



# **Ordinary Meeting of Council**

**23 November 2022**

**UNDER SEPARATE COVER  
ATTACHMENTS**

**ITEMS 9.6 TO 9.10**

**QUEANBEYAN-PALERANG REGIONAL COUNCIL  
ORDINARY MEETING OF COUNCIL**

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# QUEANBEYAN-PALERANG REGIONAL COUNCIL

Council Meeting Attachment

23 NOVEMBER 2022

ITEM 9.6 QUEANBEYAN SHOWGROUNDS CULTURAL AND HERITAGE  
INTERPRETATION PLAN

ATTACHMENT 1 CULTURAL AND HERITAGE INTERPRETATION PLAN

# Cultural and Heritage Interpretation Plan

Queanbeyan Showgrounds

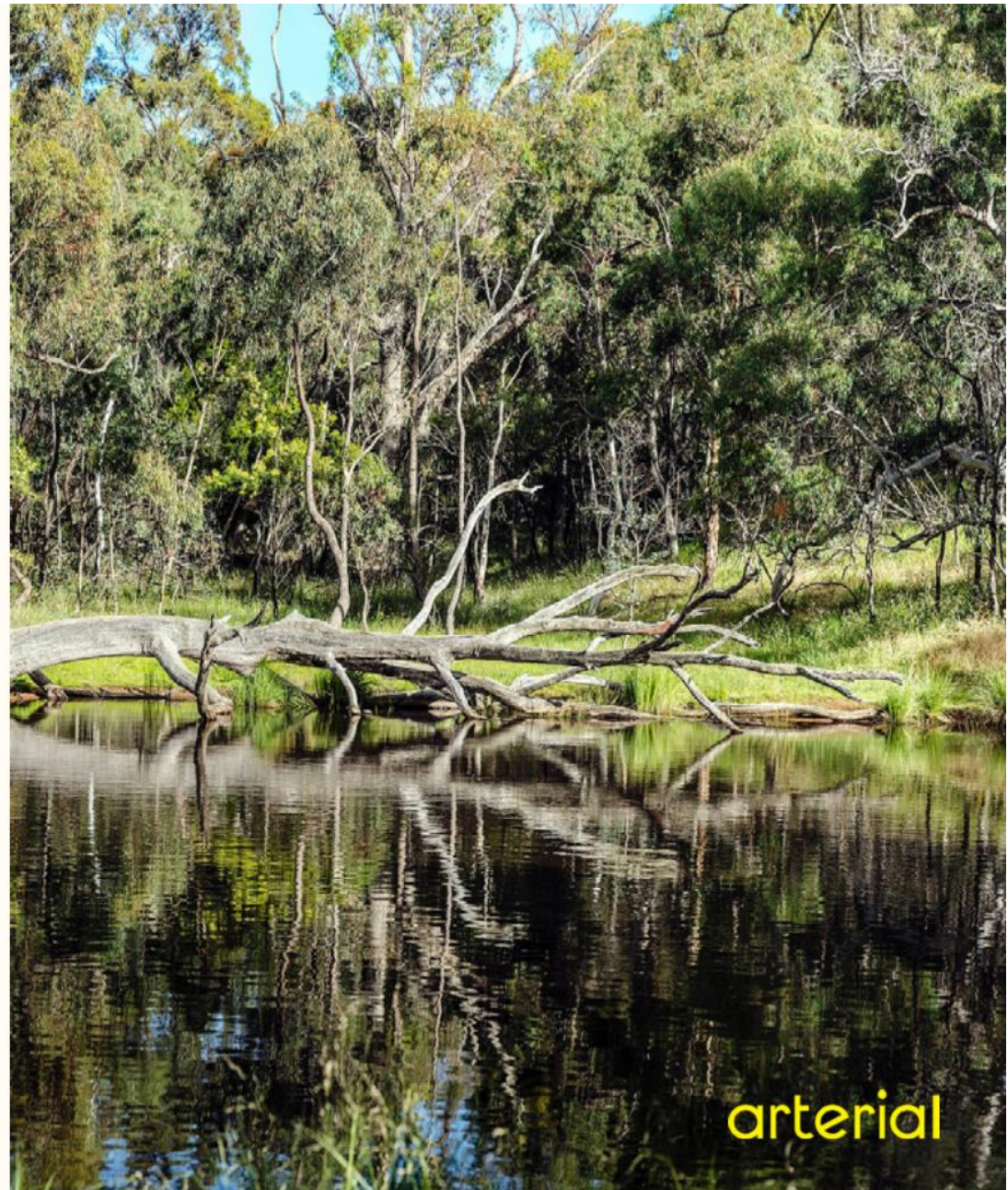
August, 2022

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Prepared for Queanbeyan  
Palerang Regional Council



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## Acknowledgment of Country

Queanbeyan-Palerang Regional Council and Arterial Design would like to acknowledge the Ngambri Ngunnawal as traditional owners of the Queanbeyan-Palerang area, and pay our respects to elders past, present and emerging. We pay our respects to Elders past and present, and extend that respect to all First Nations people present today and commit to building a brighter future together.'

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# Introduction

## Queanbeyan CBD Wayfinding Strategy

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01

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## Introduction

### PROJECT BACKGROUND

**This Cultural and Heritage Interpretation Plan has been developed with the Ngambri-Ngunnawal people to promote understanding and awareness of the cultural heritage values of the site.**

The Queanbeyan-Palerang Regional Council is greatly advantaged to have Ngambri Ngunnawal traditional owners still living on country as credible cultural knowledge holders to develop a partnership with the Ngambri Local Aboriginal Land Council for cultural tourism that best meets the needs of the tourism sector. Particularly since 'Indigenous participation' has been identified as a strategic area to enhance tourism growth with experiences immersed in Aboriginal culture. This Cultural and Heritage Interpretation Plan is a "positive step towards reconciliation and recognising the long history of the Queanbeyan Showground" (Deputy Mayor Esmá Livermore, 10 June 2022).

The scope of works for the Cultural and Heritage Interpretation Plan for Queanbeyan Showground will "recognise and protect Aboriginal cultural heritage but does not restrict the many community activities that take place at the showground" (Cr Livermore, 10 June, 2022).

This Cultural and Heritage Interpretation Plan aligns with the 2018-2021 Aboriginal Cultural Heritage Assessment Report (ACHAR) and respects guidelines detailed in Article 6 of the Burra Charter 2013 for Places of Cultural Significance.

“ Indigenous people are the relevant knowledge-holders for places of Indigenous cultural significance. Their traditional knowledge and experience must be appropriately used and valued in the assessment of places. ”



## OPPORTUNITIES

**With the adoption of the Queanbeyan CBD Spatial Masterplan in 2020, there is an opportunity to link future Cultural heritage interpretation artwork and signage to the CBD pedestrian network. With the masterplan presenting a major focus on pedestrian activation and “direct connection to green spaces from adjacent streets”, an artistic interpretation providing a heritage experience at the Queanbeyan Showgrounds, not only encourages city exploration via foot, but also provides an accessible engagement with the rich Indigenous and non-Indigenous cultural history.**

The scope of works for the Cultural and Heritage Interpretation Plan for Queanbeyan Showground “will recognise and protect Aboriginal cultural heritage but does not restrict the many community activities that take place at the showground”<sup>2</sup>. Through artistic inclusion, the site becomes functional and activated at times when the showgrounds are not hosting an event, increasing the usage and therefore passive safety for pedestrians.

The Queanbeyan CBD Place Plan Report also addresses a need for public art, stating “The Arts scene in Queanbeyan is strong, however a more dynamic performing arts and creative public art offer is missing.”<sup>3</sup> This Interpretation Plan provides an opportunity to showcase a variety of public art with an added connection to the rich, and often untold, cultural stories of the site. This site activation also assists the Events Strategy, found in the Queanbeyan CBD Place Plan Report, with the goal to achieve “Less impact from cars on showgrounds (Aboriginal Significant Site)”<sup>4</sup>.

<sup>1</sup> ‘Future Proofing’ in ‘Queanbeyan CBD Place Plan Report, Art’s strategy’, p.125

<sup>2</sup> (Cr Livermore, 10 June, 2022)

<sup>3</sup> Queanbeyan CBD Place Plan Report, Art’s strategy, p.32.

<sup>4</sup> Ibid. p. 107.

This strategy invites both locals and visitors to participate in a “positive step towards reconciliation and recognising the long history of the Queanbeyan Showground” (Deputy Mayor Esma Livermore, 10 June 2022).

## NEXT STEPS

By implementing the Cultural and Heritage Interpretation Plan for the Queanbeyan Showgrounds, Council will be proactive in promoting cultural understanding and awareness of the cultural heritage values this site has for Ngambri-Ngunnawal people. In doing so, this project will play a pivotal role in reconciliation for the wider community to acknowledge Ngambri Ngunnawal people as cultural knowledge holders and appreciate their history with the site.

Arterial Design is to present this draft strategy to representatives of the Queanbeyan Showground Association with Ngambri Ngunnawal people present to discuss a suitable location for the Yarning Circle in particular.

Council is to pursue appropriate funding to implement Cultural and Heritage Interpretation Plan that aligns with Government’s current national commitment to Reconciliation and support for First Nations perspectives and practices.



Queanbeyan Showgrounds entrance. web image



Queanbeyan Showgrounds, 2022



Queanbeyan Showgrounds, 2022



Queanbeyan Showgrounds, 2022



Queanbeyan showgrounds, 2022

## Site Visit

Arterial Design staff and their Indigenous specialist, Trish Barnard, engaged with identified cultural knowledge holders Ngambri Ngunnawal traditional owners across a two day familiarisation of culture and country that included a site visit to Queanbeyan Showgrounds on the 15-16 June 2022. Ngambri people Dr Matilda House, Paul Girrawah House and Trisha Williams contributed potential topics of cultural importance associated with the site and input into aesthetic design elements to reflect their Aboriginal cultural values of the area<sup>5</sup>. It should also be verified with the Ngambi traditional owners of the term 'Ngambri Ngunnawal' is the most appropriate reference.

Members of the Ngambri Local Aboriginal Land Council should be engaged to deliver Aboriginal cultural heritage awareness training package including Unexpected Heritage Items Procedure 2015 as part of the site induction for all contractor(s) and maintenance personnel involved in the construction works. Council has a responsibility to ensure a culturally safe environment is provided for meetings with Ngambri Local Aboriginal Land Council.

<sup>5</sup> Also cited in 'Aboriginal Cultural Heritage Assessment Report (ACHAR)', 2021, p.39.

# Benchmarking

## Queanbeyan CBD Wayfinding Strategy

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## Benchmarking

### CASE STUDY: NEW PLYMOUTH COASTAL WALK WAY AND THE TEKUPENGA BIENNIAL INTERNATIONAL STONE SCULPTURE SYMPOSIUM.

This award-winning Coastal Walkway in New Plymouth, New Zealand demonstrates successful integration of art, culture and history into a prominent trail walk and has transformed the local lifestyle as well as significantly increased visitation to the town.

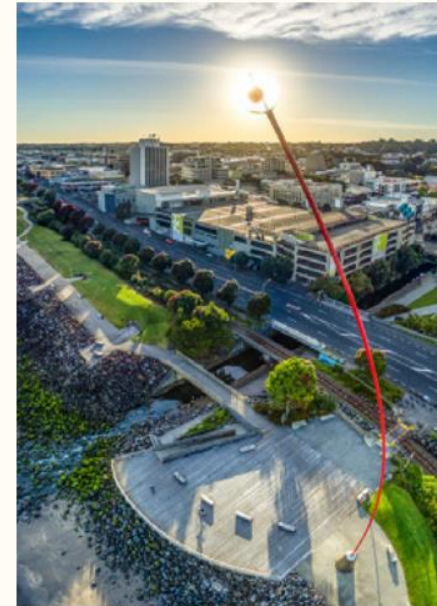
The award winning sculptures are positioned along the 13km walkway, over time creating a popular sculptural trail that enhances the visitor experience through story, art and pride in the history of the place.

Similar to Queanbeyan, New Plymouth has a long history of celebrating local art. When the walkway was commissioned, the famous Len Lye Wind Wand, a 45-metre-tall (148 ft) sculpture, was positioned in a key location in close proximity to the City Centre. This created a signature artwork that links the city center to the walkway while celebrating the city's legacy of Arts and Culture.

Since its completion in 2002, the walkway has transformed the city of New Plymouth for locals as well as for national and international guests. In 2010, the city was chosen by the New Zealand government as one of two walking and cycling "Model Communities". In 2008, New Plymouth won the Top Town award from North and South Magazine, judged as "the best place in New Zealand to live, love, work and raise a family".



