* (SEPP Exempt) provides that certain types of works do not require development consent under Part 4 of the EP&A Act. The General Exempt Development Code is set out in Division 1 of the SEPP, providing the limitations and conditions of the exemptions. They include:

- Access Ramps
- Advertising and signage
- Aerials, antennae and communication dishes
- Air-conditioning units
- Animal shelters
- Aviaries
- Awnings, blinds and canopies
- Balconies, decks, patios, pergolas, terraces and verandahs
- Barbecues and other outdoor cooking structures
- Bollards
- Charity bins and recycling bins
- Earthworks, retaining walls and structural support
- Fences
- Flagpoles
- Footpaths, pathways and paving
- Fowl and poultry houses
- Garbage bin storage enclosure
- Hot water systems
- Landscaping Structures
- Minor building alterations
- Mobile food and drink outlets
- Playground equipment
- Screen enclosures
- Sculptures and artworks
- Temporary uses and structures
- Waste storage containers

Section 1-16 of Division 2 of the SEPP provides the General Requirements for exempt development.

#### State Environmental Planning Policy (Transport and Infrastructure) 2021

The *State Environmental Planning Policy (Transport and Infrastructure) 2021* (T&I SEPP) commenced in New South Wales on 1 March 2022 consolidating 4 earlier SEPPs focused on employment and advertising. The T&I SEPP focuses on:

- Planning rules and controls for infrastructure in NSW, such as for hospitals, roads, railways, emergency services, water supply and electricity delivery.

The T&I SEPP provides that certain types of works do not require development consent under Part 4 of the *Environmental Planning and Assessment Act 1979*.

Section 2.20 of the T&I SEPP provides that a range of works are “exempt development” when carried out for or on behalf of a public authority (including Nambucca Valley Council). These works are itemised in Schedule 1 of the SEPP and include paths and ramps for disabled access, fencing, firefighting emergency equipment, small decks, prefabricated sheds of up to 30m<sup>2</sup> in area, retaining walls up to 2m in height, landscaping including paving and access tracks, minor external and internal alterations to buildings, open car parks (size is not specified) and demolition of buildings covering an area of up to 100m<sup>2</sup>.

Section 2.73 of the T&I SEPP further provides that Development for any purpose may be carried out without consent on Crown managed land, by or on behalf of a Crown land manager of the land if the development is for the purposes of implementing a plan of management adopted for the land in accordance with the LG Act. Further, any of the following development may be carried out by or on behalf of a council without consent on a public reserve under the control of or vested in the council:

- a. development for any of the following purposes:
    - i. roads, pedestrian pathways, cycleways, single storey car parks, ticketing facilities, viewing platforms and pedestrian bridges
    - ii. recreation areas and recreation facilities (outdoor), but not including grandstands
    - iii. visitor information centres, information boards and other information facilities
    - iv. lighting, if light spill and artificial sky glow is minimised in accordance with the Lighting for Roads and Public Spaces Standard
    - v. landscaping, including landscape structures or features (such as artwork) and irrigation systems
    - vi. amenities for people using Wellington Park, including toilets and change rooms
    - vii. food preparation and related facilities for people using Wellington Park
    - viii. maintenance depot,
    - ix. portable lifeguard towers.
  - b. environmental management works
  - c. demolition of buildings (other than any building that is, or is part of, a State or local heritage item or is within a heritage conservation area).
- Educational establishments and childcare facilities containing planning for child-care centres, schools, TAFEs and Universities.
  - Major infrastructure corridors containing planning controls and reserves land for the protection of the 3 North South Rail Lines, South West Rail Link extension and Western Sydney Freight Line corridors.
  - Three ports containing the land-use planning and assessment framework for Port Botany, Port Kembla and the Port of Newcastle.

### State Environmental Planning Policy (Industry and Employment) 2021

The *State Environmental Planning Policy (Industry and Employment) 2021* (I&E SEPP) commenced in New South Wales on 1 March 2022 consolidating 2 earlier SEPPs focused on employment and advertising. The I&E SEPP focuses on:

- Western Sydney employment area' contains planning rules and controls for the employment land within the Western Sydney
- Advertising and signage ensuring that signage (including advertising):
  - (i) is compatible with the desired amenity and visual character of an area, and
  - (ii) provides effective communication in suitable locations, and
  - (iii) is of high-quality design and finish.

- to regulate signage (but not content) under Part 4 of the Act, and
- to provide time-limited consents for the display of certain advertisements, and
- to regulate the display of advertisements in transport corridors, and
- to ensure that public benefits may be derived from advertising in and adjacent to transport corridors.

This Policy does not regulate the content of signage and does not require consent for a change in the content of signage.