Te Rewa Rewa Bridge, 2010, New Plymouth coastal walkway



Wind Wand, 1999, Len Lye



Stone Sculpture, New Plymouth coastal walkway



New Plymouth Coastal Walkway, 1999

**CASE STUDY: CORANDERRK INDIGENOUS SIGNAGE.  
HEALESVILLE SANCTUARY.**

Arterial Design's project at Healesville sanctuary provides an example of engaging visitors in meaningful interpretation of significant cultural sites. Through this intervention, visitors are able to celebrate Healesville Sanctuary's connection to Coranderrk through a new Aboriginal cultural experience. This experience takes them on a journey down Wurundjeri Walk from the Barak sculpture, to a Dreaming Place that will be used for storytelling, then onto a 250 year old canoe tree.

From there, visitors continue along the pathway where the story of Coranderrk Station, a significant Wurundjeri spiritual heartland unfolds. Arterial was commissioned to design and implement the journey down Wurundjeri Walk using interpretive landscape elements and embedded signage. In collaboration with the team at Healesville Sanctuary we conceived several gathering spaces based around the concept of indigenous yarn circles where stories are shared and discussions takes place. The signage elements draw on natural forms and incorporate local indigenous art work to present this incredibly important and little known history.



Honour sculpture, 2016, Arterial Design, Healesville Sanctuary



Yarning Circle, 2016, Arterial Design, Healesville Sanctuary



Coranderrk Indigenous Signage, 2016, Arterial Design, Healesville Sanctuary

### CASE STUDY: COMMUNITY BUSHFIRE MEMORIAL. STRATHEWEN WORK GROUP

Designing a memorial for a community impacted by Victoria's 2009 Black Saturday bushfires was one of the most challenging and rewarding projects Arterial has worked on. An area of bushland near the rebuilt recreation centre had already been identified as a site for the memorial.

The idea of ripples in turn suggested water as a key element of the design. Three stainless steel-domed 'water drops' were designed to reflect the sky and the surrounding landscape. Haiku provided a way of distilling the essence of the many stories that had been submitted to convey evocative impressions of what happened. The text was sandblasted into the sandstone – alternating it between raised and inscribed text. This treatment changed the legibility of the words depending on the light and shadow cast at different times of day and in different seasons. A total of 20,000 words were laid out across 400 pieces of sandstone.

This project reflects similarities to the appearance of a 'Yarning Circle' and provides examples of potential material usage and fabrication methods that may be applied at the Queanbeyan Showgrounds site. Further development would be required to establish appropriate aesthetics and material qualities in close collaboration with the site's Traditional Owners.



Community Bushfire Memorial, 2012. Arterial Design, Strathewen



Community Bushfire Memorial, 2012. Arterial Design, Strathewen



Community Bushfire Memorial, 2012. Arterial Design, Strathewen



Community Bushfire Memorial, 2012. Arterial Design, Strathewen

#### CASE STUDY: PRINCESS WELLINGTON BINA PARK

This project delivered unique, site-specific artworks that welcomed the community to the Princess Wellington Community Parkland and acknowledge the traditional owners of the land through the expression of their story and language. The approach for this project was to acknowledge the multi-cultural fabric of local communities through the use of multiple languages and scripts.

The engraved concrete technique displayed the content as if the words had always been there, uncovered overtime, for visitors to discover.

#### CASE STUDY: MARYSVILLE BUSHFIRE MEMORIAL

Arterial were contracted to develop a new 'heart' to a township devastated by bush fires in 2009. The process of bringing together heritage stories and focusing on the strength of the people, the beauty of the forests and the changing face of the township, a renewed hope to the still grieving community: it was the process that was as valuable as the end product. Arterial allowed the stories to speak for themselves and through chosen words, poems and images.

The design and technique used to display the words and poems, embedded within the ground, into benches and columns, created a space for contemplation and reflection as visitors and locals relearn and remember the town's rich history embedded around them. This provided the opportunity for most of the words to be placed within the heart of Marysville, layered above one another, representing the voice of the town and its community.

This layering technique provides an opportunity to integrate the Ngambri Ngunnawal language within future interpretation design at the Queanbeyan Showgrounds, capturing this language alongside its English interpretation.



Princess Wellington Bina Park, 2021



Princess Wellington Bina Park, 2021



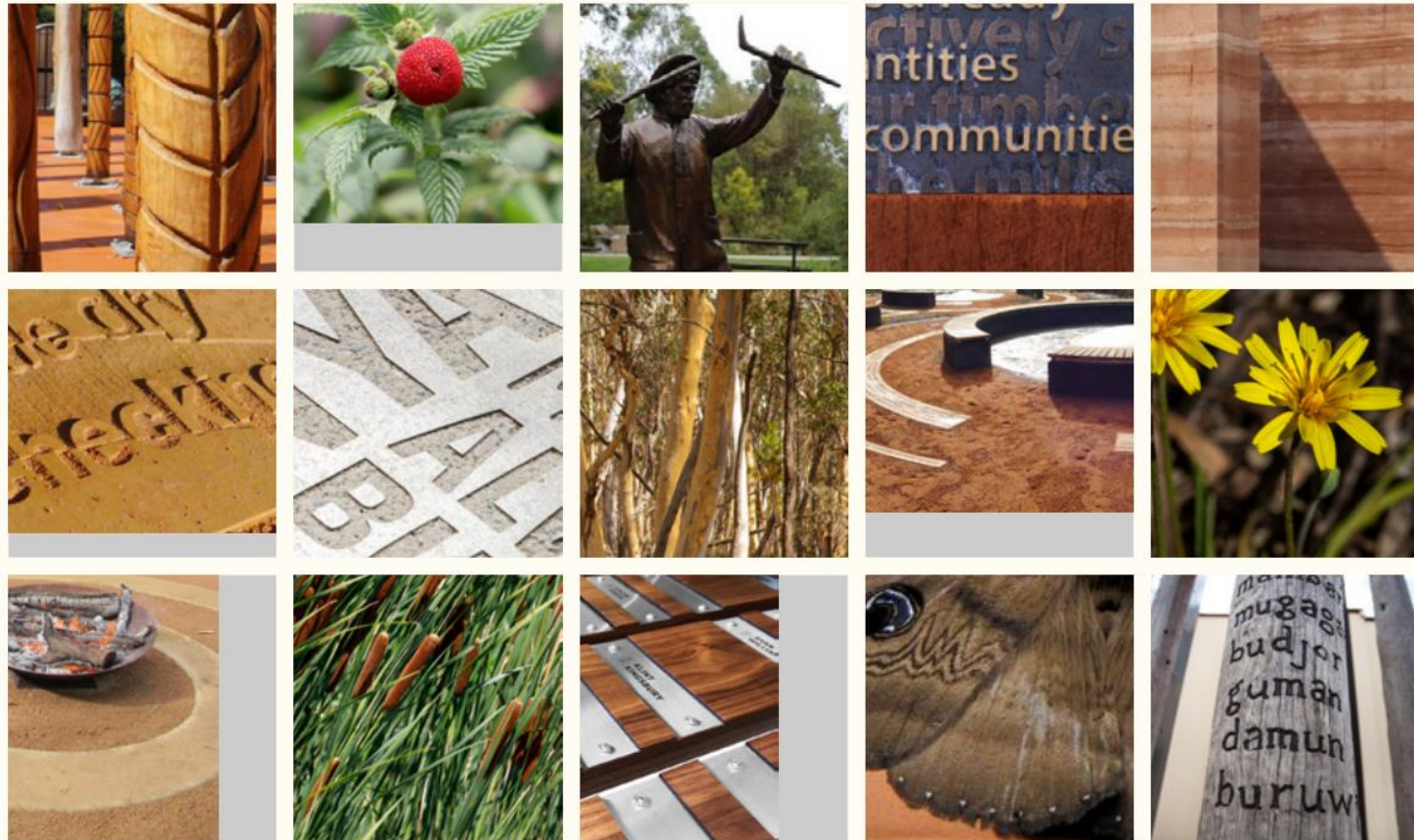
Princess Wellington Bina Park, 2021



Marysville Bushfire Memorial, 2013, Arterial Design, Marysville



## Moodboard





# Interpretation Design Concepts

## Queanbeyan CBD Wayfinding Strategy

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## Yarning Circle

### Indicative Concept Sketch

The Queanbeyan Showground site was once a traditional gathering place for Ngambri Ngunnawal lore and cultural activities and therefore current Ngambri Ngunnawal traditional owners seek to have a culturally safe and appropriate non-pedestrian facility in an open area near the new pavilion within the Queanbeyan Showgrounds.

A low profile three circle ceremonial ground should be built to conduct Welcome to Country, dance, performance, and smoking ceremonies in accordance with Section 27(2) of the Human Rights Act 2004 (ACT) that states 'Aboriginal peoples hold distinct cultural rights and must not be denied the right to maintain, control, protect and develop their cultural heritage and distinctive spiritual practices, observances, beliefs and teachings'<sup>1</sup>.

<sup>1</sup> Aboriginal and Torres Strait Islander Cultural Rights - ACT Human Rights Commission



Materials Example - Strathewen Memorial



Healesville Yarning Circle



Tooraurong Yarning Circle

## Yarning Circle

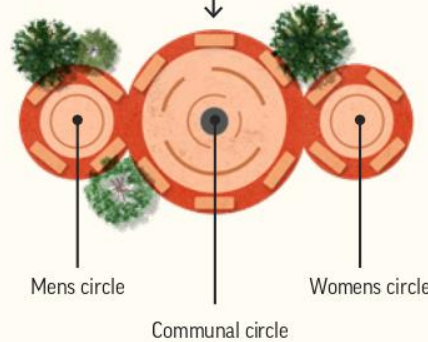
### Location and Materials

#### USE OF SPACE

It is recommended that all activities on the ceremonial ground should be booked through the Ngambri Local Aboriginal Land Council (not through QPRC). This facility would be respected and not subject to or impacted by car parking, tents, markets, horses or any other equipment imposing on the ceremonial ground at any time.

The specific culturally appropriate location of the Yarning Circle is to be discussed further with traditional owners in consultation with representatives from the Showground Association to determine most suitable position.

#### Layout



#### PROPOSED LOCATION FOR DISCUSSION:



#### POSSIBLE MATERIALS



Granitic Red Sand



Black Slate paving



Sandstone



Rammed Earth



Timber Seating

## Honour Wall

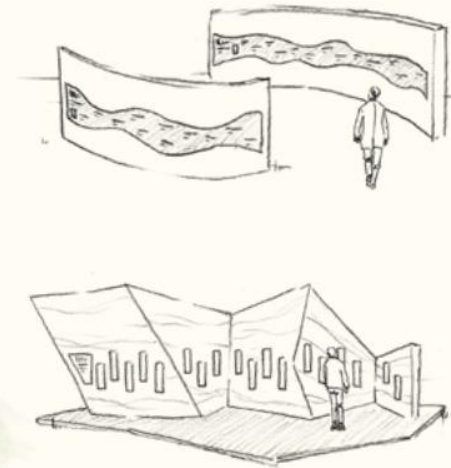
### Preliminary Concept Sketch

Ngambri Ngunnawal people have strongly expressed desire for a wall to honour past ancestors and notable contemporary people. The installation of an Honour Wall is a huge commitment by Council recognise the long history and connection to Queanbeyan Showground in the spirit of reconciliation.

The proposed location for the Honour Wall aligns with the historical site where local Ngambri Ngunnawal people were presented with blankets. Materials for the Honour Wall should be vandal proof and options to be discussed further with traditional owners.



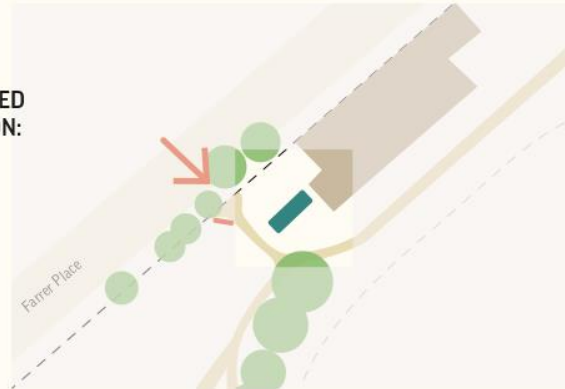
Wall Examples



## Honour Wall

### Location and Materials

PROPOSED  
LOCATION:



POSSIBLE MATERIALS



Copper Panel



Rammed Earth



Honour Wall Example



Rammed Earth Examples



Honour Wall Examples

## Honour Wall

### Content

**Blanket Day** A total of 62 Ngambri Ngunnawal people have been listed on 5 May 1841 at the annual Queens Birthday Blanket Distribution at Queanbeyan Showground near the current Queanbeyan Community Services Centre.

'Blankets were distributed annually at the at Queanbeyan Showground on the Queen's Birthday' by Government agents such as Magistrates or Police who would also use this opportunity to assess the health and social conditions of Aboriginal people. 'Blanket Lists' were created by Government officials to account for expenditure on Aboriginal people. These lists remain a critical piece of western documentation validating the existence of Ngambri Ngunnawal people'. (83wds)



Two Blanket Return scans, Police Office Queanbeyan, 5 May 1841  
Source: QUEANBEYAN SHOWGROUND: Aboriginal Cultural Values Assessment Final Report, 2021

<sup>1</sup> Some sources stated 1st May but there were no British female monarchs born on this date.

Ancestral names of past should include:

Allianoyonyiga (aka Onyong, b.c.1804-d.c.1851<sup>1</sup>), Noolup (aka Jimmy the Rover), Nanny, Jimmy Taylor, Monijary (Kangaroo Tommy), Richard 'Black Dick' Lowe (b.c.1840-d.1916) and Bobby Hamilton (Ginninderra cricketer and Ngambri man) husband of Nellie Hamilton (c.1835-1897), Henry 'Black Harry' Williams (b.c.1837-d.17.8.1921), Harry 'Lightning' Williams (b.1888-d.1959), Chippendale Neddy and Tommy 'Naas' Chippendale, with space allowed for future names (see also Blanket List names).

There are many descendant families who had made significant contributions for cultural continuity.

Some names to be included may be: (Ngambri Ngunnawal people will provide proper list)

Nurri Arnold Williams, Jimmy 'Boza' Williams, Matilda House (nee Williams), Harold 'Crow' Williams, Louisa Brown (nee Williams), Josie Williams, Maria Williams, Rosemary Connors (nee Williams), Elizabeth Homer (nee Grovenor), Pearl Williams (nee Simpson), Paul Girrawah House etc.

#### Examples of sample names:

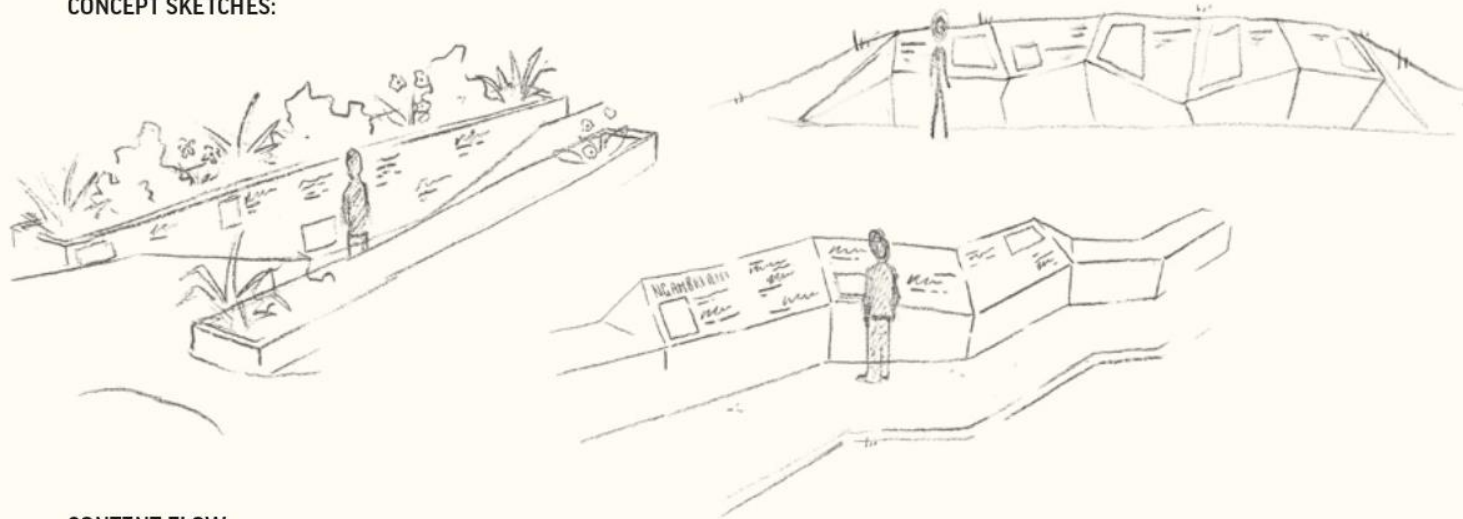
Newlop (Noolup, aka Jimmy the Rover)	Hong Gong (Allianoyonyiga, aka Onyong)	Jumania (Tommy Bolera)	Mory Bong (Jimmy Gigeline)	Bamilton (Jemmy)
Monijary (Kangaroo Tommy)	Condor (Mickey)	Migarinyo (Billy)	Alamoorda (Jimmy)	Gluguga (Johnny)
Jemmygoba (King Jamie Gilbee)	Dooladwary (Harry Smith)	Warajola (Boney Jack)	Monaboja (Charley)	Coromary (Caraty)
Hoojarah (Joe)	Tommymacie! (Tommy)	Moniary (Solomon)	Tomba (Able)	Hoboboo (Dickey)
Balliaron (Harry)	Judgabby (Neddy)	Jingiderra (Joe)	Gigobigace (Jenny)	Biyadory (Cockatoo)

<sup>1</sup> Onyong the warrior led Garrett Cotter into Canberra's water catchment | The Canberra Times | Canberra, ACT

## History Wall

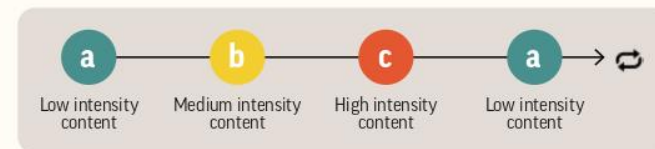
### Location and Materials

#### PRELIMINARY CONCEPT SKETCHES:



#### CONTENT FLOW:

In light of Aboriginal truth telling, the reality of the horrific treatment of the Ngambri Ngunnawal people throughout history must be told. It is recommended that the content for this history wall follows a flow of weaving grievous historical content in amongst the other, less intense content. This ensures each reader will experience all sides of the history, while not being overloaded with only information that may be upsetting and hard to read. Through integrating this truth telling into the site, visitors are invited to observe the past and move forward into reconciliation with the land's Traditional Owners.

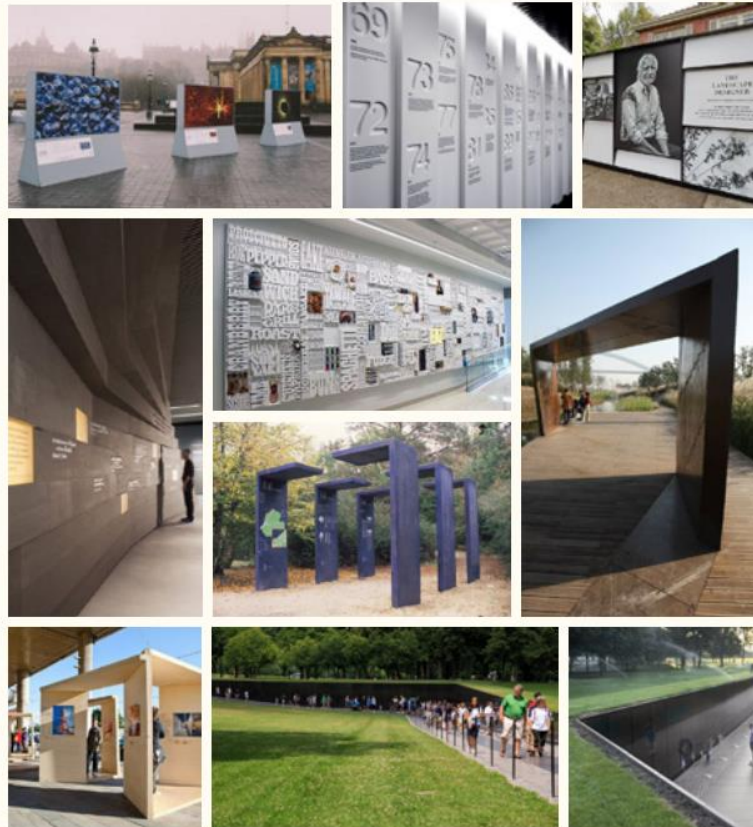


Preliminary content flow example



## History Wall

### Location and Materials

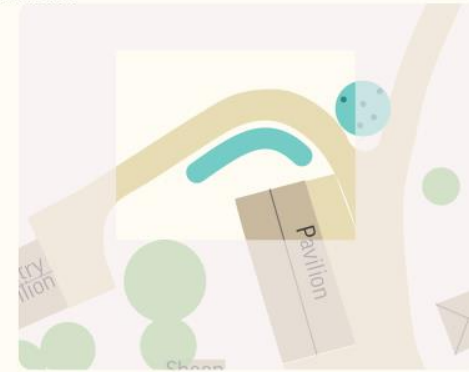


History wall examples



Text integration examples

PROPOSED  
LOCATION:



## History Wall

### Content

#### NGAMBRI NGUNNAWAL HISTORY

Ngambri Ngunnawal people strongly advocate for the timely inclusion of interpretation that conveys the true history of the site aligned with 'Truth Telling: Voice, treaty, truth' in the widely accepted Uluru Statement recently supported by Prime Minister Albanese (31 May, 2022). For example, a maximum text of 200 words accompanied by QR Code links to The History of Ngambri Country website for more stories. It is important to note that Ngambri Ngunnawal people hold Intellectual Property rights over their cultural and historical information that should not be shared or reproduced without their permission - it is their prerogative to withhold details and option to deliver 'bite sized' information allowing Ngambri Ngunnawal people to conduct tours at the Queanbeyan Showground and expand on any narrative if they choose to in accordance with their cultural protocols. As interpretation specialists, Arterial Design would collaborate with Ngambri Ngunnawal people to create succinct text such as:

*'The Queanbeyan Showgrounds has been a ceremonial gathering place for corroboree and traditional practices since Ngambri Ngunnawal have occupied this area dated to 21,000BP. Our neighbouring cultural groups travelled across a network of pathways from the coast and plains to gather here for trade, marriage alliances, dispute resolutions and many other cultural activities. From the 1820s these gatherings were well documented by settlers. The last traditional corroboree was recorded in 1862 that last many weeks with hundreds of participants. This site was close to food sources and freshwater that could sustain all participants during the weeks of corroboree. Since the 1830s our Ngambri Ngunnawal people have been impacted by introduced diseases, attacks, restricted freedoms and being displaced and forcibly removed off country to Government operated compounds such as Erambie Aboriginal Reserve at Cowra and Yass Aboriginal Reserve at Brungle ironically called 'Hollywood'. Ngambri Ngunnawal people continue to live in this area as cultural knowledge holders to maintain culture and contribute to contemporary society.'* (163wds)



6.1 Mulanggari yur-wang (alive and strong), 2021-22, Dr Matilda House and Paul Girrawah House

#### EUROPEAN HISTORY

The history of the Queanbeyan Showgrounds can be dispersed through interpretative panels or artworks at strategic locations throughout the precinct. There is much potential for the European history and as interpretation specialists, Arterial Design would collaborate with Queanbeyan and District Historical Museum Society Inc., to develop strong succinct content, such as:

*'The original purpose for the Queanbeyan Showground site was to be used as a Recreational Ground in 1862. By 1880s the Queanbeyan Pastoral, Agricultural and Horticultural Association needed the site to host annual shows and the following year the Queanbeyan Showground was established. During the 1890s the Queanbeyan Showground site continued to be an active space for many different purposes including Circus performances, sporting matches, school picnics and as a drill ground for the Queanbeyan Mounted Infantry.'* (77words)

## History Wall

### Content (Bush Food, Medicine and Materials)

Ngambri Ngunnawal people have suggested some smaller 50-100word interpretative signage to present cultural information about natural resources that were once available on the site. Further conversations between Ngambri Local Aboriginal Land Council and Arterial Design as interpretation specialists will need to be pursued for final lists of flora and fauna associated with the site. Dr Matilda House has suggested revegetating the site with a few endemic plants - this too will provide Council with a rewarding Public Relations opportunity towards Reconciliation, for example to conduct a ceremonial planting at the opening of the Yarning Circle.

#### FLORA

Yellowbox (*Eucalyptus melliodora*) trees remain evident on site, and many are old growth from at least 100 years ago. In traditional times these trees provided Ngambri Ngunnawal people with material for canoes, murga (shields), gungun (dishes) and fine bark fibre for weaving. An interpretative sign near Yellowbox trees at entrance on Glebe Road could present information:

\*Paul Girrawah House has language words for heading:

'These old trees help keep peace'

"Trees are important to our people and our way of life. All trees are our relatives and must be respected and protected. The trees nurture and provide homes for our budyans (birds) and safeguard our totems. The spirit of our ancestors and old people is in the trees. Trees help anchor our identity and belonging to Country—they hold knowledge, nurture and maintain the wellbeing of our people, plants and animals. Trees help maintain lore and custom. The old growth trees help keep the peace. They are our physical and spiritual guardians. They tell us how to be on Country." (99wds)



7.1 Yellowbox flora

Bush Foods were readily available and sustained all Aboriginal participants during the annual corroboree that lasted a few weeks. Rich resources available in nearby Jullergang (Queanbeyan River) were fish, freshwater shellfish, crayfish, tortoise, platypus, and aquatic birds including ducks, swans, and brolgas. A selection of these resources can be interpreted at strategic locations within the precinct citing language words first with 50 words of text about seasonal use.

"Carbohydrates came from tuberous plants including the yam daisy (*Microseris lanceolata*), bulrush (*Typha orientalis*) and convolvulus. The fruits of the native raspberry (*Rubus parvifolius*) the apple berry (*Billardiera scandens*) and the native cherry (*Exocarpos cupressiformis*) were high in fibre and sweet. Honey was a sweet treat" (Matilda House).

Bush Medicines can be highlighted with interpretative panels about important plant foods such as yam daisy, wattle-seeds, orchid tubers,

## History Wall

Content (Bush Food, Medicine and Materials)

### BOGONG MOTHS

**Bogong Moths** were a rich bush food abundant in the mountain caves following the annual gatherings and corroboree at Queanbeyan Showgrounds in the summer months. The moth migration also signified to Ngambri Ngunnawal and their neighbours when to travel to the Brindabella mountains for corroboree and feasts.

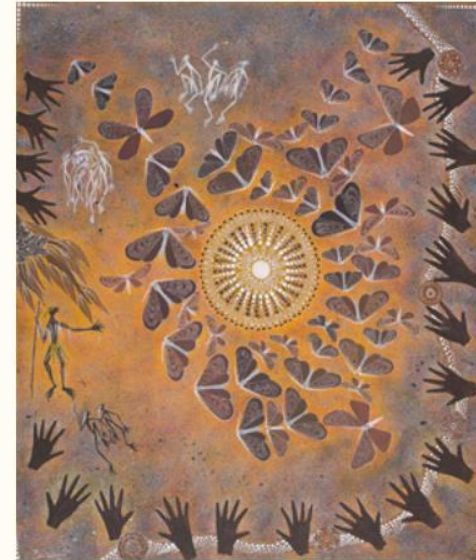
"The bogong numbers are too low – too much city not enough bush, too many lights" (Jim 'Boza' Williams, Ngambri Elder).

"The arrival of the bogong moths in Ngambri country indicated the start of a period of ceremonies for young men, for their initiation" (Matilda House)<sup>1</sup>.

There is potential for a last cut canopy screen over the existing concrete pad that would function as shaded shelter beside the new pavilion – featuring many bogong moths in flight during migration.

**Fauna** Enquire with Ngambri Ngunnawal people as to what animals inhabit the showground site. Eg Ngurrumirrgang (blue-tongue lizards)

<sup>1</sup> Bogong moths used to inspire social distancing at portrait gallery | The Canberra Times | Canberra, ACT



8.1 Kicked out of parliament, 2003, Jim 'Boza' Williams, Ngambri people



8.2 Bogong Moth, 2010

## Art Trail

### MESSAGE STICKS

Ngambri Ngunnawal people are preserving their culture by maintaining connections to land and through artistic expression and suggested a public art trail of 6-10 tall 'message sticks' and sculptures strategically located within the Queanbeyan Showgrounds relating to their cultural values that can be produced by 6-10 local Aboriginal artists selected and managed by the Ngambri Local Aboriginal Land Council and provide opportunity for critical cross generational engagement.

Arterial Design discussed options to deliver this public art on tall upscaled 'message sticks': a) artists apply art/designs directly to surface, or b) artists supply art/design drawings to Arterial Design to apply to surfaces under licensing agreement for the specific use on public art within the Queanbeyan Showgrounds that is compliant with enduring materials to last. Without a 'written language', these upscaled message sticks serve to communicate elements of Ngambri Ngunnawal culture in an aesthetical pleasing form, accompanied by QR Codes QR codes to identify each artist and story. Sculptures of significant Ngambri Ngunnawal ancestral totems such as Maliyan (eagle) and Umbe (crow) would be considered in collaboration with the Ngambri Local Aboriginal Land Council, and carved sculptures by Paul Girrawah House (recently commissioned by National Art Gallery<sup>1</sup>) that draws on traditional practice to carve designs onto trees as a place of cultural importance evidencing continuing connection to country.

### SCULPTURE

The traditional owners wish to have a trail of sculptures or signage to pay homage to outstanding contemporary Ngambri Ngunnawal people. Ngambri Ngunnawal people will advise.

<sup>1</sup> Dr Matilda House and Paul Girrawah House Interview - Ceremony: 4th National Indigenous Art Triennial - Digital Publication - National Gallery of Australia (nga.gov.au)



Message stick examples



9.1 Methalu Tharri (Smooth sailing), Reconciliation Place, Parkes



9.2 Sculpture Example - Healesville Sanctuary

## Welcome Panels

### Concept Sketch

Specific themes were identified in discussions with Ngambri Ngunnawal traditional owners. Information in each of these interpretative options can align with learning objectives within ACARA (Australian Curriculum, Assessment and Reporting Authority) that supports student education and therefore encourage school group visitation.

#### WELCOME

'Welcome': It is most appropriate to implement 'Welcome to Ngambri Ngunnawal country' interpretation at each of the four entrances to the Showgrounds (Glebe Ave, Cooma and Lowe Streets and Farrer Place) which can be delivered with respectful aesthetical design for visual impact. Paul Girrawah House supported the concept of an etched concrete barrier wall flanking the entrance road inside each gate with both language words and English for 'Welcome to Ngambri Ngunnawal country'.

#### LANGUAGE

The Ngambri Ngunnawal people wish to see random statements in Ngunnawal language to be dispersed throughout the Queanbeyan Showground precinct such as:

- Mulanggari your-wang (alive and strong)
- Ngunna yarabi-yengu (you are welcome to leave your footprint on our land)
- Paul Girrawah House to provide accurate language for statements such as:

'The spirit of the people is in the land'

'No language, no people'

#### PROPOSED LOCATION:

At each entry gate



#### PRELIMINARY CONCEPT SKETCHES:



Pedestrian Entry Sign



Driveway Entry Sign



10.1 Welcome to Country sign, Monero-Ngarigo country



10.2 Entry Statement, Alice Springs Telegraph Station



10.3 Sculpture Trail, Gungali Track, Korora Lookout

## Potential Facilities & Internal Wayfinding

It is important to ensure the showground facilities, existing and future, are clearly labeled for ease of navigation for visitors. A signage 'style' could be developed by Arterial (aligned with Subbick, D. 'Heritage Site Management: Queanbeyan Showground Conservation Management Plan') for the following categories:

- Building identification signs
- Lane, street names and paths signed within complex
- Car parks and camping areas signed
- Potential for water recreation structure
- Potential centre-based child care facility signed

Interpretation Signage:

- Environmental facilities
- Information and education facilities

Any proposed signage or access paths are to be approved by both Council and the Ngambri Ngunnawal traditional owners.

### Street Names

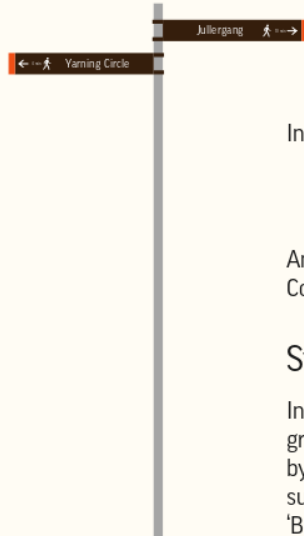
Internal street names on Ngambri country at the site connecting grandstands, exhibition pavilions, yards etc will be recommended by the Ngambri Local Aboriginal Land Council, which may include suggestions for significant people or language words such as Henry 'Black Harry' Williams Way, Nellie Hamilton Place, Malian or Mailyan Lane (ie the eagle), Walan Street (ie water) etc.

The new pavilion would also be a facility for the Ngambri Local Aboriginal Land Council to deliver general Aboriginal cultural heritage awareness training to Council staff and contractors for the management of Aboriginal heritage values in the Queanbeyan area.

### 'Non-Aboriginal heritage names'

In the spirit of reconciliation and healing, we recommend caution with regard to selection of settler names to be considered for street names because many were unsympathetic (ie Samuel Southwell) and known for ill treatment of Aboriginal people. It would be disrespectful to hero worship such non-Indigenous identities and contributes to inherited trauma for contemporary Ngambri Ngunnawal people. Some 'settler' names to be discussed with Ngambri Ngunnawal people for approval are:

- Timothy Beard – pardoned convict who occupied property on the Molongo River that he named 'Quinbean' in the mid 1820s.
- William Davis Wright (c.1843-1924) – rich squatter raised on Lanyon and Cuppercumbalong Stations to the south-west of Queanbeyan. He described Ngambri Ngunnawal people camping across the road from the Queanbeyan Showgrounds on Farrer Place (where police station is) in 1851 that included Neddy and Long Jimmy who conflicted resulting in Neddy's death. Long Jimmy then faced discipline from Neddy's family and was confronted in 'pay back' from Jimmy the Rover.
- John Palmer – early settler in 1828 who held 'Jerrabomberra' about two miles from what became the town of Queanbeyan.
- John Gale – founded the 'Golden Age' newspaper in 1850s and renamed it as 'Queanbeyan Age', recorded a corroboree at the Showgrounds in 1860 on the site of the P.A. & H Association that included Billy Chinnum (d.c.1860?).
- Samuel Shumack - also recorded a gathering in 1862.



Pedestrian 'street signs', re-coloured from Queanbeyan CBD Wayfinding Strategy DRAFT

## Education Booklet

### Concept

It was previously recommended that an informative booklet should be developed for local publication that will serve to educate the general public on the Aboriginal cultural values and history of the site. The booklet should be developed with the Ngambri Local Aboriginal Land Council and include valuable information cited on The History of Ngambri Country website created by Paul Girrawah House and Dr Matilda House as cultural knowledge holders. This booklet would also provide a respectful opportunity for Elder quotes and powerful compelling stories associated with 'pre and post contact' that underpin the landscape.



12.1 Reconciliation Action Plan (RAP), Re Design



12.2 Arcana Publication design by Aruliden, New York



12.3 O Turvo Publication design by Will Cega and Guilherme Teixeira, São Paulo

This publication should be developed to a high standard, with the booklet it's self presenting as an artistic expression of the lively cultural arts scene in and around Queanbeyan. It's encouraged for the layout to break free from standard publication design and be considered as an carefully curated artwork, created using a combination of digital design and printing methods.





arterial

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Melbourne VIC 3065  
Australia  
info@arterialdesign.com.au  
(03) 9419 5851

# QUEANBEYAN-PALERANG REGIONAL COUNCIL

## Council Meeting Attachment

23 NOVEMBER 2022

ITEM 9.7 NAMING OF NEW OFF LEAD DOG AREA - GOOGONG  
NEIGHBOURHOOD 2

ATTACHMENT 1 LETTER FROM PEET - GOOGONG NH2 DOG PARK NAMING

28 October 2022

Mr Bill Maleganeas  
Park Technical Officer  
Queanbeyan-Palerang Regional Council  
PO Box 90, Queanbeyan NSW 2620



**Googong NH2 Dog Park Naming**

Dear Bill,

I refer to the 12 August 2020 Planning and Strategy Meeting Minutes – **Attachment 1**.

Pursuant to section 7.10 item 3 in the council minutes whereby council resolved to hold no objection in GTPL coordinating nominations from the community and proposing any selected name for the future dog park in neighbourhood 2 stage 14.

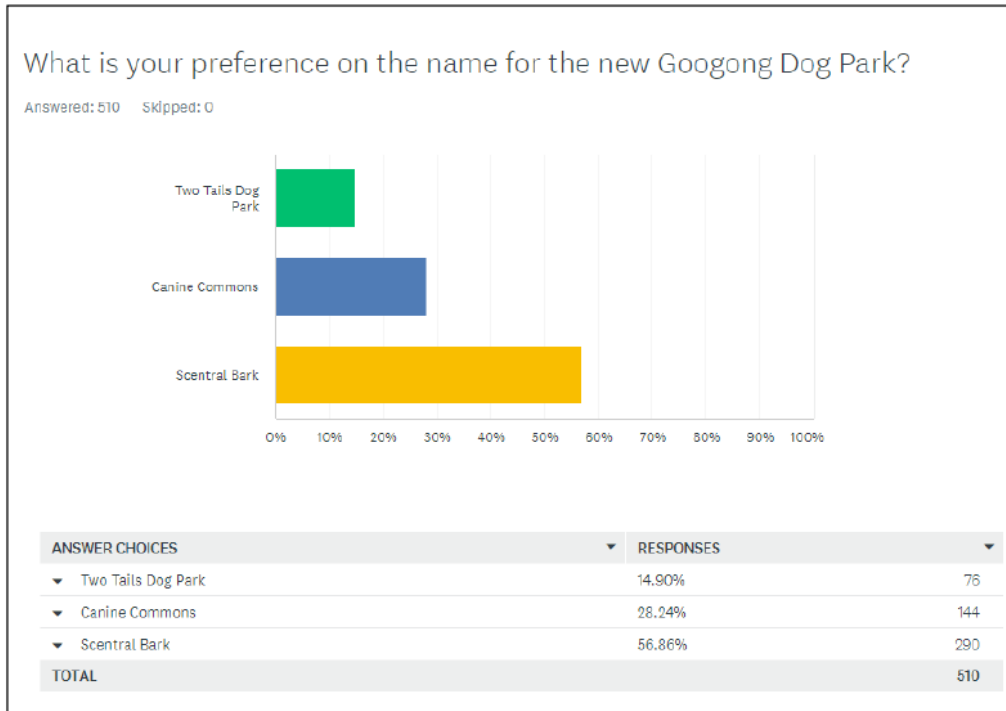


Screenshot of the Googong Masterplan showing the location of the dog park

Googong held an online survey using survey monkey in June 2022 inviting Googong residents to cast their vote on 3 names. Below are the results.

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**GOOGONG TOWNSHIP PTY LIMITED**  
Level 3 64 Allara Street Canberra ACT 2600. PO Box 1000 Civic Square ACT 2608  
Tel 02 6230 0800 Fax 6230 0811 [admin@googong.net](mailto:admin@googong.net) [www.Googong.net](http://www.Googong.net)  
Googong Township Pty Limited ACN 154 514 593 as trustee for Googong Township Unit Trust



GTPL hereby requests endorsement of 'Scentral Bark' as the name of the future dog park in neighbourhood 2 stage 14.

Yours sincerely,

Tim Corby  
Development Manager  
**Googong Township Pty Ltd**

**Attachment 1**



## PLANNING AND STRATEGY COMMITTEE OF THE WHOLE MEETING

Council at its meeting of 23 November 2016 resolved (M/N 295/16) as follows:

The Planning and Strategy Committee of the Whole be delegated authority in accordance with Section 377 of the *Local Government Act 1993* to determine matters pursuant to the:

- *Environmental Planning and Assessment Act 1979*
- *Local Government Act 1993*
- *Swimming Pools Act 1992*
- *Roads Act 1993*
- *Public Health Act 2010*
- *Heritage Act 1977*
- *Protection of the Environment Operations Act 1997*

MINUTES OF THE PLANNING AND STRATEGY COMMITTEE OF THE WHOLE OF THE QUEANBEYAN-PALERANG REGIONAL COUNCIL held at the Council Chambers, 253 Crawford St, Queanbeyan on Wednesday, 12 August 2020 commencing at 5.30pm.

### ATTENDANCE

**Councillor:** Cr Overall (Chair), Crs Biscotti, Brown (from 5.33pm), Harrison, Hicks, Marshall, Schweikert (from 5.40pm) and Taylor.

**Staff:** P Tegart, CEO/General Manager; M Thompson, Portfolio General Manager Natural and Built Character; P Hansen, Portfolio General Manager Community Connections; J Richards, Portfolio General Manager Community Choice and A Knight, Portfolio General Manager Organisational Capability.

**Also Present:** L Ison (Minute Secretary).

#### 1. OPENING

The meeting opened at 5.31pm.

#### 2. ACKNOWLEDGEMENT OF COUNTRY

The Mayor acknowledged the traditional custodians of the land upon which the meeting was held.

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This is Page 1 of the Minutes of the Planning and Strategy Committee of the Whole of the QUEANBEYAN-PALERANG REGIONAL COUNCIL held 12 August 2020.

Cr Tim Overall - Mayor, Chairperson

**MINUTES - PLANNING AND STRATEGY COMMITTEE OF THE WHOLE 12 AUGUST 2020**

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**3. APOLOGIES AND APPLICATIONS FOR A LEAVE OF ABSENCE BY COUNCILLORS**

PLA101/20

**RESOLVED (Taylor/Hicks)**

That apologies for non-attendance from Crs Noveska and Winchester be received and that leave of absence be granted.

The resolution was carried unanimously.

**4. DISCLOSURES OF INTEREST**

PLA102/20

**RESOLVED (Taylor/Hicks)**

That Councillors and staff now disclose any interests and reasons for declaring such interest in the matters under consideration by Council at this meeting.

The resolution was carried unanimously.

There were no disclosures.

**5. ADJOURNMENT FOR PUBLIC FORUM**

At this stage of the proceedings, the time being 5.32pm, Cr Overall advised that the meeting should now adjourn for the Public Forum.

PLA103/20

**RESOLVED (Overall/Hicks)**

That the meeting be adjourned to conduct the Public Forum.

The resolution was carried unanimously.

**ADJOURNMENT:** The meeting adjourned for the Public Forum at 5.32pm and resumed at 5.37pm.

During the Public Forum Cr Brown joined the meeting at 5.33pm.

**6. MAYORAL MINUTE**

There was no Mayoral Minute.

Cr Schweikert joined the meeting at 5.40pm.

**MINUTES - PLANNING AND STRATEGY COMMITTEE OF THE WHOLE 12 AUGUST 2020**

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**7. REPORTS TO COUNCIL - ITEMS FOR DETERMINATION**

**7.1 Development Application DA.2019.1199 - Demolition of Dwelling and Secondary Dwelling; Construction of Multi Dwelling Housing – Three Dwellings and Strata Subdivision - 5 Ross Road, Crestwood**

PLA104/20

**RESOLVED (Hicks/Taylor)**

That:

1. Approval be granted to a variation to Part 3C of Queanbeyan Development Control Plan 2012 for controls relating to minimum lot width, side setbacks, solar access and primary private open space forward of the building line for the following reasons:
  - (a) The proposed multi-unit development has been designed to accommodate the site width and is not considered to result in an over development of the site.
  - (b) Side setback encroachments are unlikely to result in any significant impact upon the streetscape or cause privacy issues to adjoining lots.
  - (c) The variation to solar access to private open space of the adjoining lot is considered to be of minimal impact. The adjoining development will retain a useable portion of private open space which receives solar access on 21 June.
  - (d) The variation to the front setback for private open space forward of the building line is considered to be acceptable due to the proposed landscaping treatment.
2. A further condition be added requiring details of the stacker parking arrangements before issue of a construction certificate.
3. Development application DA.2019.1199 for a demolition of dwelling and secondary dwelling; construction of multi dwelling housing – three dwellings, and strata subdivision on Lot 3 DP 12593, No.5 Ross Road, Crestwood be granted conditional approval.

For: Crs Biscotti, Brown, Harrison, Hicks, Overall, Schweikert and Taylor

Against: Cr Marshall



**MINUTES - PLANNING AND STRATEGY COMMITTEE OF THE WHOLE 12 AUGUST 2020**

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- 7.2 **Development Application DA.2020.1135 - 37 Lot Torrens Subdivision, Construction of 36 Dwelling Houses and a Multi-Dwelling Housing Development Comprising 17 dwellings and Associated Strata Subdivision - Super Lot AK - 360A Lanyon Drive, Tralee**
- PLA105/20 **RESOLVED (Hicks/Harrison)**
- That Development application DA.2020.1135 for a 37 Lot Torrens subdivision, construction of 36 dwelling houses and a multi-dwelling housing development comprising 17 dwellings and associated strata subdivision on Lot 4 DP 1007339, No. 360A Lanyon Drive Tralee – Proposed Super Lot AK be granted conditional approval.
- For: Crs Biscotti, Brown, Harrison, Hicks, Overall, Schweikert and Taylor  
Against: Cr Marshall
- 7.3 **Development Application DA.2020.1103 - Construction of a Dwelling and Attached Garage Requiring a Building Envelope Variation - 51 Widgiewa Road, Carwoola**
- PLA106/20 **RESOLVED (Biscotti/Hicks)**
- That:
1. Pursuant to clause 1.9A of the Palerang Local Environmental Plan 2014, Council approve a variation to the existing building envelope on Lot 2 DP 1184200, 51 Widgiewa Road as detailed on Survey Plan 1531 prepared by TSD Surveying dated 28 February 2020 for the following reasons:
    - (a) The variation will allow the applicant to utilise the existing pad, improve the northern aspect of the dwelling whilst maximising the view and create additional separation from the northern boundary.
    - (b) The variation is considered minor and has minimal impacts on adjoining lots and the environment.
    - (c) Council will require the extended building envelope to be registered on the land title to encompass the structure only.
    - (d) The proposal is consistent with the objectives of the Palerang Local Environmental Plan 2014 - E4 - Environmental Living Zone.
    - (e) The proposed construction of the dwelling with attached garage is consistent with the objectives of the Palerang Development Control Plan 2015.
  2. Development application DA.2020.1103 for the construction of a dwelling with attached garage and building envelope extension on Lot 2 DP 1184200, 51 Widgiewa Road, Carwoola be granted conditional approval.
- The resolution was carried unanimously.

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This is Page 4 of the Minutes of the Planning and Strategy Committee of the Whole of the QUEANBEYAN-PALERANG REGIONAL COUNCIL held 12 August 2020.

Cr Tim Overall - Mayor, Chairperson

**MINUTES - PLANNING AND STRATEGY COMMITTEE OF THE WHOLE 12 AUGUST 2020**

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**7.4 Modification Application 82/96.A - Modification of Eight Lot Torrens Title Subdivision - 536 Duckfield Road, Boro**

PLA107/20

**RESOLVED (Harrison/Hicks)**

That:

1. Modification application 82/96.A for a modification of DA 82/96 for an eight lot Torrens title subdivision of Lot 27 DP 754867, Lot 114 DP 754867, Lot 115 DP 754867, Lot 120 DP 754867, Lot 121 DP 754867, No.536 Duckfield Road Boro, to reconfigure the lot layout and change the required road standard be granted partial approval noting that the proposed modification to condition 5 relating to the road construction standard is not supported and with the following amendments to the conditions of consent:

- a) Replace condition 1 as follows:

1 Modified Plans

The development referred to in the application is to be carried out in accordance with the original approved plans except as modified by the plans numbered 82/96.A and in accordance with this schedule of conditions.

*Reason: Development is undertaken in accordance with this consent & is used for the approved purpose only.*

- b) Insert new conditions 11 and 12 as follows:

11 Special Condition – Lot 5

Prior to the issue of a Subdivision Certificate the boundaries of Lot 5 are to be amended to achieve a minimum lot size of 40ha excluding road reserves within the allotment. Plans demonstrating such changes are to be submitted to Council with the Subdivision Certificate Application.

*Reason: To ensure all allotments exceed minimum legislative lot sizes.*

12 Covenant on the Land

Apply covenants under section 88B of the Conveyancing Act 1919 to the new lots incorporating the restrictions listed below. Queanbeyan-Palerang Regional Council shall be nominated as the sole party with the power to vary or remove the required covenants.

- a) Creation of effluent disposal envelopes upon Lots 1, 2 and 3 as shown within the Site and Soil Assessment for On-site Effluent Disposal prepared by Peter Fogarty and dated September 2006 noting that all wastewater upon these allotments is to also be treated to a secondary standard and disposed of within the envelope;
- b) Creation of effluent disposal envelopes upon Lot 3 as shown within the Site and Soil Assessment for On-site Effluent Disposal prepared by Peter Fogarty and

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This is Page 5 of the Minutes of the Planning and Strategy Committee of the Whole of the QUEANBEYAN-PALERANG REGIONAL COUNCIL held 12 August 2020.

Cr Tim Overall - Mayor, Chairperson

**MINUTES - PLANNING AND STRATEGY COMMITTEE OF THE WHOLE 12 AUGUST 2020**

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dated September 2006 noting that all wastewater upon this allotment is to be treated using an amended soil mound; and disposed of within the envelope.

*Reason: To ensure public utility services, access and restrictions are legalised over the land.*

2. Those persons who lodged a submission(s) on the application be advised in writing of the determination of the application.

The resolution was carried unanimously.

**7.5 Modification Application 83/96.A - Modification of Ten Lot Torrens Title Subdivision - 536 Duckfield Road, Boro**

PLA108/20

**RESOLVED (Harrison/Hicks)**

That:

- 1) Modification application 83/96.A for a modification of DA 83/96 for a ten lot Torrens title subdivision of Lot 54 DP 754867, No. 536 Duckfield Road Boro, to reconfigure the lot layout and change the required road standard be granted partial approval noting the proposed modification to condition 5 relating to the road construction standard is not supported and with the following amendments to the conditions of consent:

- a) Replace condition 1 as follows:

1 Modified Plans

The development referred to in the application is to be carried out in accordance with the original approved plans except as modified by the plans numbered 83/96.A and in accordance with this schedule of conditions.

*Reason: Development is undertaken in accordance with this consent & is used for the approved purpose only.*

- b) Insert new conditions 10 and 11 as follows:

10 Special Condition – Lot 105

Prior to the issue of a Subdivision Certificate the boundaries of Lot 105 are to be amended to achieve a minimum lot size of 40ha excluding road reserves within the allotment. Plans demonstrating such changes are to be submitted to Council with the Subdivision Certificate Application.

*Reason: To ensure all allotments exceed minimum legislative lot sizes.*

11 Covenant on the Land

Apply covenants under section 88B of the Conveyancing Act 1919 to the new lots incorporating the restrictions listed below. Queanbeyan-Palerang Regional Council shall be nominated as the sole party with the power to vary or remove the required covenants.

- a) Creation of effluent disposal envelopes upon Lots

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This is Page 6 of the Minutes of the Planning and Strategy Committee of the Whole of the QUEANBEYAN-PALERANG REGIONAL COUNCIL held 12 August 2020.

Cr Tim Overall - Mayor, Chairperson

**MINUTES - PLANNING AND STRATEGY COMMITTEE OF THE WHOLE 12 AUGUST 2020**

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106, 107 and 108 as shown within the Site and Soil Assessment for On-site Effluent Disposal prepared by Peter Fogarty and dated September 2006 noting that all wastewater upon these allotments is to also be treated to a secondary standard and disposed of within the envelope;

- b) Creation of a Right of Access 20m wide in favour of proposed Lot 110 over proposed Lot 105,
- c) Prohibiting construction of buildings outside of the building envelope upon Lot 106 shown on Plan No. 21400-DA83/96 - 20190920 prepared by CPC Land Development Consultants Pty Ltd;

*Reason: To ensure public utility services, access and restrictions are legalised over the land.*

- 2) Those persons who lodged a submission(s) on the application be advised in writing of the determination of the application.

The resolution was carried unanimously.

**7.6 Modification Application DA.2018.077.A - Minor changes to Dwelling and Removal of Contributions for Dual Occupancy - 6 Reardon Place, Bungendore**

**Procedural motion**

PLA109/20

**RESOLVED (Harrison/Schweikert)**

That Item 7.6: Modification Application DA.2018.077.A - Minor changes to Dwelling and Removal of Contributions for Dual Occupancy - 6 Reardon Place, Bungendore, be dealt with in Closed Session in accordance with s10(A) (b) of the *Local Government Act 1993* because it contains discussion in relation to the personal hardship of a resident or ratepayer and discussion of the matter in an open meeting would be, on balance, contrary to the public interest.

The resolution was carried unanimously.

**MINUTES - PLANNING AND STRATEGY COMMITTEE OF THE WHOLE 12 AUGUST 2020**

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- 7.7 **Sutton Planning Proposal Lot 3 DP 1074706 No.202 Goolabri Drive - Outcome of Negotiation to Protect Vegetation**
- PLA110/20 **RESOLVED (Marshall/Hicks)**
- That Council:
1. Adopt the amendment to the Sutton Planning Proposal (DPIE reference: PP\_2016\_QPREG\_002\_03) Lot 3 DP 1074706 at 202 Goolabri Drive, Sutton), to rezone part of the site from E4 Environmental Living to E2 Environmental Conservation.
  2. As the local plan-making authority under s3.36 *Environmental Planning & Assessment Act 1979*, take all actions to make the Plan which will amend the Palerang Local Environmental Plan 2014 to allow subdivision of Lot 3 DP 1074706 at 202 Goolabri Drive, Sutton into no more than six lots and to rezone part of the lot from E4 Environmental Living to E2 Environmental Conservation.
  3. Request the Department of Planning, Industry and Environment to notify (gazette) the Plan.
- The resolution was carried unanimously.
- 7.8 **Review of State Strategic Plan – A Vision for Crown Land**
- PLA111/20 **RESOLVED (Taylor/Overall)**
- That Council lodge a submission to the NSW Department of Planning, Industry and Environment on the State Strategic Plan – A Vision for Crown Land based on the issues raised in this report.
- The resolution was carried unanimously.
- 7.9 **Street Naming Proposal - Cavan Rise - Googong NH1 - Stage 4D**
- PLA112/20 **RESOLVED (Biscotti/Hicks)**
- That Council:
1. Adopt in principle the name 'Cavan Rise' as the proposed name for the new road identified within Googong Neighbourhood 1, Stage 4D.
  2. Advertise the name for public comment for 28 days.
  3. Publish a notice in the NSW Government Gazette if no objections are received.
- The resolution was carried unanimously.

**MINUTES - PLANNING AND STRATEGY COMMITTEE OF THE WHOLE 12 AUGUST 2020**

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7.10 **Naming of New Parks, Reserves and Sportsgrounds - Googong**  
PLA113/20 **RESOLVED (Taylor/Biscotti)**

That Council:

1. Endorse the following names for exhibition for a period of 28 days:  
Parks:
  - Bunyip Park
  - McFarlane Park
  - Brewer GardensSporting Facilities:
  - Googong Indoor Pool and Sports Centre
  - Googong Netball Courts
  - Glenrock Tennis Centre
2. Notify GTPL that these names have been accepted if no objections are received.
3. Advise GTPL that it has no objection to the naming of the proposed off-lead dog area by them coordinating nominations from the community and seeking Council's endorsement of any selected name.
4. Advise GTPL that that their proposed names for sports grounds are not suitable and that a further report come before Council recommending names selected from members of Queanbeyan's Sporting Gallery who are deceased.
5. Endorse the Naming of Parks, Reserves and Sports Facilities policy.

The resolution was carried unanimously.

7.11 **Review of Alcohol Restricted Areas**  
PLA114/20 **RESOLVED (Taylor/Biscotti)**

That:

1. Council place the proposed Alcohol Free Zones (AFZs) and proposed Alcohol Prohibited Areas (APAs) as specified in Attachment 1 on public exhibition for a period of 28 days and seek stakeholder comments as required in the Ministerial Guidelines.
2. Following exhibition and stakeholder consultation, a report be prepared for Council's consideration detailing the submissions and suggested outcomes of the exhibition period.

The resolution was carried unanimously.

**MINUTES - PLANNING AND STRATEGY COMMITTEE OF THE WHOLE 12 AUGUST 2020**

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7.12 **Queanbeyan CBD Place Plan**

PLA115/20

**RESOLVED (Hicks/Taylor)**

That Council:

1. Note and receive the Community Engagement Report.
2. Adopt the Queanbeyan Place Plan.

The resolution was carried unanimously.

7.13 **Policy Harmonisation**

**MOVED (Harrison/Hicks)**

That Council:

1. Adopt the following revised documents as amended as per the attachments:
  - Property Policy
  - Property Strategy
  - Compliance and Enforcement Policy
  - Privacy Policy and Plan
  - Councillor and Staff Interaction Policy
  - Donations Policy
  - Risk Management Policy
  - Section 355 Committee Guidelines
  - Potable and Recycled Water Supply Policy
2. Rescind previous versions of these documents.
3. Rescind the QPRC Public Forum Policy Guidelines 2017.

**AMENDMENT (Overall/Taylor)**

That Council:

1. Adopt the following revised documents as amended and as per the attachments:
  - Property Policy
  - Property Strategy
  - Compliance and Enforcement Policy
  - Privacy Policy and Plan
  - Councillor and Staff Interaction Policy
  - Risk Management Policy
  - Potable and Recycled Water Supply Policy
2. Amend the draft Donations Policy with the following adjustments:
  - a. Reinstate Clause 2.6.3(b) from the previously adopted version with the following modification as follows:

2.6.3(e) Council may at its discretion consider upon application a one-off rates rebate for sporting, recreational and other community organisations that are able to demonstrate registered not for profit status with the Australian Charities and Not-for-Profit Commission and/or a legal entity registered with ASIC and has Not-

**MINUTES - PLANNING AND STRATEGY COMMITTEE OF THE WHOLE 12 AUGUST 2020**

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for-Profit in its organisational objectives.

- b. Delete 2.6.3 NOTE 3.
3. Exhibit the section 355 Guidelines and Donations Policy with a further report to Council.
4. Rescind previous versions of these documents.
5. Rescind the QPRC Public Forum Policy Guidelines 2017.

The amendment (of Crs Overall and Taylor) was PUT and CARRIED and became the motion.

For: Crs Biscotti, Brown, Harrison, Hicks, Overall, Schweikert and Taylor

Against: Crs Harrison

The motion (of Crs Overall and Taylor) was PUT and CARRIED.

PLA116/20

**RESOLVED (Overall/Taylor)**

That Council:

1. Adopt the following revised documents as amended and as per the attachments:
  - Property Policy
  - Property Strategy
  - Compliance and Enforcement Policy
  - Privacy Policy and Plan
  - Councillor and Staff Interaction Policy
  - Risk Management Policy
  - Potable and Recycled Water Supply Policy
2. Amend the draft Donations Policy with the following adjustments:
  - a. Reinstate Clause 2.6.3(b) from the previously adopted version with the following modification as follows:

2.6.3(e) Council may at its discretion consider upon application a one off rates rebate for sporting, recreational and other community organisations that are able to demonstrate registered not for profit status with the Australian Charities and Not-for-profit Commission and/or a legal entity registered with ASIC and has Not-for-profit in its organisational objectives.
  - b. Delete 2.6.3 NOTE 3.
3. Exhibit the section 355 guidelines and Donations policy with a further report to Council.
4. Rescind previous versions of these documents.
5. Rescind the QPRC Public Forum Policy Guidelines 2017.

The resolution was carried unanimously.



**MINUTES - PLANNING AND STRATEGY COMMITTEE OF THE WHOLE 12 AUGUST 2020**

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- 7.14 **Local Government NSW Annual Conference 2020**
- PLA117/20 **RESOLVED (Taylor/Hicks)**
- That Council:
1. Nominate three Councillors, in addition to the Mayor, to register and be voting delegates for motions at the LGNSW Annual Conference to be held 22 – 24 November 2020 in Lovedale NSW.
  2. Consider whether it wishes to submit one or more motions for the 2020 Conference.
- The resolution was carried unanimously.
- The following Councillors were nominated as voting delegates at the LGNSW Annual Conference:
- Cr Schweikert
  - Cr Biscotti
  - Cr Hicks
- 8. REPORTS TO COUNCIL - ITEMS FOR INFORMATION**
- 8.1 **Update on Transfer of Responsibilities under the *Crown Lands Management Act 2016***
- PLA118/20 **RESOLVED (Marshall/Schweikert)**
- That the report be received for information.
- The resolution was carried unanimously.
- 8.2 **Food Surveillance Activity Report 2019-20**
- PLA119/20 **RESOLVED (Marshall/Schweikert)**
- That the report be received for information.
- The resolution was carried unanimously.
- 8.3 **Update on Renewable Energy and Energy Efficiency Project Savings - Case Study Projects**
- PLA120/20 **RESOLVED (Marshall/Harrison)**
- That the report be received for information.
- The resolution was carried unanimously.

**MINUTES - PLANNING AND STRATEGY COMMITTEE OF THE WHOLE 12 AUGUST 2020**

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**9. REPORTS OF COMMITTEES**

- PLA121/20
- 9.1 Minutes of the Braidwood and Curtilage Heritage Advisory Committee held 9 July 2020**
- RESOLVED (Marshall/Schweikert)**
- That Council note the Minutes of Braidwood and Curtilage Heritage Advisory Committee held on 9 July 2020 including recommendation B&C HAC 01/20 as follows:
- B&C HAC 01/20 The Committee recommends that if the subdivision is to be approved, the buffer to the cemetery is to be increased by at least 10m and dense tree planting to the provided to screen the cemetery.
- The resolution was carried unanimously.
- PLA122/20
- 9.2 Minutes of the QPRC Heritage Advisory Committee Meeting held 16 July 2020**
- RESOLVED (Overall/Schweikert)**
- That Council note the Minutes of QPRC Heritage Advisory Committee held on 16 July 2020 including recommendation QPRC HAC 02/21 as follows:
- QPRC HAC 02/21 That the Committee has no objection to the proposal subject to the building design including articulation of the front façade (which could include a front verandah and front door) and some open timber cladding underneath the building on the front façade of the supporting columns.
- The resolution was carried unanimously.
- PLA123/20
- 9.3 Minutes of the Environment and Sustainability Advisory Committee held on 6 May 2020**
- RESOLVED (Marshall/Hicks)**
- That Council note the minutes of Environment and Sustainability Advisory Committee held on 6 May 2020 and in particular note recommendation QPRC ESAC 01/20 as follows:
- QPRC ESAC 01/20 That Council invest additional resources in weed management of biosecurity weeds not under control in LGA.
- The resolution was carried unanimously.

**MINUTES - PLANNING AND STRATEGY COMMITTEE OF THE WHOLE 12 AUGUST 2020**

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9.4 **Minutes of the Environment and Sustainability Advisory Committee Meeting of 15 July 2020**  
PLA124/20 **RESOLVED (Marshall/Hicks)**  
That Council note the minutes of Environment and Sustainability Advisory Committee held on 15 July 2020.

The resolution was carried unanimously.

**Procedural motion**

**MOVED (Marshall)**

That Council agree to consider a matter of urgency regarding the removal of elm trees in Bungendore.

The motion (of Cr Marshall) lapsed for want of a seconder.

**10. NOTICE OF INTENTION TO DEAL WITH MATTERS IN CLOSED SESSION**

At this stage of the proceedings Cr Overall advised that there was an item on the Agenda that should be dealt with in Closed Session.

**11. REPORTS FOR CLOSED SESSION**

PLA125/20 **RESOLVED (Overall/Taylor)**

That pursuant to Section 10A of the *Local Government Act, 1993*, the following items on the agenda for the Planning and Strategy meeting be dealt with in Closed Session for the reasons specified below:

**Item 7.6 Modification Application DA.2018.077.A - Minor changes to Dwelling and Removal of Contributions for Dual Occupancy - 6 Reardon Place, Bungendore**

*Item 7.6 is confidential in accordance with s10(A) (b) of the Local Government Act 1993 because it contains discussion in relation to the personal hardship of a resident or ratepayer and discussion of the matter in an open meeting would be, on balance, contrary to the public interest.*

The resolution was carried unanimously.

The meeting then moved into Closed Session at 6.32pm to discuss the matter listed above.

**MINUTES - PLANNING AND STRATEGY COMMITTEE OF THE WHOLE 12 AUGUST 2020**

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7.6 **Modification Application DA.2018.077.A - Minor changes to Dwelling and Removal of Contributions for Dual Occupancy - 6 Reardon Place, Bungendore**

PLA126/20

**RESOLVED (Schweikert/Harrison)**

That modification application DA.2018.077.A for a modification to a Dual Occupancy – Dwelling on Lot 15 DP 800095 No. 6 Reardon Place, Bungendore be approved subject to amending the following conditions of consent:

a) Condition to be amended:

Condition 1 to be amended to reflect amended floor plans.

b) New Condition 54A to be inserted:

54A. Payments made in relation to Conditions 49, 50, 51, 52, 53 and 54 may be provided to Council in 10 annual instalments with the first payment being made prior to occupation of the proposed dual occupancy with the outstanding contributions being made on the anniversary of the first payment in nine annual instalments; or payment in full of the balance if the property is sold within 10 years.

The resolution was carried unanimously.

PLA127/20

**RESOLVED (Overall/Taylor)**

That the meeting now return to Open Session.

The resolution was carried unanimously.

The meeting returned to Open Session at 7.01pm.

In accordance with Clause 253 of the Local Government (General) Regulations 2005, the Mayor then read out the decisions of Council made in Closed Session.

**12. CONCLUSION OF THE MEETING**

The time being 7.03pm, the Mayor announced that the Agenda for the meeting had now been completed.

**CR TIM OVERALL  
MAYOR  
CHAIRPERSON**

# QUEANBEYAN-PALERANG REGIONAL COUNCIL

## Council Meeting Attachment

23 NOVEMBER 2022

ITEM 9.9            DRAFT QPRC BIN INSPECTION AND CONTAMINATION  
POLICY

ATTACHMENT 1    DRAFT BIN INSPECTION AND CONTAMINATION POLICY



# QPRC Bin Inspection and Contamination Policy

<b>Date policy was adopted:</b>		<b>CEO Signature and date</b>
<b>Resolution number:</b>		
<b>Next Policy review date:</b>		
<b>Reference number:</b>		
<b>Strategic Pillar</b>		
<b>Responsible Branch</b>		
		DD/MM/YYYY

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Document Set ID: 1717204  
Version: 2, Version Date: 12/09/2022

## BIN INSPECTION AND CONTAMINATION POLICY

### 1 OUTCOMES

- 1.1 Improved waste education programs and messaging.
- 1.2 Improved resident waste contamination awareness.
- 1.3 Reduced waste contamination rates and reduced costs to ratepayers.

### 2 POLICY

- 2.1 Council operates a routine bin inspection program focussed on improving knowledge and understanding of waste management.
- 2.2 If bin contamination is observed, Council staff will manage the contamination issue in accordance with this policy.
- 2.3 Repeated contamination of bins at an individual property may result in the temporary suspension of collections or temporary increase in user charges.
- 2.4 Council will endeavour to keep education material placed on bins up to date, however, the information on Council's website will take precedence in the event of any conflict between the two.

### 3 SCOPE OF THE POLICY

- 3.1 The policy covers any property that receives a kerbside waste collection service, including any property where Council or its Contractors enter private property to collect waste.

### 4 DEFINITIONS

- 4.1 Bulky Bin – any waste receptacle provided by Council greater than 360L
- 4.2 Contamination – placement of Prohibited Material within a Council supplied bin
- 4.3 Contamination Event – an instance where Significant Contamination is observed by a Waste Officer or a Contractor engaged by Council in the routine provision of waste management or waste education
- 4.4 Contaminated Waste Stream – a Waste Stream that has had a Third Contamination Event.
- 4.5 First Contamination Event – a Contamination Event of an individual Waste Stream that is more than 6 months since the previous contamination event (if applicable)
- 4.6 MGB (Mobile Garbage Bin) – a 'wheelie' bin up to 360L
- 4.7 MUD (Multi-Unit Dwelling) – a dwelling located within a strata development or any other property with multiple dwellings
- 4.8 Prohibited Material – waste material that does not comply with the information available on Council's website and education material on bins for the respective Waste Stream
- 4.9 Second Contamination Event – a Contamination Event of an individual Waste Stream that is within 6 months of a First Contamination Event
- 4.10 Significant Contamination – Contamination, that in the opinion of a Waste Officer, is of sufficient volume or severity that it constitutes an unacceptable environmental, safety or financial risk to the general public or downstream processing operators
- 4.11 SUD (Single Unit Dwelling) – a single dwelling located on a separately titled property
- 4.12 Third Contamination Event – a Contamination Event of an individual Waste Stream that is within 6 months of a Second Contamination Event
- 4.13 Waste Contractor – a third party engaged by Council in the provision of waste management services
- 4.14 Waste Officer – a Council employee engaged in the routine provision of waste management or waste education

[ 2 ]

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BIN INSPECTION AND CONTAMINATION POLICY

4.15 Waste Stream – a Waste Stream, being residual waste, commingled household recyclables or household organics

**5 LEGISLATIVE OBLIGATIONS AND/OR RELEVANT STANDARDS**

5.1 s8A Local Government Act 1993 (NSW)

5.2 s502 Local Government Act 1993 (NSW)

**6 CONTENT**

**6.1 Bin Use Terms and Conditions**

6.1.1 Council's terms and conditions for the supply and use of bins are shown on Council's website.

**6.2 Bin Inspection Program**

6.2.1 Waste Officers and Waste Contractors may inspect any bin placed out for collection.

6.2.2 Waste Officers and Waste Contractors will not enter private property to inspect bins except where waste collection vehicles or personnel are required to enter private property to empty bins.

6.2.3 Waste collection vehicles are fitted with closed-circuit television cameras to capture images and recordings of waste as it is emptied into waste collection vehicles. Images and recordings will be reviewed as part of this program and used to manage contamination in accordance with this policy.

6.2.4 If Significant Contamination is observed, the Contamination Management Process will be followed.

**6.3 Contamination Management Process**

6.3.1 If Significant Contamination is observed prior to collection, the following actions will be taken:

SUD & Other MGB	MUD & Other Bulky Bin
<ul style="list-style-type: none"> <li>A tag will be placed on the relevant bin identifying the issue and the required actions</li> <li>The bin will be pulled back from the kerb/road and turned so that the handles face the road</li> <li>The bin will not be collected by the waste collection vehicle unless the issue is addressed and, if the collection vehicle has already left the area, the relevant fee is paid prior to the collection vehicle returning to empty the relevant bin</li> <li>Details of the property, photos of the Contamination and the issue(s) will be recorded for follow up</li> </ul>	<ul style="list-style-type: none"> <li>A tag will be placed on the relevant bin identifying the issue and the required actions</li> <li>The bin will not be collected by the waste collection vehicle unless the issue is addressed and, if the collection vehicle has already left the area, the relevant fee is paid prior to the collection vehicle returning to empty the relevant bin. Managing agents may arrange to have the bin emptied at their expense by an alternative contractor</li> <li>Details of the property, photos of the Contamination and the issue(s) will be recorded for follow up</li> </ul>

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BIN INSPECTION AND CONTAMINATION POLICY

6.3.2 Contamination Events in SUD or Other MGB will be managed in accordance with the following table.

Contamination Event	Primary Response	Action to be taken
<b>First Contamination Event</b>	Council will address the matter through education	A letter will be sent to the appropriate person to: <ul style="list-style-type: none"> <li>• Inform them of the Contamination Event</li> <li>• Provide information on what is accepted in the subject Waste Stream</li> <li>• Invite them to contact a Waste Officer to discuss the matter</li> </ul>
<b>Second Contamination Event</b>	Council will address the matter through education and advise of the potential for escalation	A letter will be sent to the appropriate person to: <ul style="list-style-type: none"> <li>• Inform them of the Contamination Event including details of the First Contamination Event</li> <li>• Provide information on what is accepted in the subject Waste Stream</li> <li>• Invite them to contact a Waste Officer to discuss the matter</li> <li>• Advise that on-going Contamination issues will be addressed through suspension of waste services</li> <li>• Advise that Council will be undertaking targeted inspections of bins at the subject property</li> </ul>
<b>Third Contamination Event</b>	Council will address the matter through enforcement	A letter will be sent to the appropriate person to: <ul style="list-style-type: none"> <li>• Inform them of the Contamination Event including the details of the First and Second Contamination Event</li> <li>• Provide information on what is accepted in the subject Waste Stream</li> <li>• Advise that the Contaminated Waste Stream will not be collected for a period of three (3) months and that no refund or reduction in waste management charges will be provided</li> <li>• Advise that Council will be undertaking targeted inspections of the remaining bins at the subject property</li> <li>• Advise where they can take relevant waste during the suspension period</li> </ul>

6.3.3 Contamination Events in MUD or Other Bulky Bin will be managed in accordance with the following table.

Contamination Event	Primary Response	Actions to be taken
<b>Any</b>	Council will address the matter through education	A letter will be sent to the appropriate person to: <ul style="list-style-type: none"> <li>• Provide information on the Contamination including a photo of the Contamination</li> <li>• Provide information on what is accepted in the subject Waste Stream</li> <li>• Notify them of the actions required</li> <li>• Invite them to contact a Waste Officer to discuss the matter</li> </ul>

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BIN INSPECTION AND CONTAMINATION POLICY

6.3.4 Correspondence will be sent to the appropriate person as defined in the following table.

SUD & Other MGB	MUD & Other Bulky Bin
<ul style="list-style-type: none"> <li>• “The Resident” at the physical address; and</li> <li>• The Property Owner at the mailing address held by Council</li> </ul>	<ul style="list-style-type: none"> <li>• “The Managing Agent” for MUDs; or</li> <li>• “The Managing Agent” for premises where multiple entities use the bulky bins; or</li> <li>• “The Manager” for premises where only one entity uses the bulky bins</li> </ul>

- 6.3.5 The contamination management process will not apply where contamination is identified through a bin audit program.
- 6.3.6 If contamination is noted but it does not reach the level of a Contamination Event, a Waste Officer may elect to send a courtesy letter advising of the issue.
- 6.3.7 Contamination will apply by Waste Stream. For example, Significant Contamination of a recycling bin will only count as a Second Contamination Event if there has been a First Contamination Event related to recycling.
- 6.3.8 Council will maintain a register of Contamination Events.

**6.4 Reducing the Contamination Event Level**

6.4.1 The Contamination Event may be lowered in the following circumstances

Circumstance	Applicable Dwelling Type	Response	Evidence Required
<b>More than 6 months between Contamination Events</b>	SUD	The Contamination Event level will be lowered to the next lowest Contamination Event (i.e. if the last Contamination Event was a Second Contamination Event and there are no further Contamination Events within 6 months, the next Contamination Event will also be a Second Contamination Event)	Nil
<b>Property Owner advises that new tenants have moved into a rental property (SUD only)</b>	SUD	The next Contamination Event will be treated as a First Contamination Event	Declaration from the Property Owner or Managing Agent certifying that all previous tenants have moved out.
<b>Any other action taken by the owner or resident that, in the opinion of a Waste Officer, shows genuine intent to improve behaviour</b>	SUD	The Contamination Event level will be lowered to the next lowest Contamination Event (i.e. if the last Contamination Event was a Second Contamination Event and there are no further Contamination Events within 6 months, the next Contamination Event will also be a Second Contamination Event)	As considered appropriate by the Waste Officer

**6.5 Education for Multi-Units**

- 6.5.1 The following services are offered at no cost to multi-unit dwellings:
- Attendance at a Body Corporate meeting
  - Template letters related to waste management

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BIN INSPECTION AND CONTAMINATION POLICY

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- c) Updated waste management signage (no more than once per 12 months per property)

**7 REVIEW**

- 7.1 This policy will be reviewed every four years or earlier as necessary if:
- a) legislation requires it, or
  - b) Council's functions, structure or activities change

DRAFT

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# QUEANBEYAN-PALERANG REGIONAL COUNCIL

## Council Meeting Attachment

23 NOVEMBER 2022

ITEM 9.10 ESTABLISHMENT OF S355 COMMITTEE FOR BRAIDWOOD  
COMMON

ATTACHMENT 1 APPLICATION FOR A S355 COMMITTEE - COMMONWOOD  
FARM INC

Application for establishment of a Section 355 Committee for  
Braidwood Common (42 Bombay Rd. Braidwood)

Prepared by: Annie Duke (Commonwood Farm, President)  
mob - 0450 283 241

on behalf of: Commonwealth Farm Inc. (INC2000136)  
ABN 89 617 392 279

Website: <https://commonwoodfarmbraidwood.org/>

Date: 01/06/2022



**Proposal:**

This document proposes the creation of a Section 355 Committee to manage the Braidwood Common (42 Bombay Road Braidwood) on behalf of QPRC and the Braidwood community. This arrangement would transfer the common from its existing private license to a more accountable community management structure, better able to facilitate ongoing access and sustainable use by the Braidwood community.

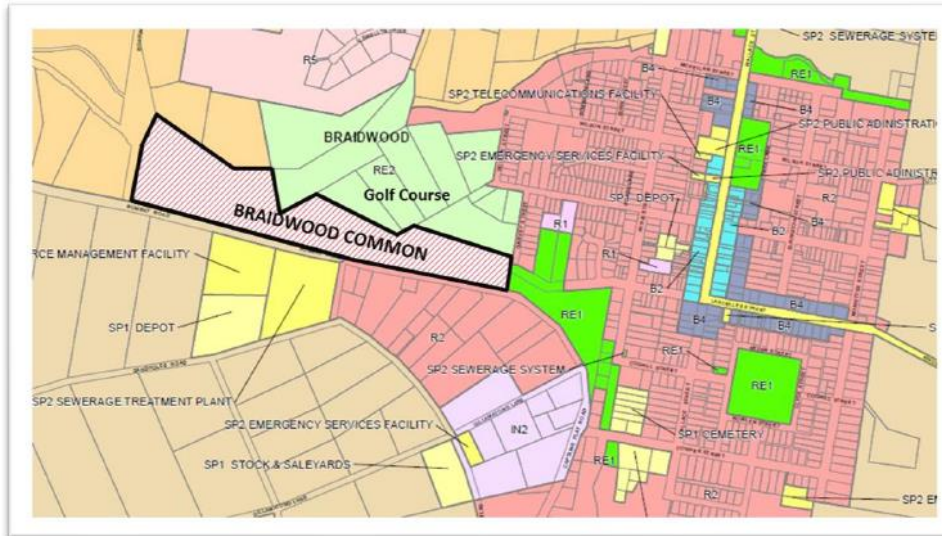
Our proposal results from a collaboration of existing user groups, including Commonwealth Farm Inc., The Braidwood Urban Landcare Group Inc., The Braidwood Life Centre Inc., The Two Fires Festival Inc., The Braidwood Community Association and the Braidwood Central School Agricultural Program. It is further supported by the local groups and individuals whose letters accompany this submission.

We ask that Queanbeyan Palerang Regional Council engage collaboratively with existing users and the broader community to establish a Braidwood Common s355 Committee and to develop appropriate Terms of Reference, Management plan, and Masterplan for this new body. These items should cover acceptable use and areas of activity to meet both Council's operational requirements and the Braidwood community's expectation of access to this land for wider community benefit.

**Background:**

The Braidwood Common is a 20 hectare parcel of riparian land located on the western edge of the village near the beginning of Bombay Road. It is an integral and historic part of Braidwood's heritage, maintained and utilised by the Braidwood community since the town's original founding.

The Common contains the confluence of both semi-urban creeks which drain the Braidwood township: Monkittee Creek and Flood Creek. From their confluence on the Common, these creeks become Gillamatong Creek, which flows west and joins the Shoalhaven River. The Common has potential for a range of integrated and sustainable agricultural, educational, environmental, and community facilities and activities. Its proximity to town provides convenient access for local pedestrians and other users.



Section of Braidwood LEP map showing Braidwood Common.

The Braidwood Common is formally owned by Queanbeyan Palerang Regional Council. It was compulsorily acquired from Crown Lands by the former Palerang Council in 2007 for anticipated sewerage works (additional holding ponds). Since completion of the new sewerage treatment plant, however, the Common has not been required for this purpose. It is currently still operational land, zoned RU1, but was previously flagged as future recreational land in light of expected urban development in Braidwood.

In 2009 Palerang Council allocated the eastern end of the Common for a new footpath, footbridge, and Community Gardens. Volunteers from the Braidwood Urban Landcare Group constructed these facilities and have coordinated further planting and other activities on this part of the Common and nearby Crown Land since then. The remaining section of the Common continues to be managed via a private grazing license. Mr Ben Gleeson, of Braidwood, tendered for, and was granted, this license in 2010.

As a member of the Braidwood Urban Landcare Group, Mr Gleeson had been involved in the earlier Flood Creek footpath development and was aware of widespread community desire to access the Common for recreational walking. He applied for the license with the intention of facilitating this access and wider community benefits from this community land. As such, he has always seen his role as a transitional one and has hoped council would support community access by creating an appropriate management arrangement to facilitate it. Unfortunately, early attempts to discuss a management plan and s355 revealed Palerang Council were under-resourced for this task (were developing other management plans of higher priority), and that management, at that time, were not in favour of s355 committees, generally.

Given these circumstances, Mr Gleeson sought to enable wider community involvement and environmental improvements on the Common under the provisions of the existing private license arrangement. In support of local students, he has allowed the Braidwood Central School Agricultural Program to graze its flock of Texel sheep there, free of charge. The

school has also used the Common for practical instruction for students in fencing and use of farm machinery. In addition, there have been multiple environmental projects conducted on the Common by the Braidwood Urban Landcare Group, Commonwood Farm Inc., and Braidwood's Two Fires Festival group, along with many other local volunteers. Most recently, a walking trail has been established along a section of Flood Creek starting from near the Community Gardens and ending at the confluence pool where Flood and Monkitee Creeks join.

Physical improvements made on the Common in collaboration between the licensee and local groups include:

- Complete riparian fencing for the entire length of the Common.
- Planting of native trees and shrubs within the riparian corridor.
- Installation of off-stream stock watering points.
- Further paddock subdivisions to allow rotational grazing management.
- Establishment and maintenance of a riparian walking trail intended for public recreational access.
- New fencing along Bombay Rd., funded by Braidwood Central School.
- A living firebreak to the west of Braidwood ("The Green Wedge"), a Resilience NSW funded project—currently in progress.

These projects are in addition to earlier community work which established the Flood Creek footpath and footbridge, the Braidwood Community Gardens, and the Judith Wright Gardens, at the eastern end of the Common. All of this work, save the Bombay Road fencing, has been completed with volunteer labour from the Braidwood Community.

**Public access:**

A priority throughout this period has been to establish public recreational access on the Braidwood Common. However, such access is problematic given the existing private license arrangement and the liability burden this creates for the license holder in the event of public injury. For this reason, a new incorporated community group, 'Commonwood Farm Inc' was formed in February 2020. The activities of this group are specifically tied to the physical space of the Braidwood Common. The group has several purposes, acting very much like a landcare group with a focus on sustainable farming and food production. However, because it maintains its own insurance, Commonwood Farm members have liability coverage while engaging in group activities, including recreational walking on Braidwood Common.

From its formation, Commonwood Farm Inc. has proactively sought community collaboration by inviting relevant community groups to participate in on-ground projects on the Common. Commonwood Farm's constitution was written to include ex-Officio Committee Members from the Braidwood Central School Agricultural Program and The Braidwood Life Centre. The group has been enthusiastically embraced by the Braidwood community and currently has 142 paid-up members. The size of this membership is a further indication of Braidwood Community support for community management and access to the Braidwood Common.

**Reasons for an s355:**

In brief, the reasons for proposing a Section 355 Committee to manage Braidwood Common are to ensure continued access and benefit for the wider community whilst recognising and accommodating Council's ownership and operational requirements. The current private licence is not adequate to meet the requirements of the Braidwood community or Council. It creates liability and legal issues on Council-owned land, as well as imposing an inequitable personal cost upon the licensee. In addition, it does not provide adequate future security to justify continued investment of community effort, funding, and infrastructure. A Braidwood Common s355 committee will provide a stable, better resourced, more accountable, and transparent body to ensure the appropriate management, maintenance, and use of this community land.

**Purpose:**

As with other s355 committees, the Braidwood Common s355 would be tasked to coordinate and facilitate access by individuals and other community groups to conduct appropriate activities on the Common in alignment with the approved master plan. It will provide transparent, accountable and representative decision making regarding the overall management of the Common on behalf of council and community. This will enable further investment of community effort and resources to benefit the Braidwood community.

The following goals are adapted from the stated aims of Commonwood Farm Inc. We suggest these be considered for incorporation into the initial Terms of Reference for a Braidwood Common s355 management committee.

1. To facilitate public access and use of the Common for community recreation.
2. To support social and environmental health outcomes for the Braidwood Community via public engagement with this community asset.
3. To ensure sustainable agricultural practices and landscape management.
4. To maintain and enhance existing wildlife habitat on the Braidwood Common and improve water quality of the creeks that flow through it.
5. To support sustainable local agricultural enterprise on the Common and facilitate community production of food for local consumption.
6. To ensure ongoing educational engagement and opportunities for Braidwood youth and the wider community.
7. To foster partnerships between user groups to further the above aims and support community resilience in the face of future disaster or disturbance.

We request that Queanbeyan Palerang Regional Council approve this community proposal to create a Braidwood Common Section 355 Committee and look forward to its further collaborative development for the benefit of Council and the Braidwood community.

Annie Duke

President, Commonwood Farm Inc., Braidwood, NSW



# QUEANBEYAN-PALERANG REGIONAL COUNCIL

## Council Meeting Attachment

23 NOVEMBER 2022

ITEM 9.10 ESTABLISHMENT OF S355 COMMITTEE FOR BRAIDWOOD  
COMMON

ATTACHMENT 2 SUPPORT FOR S355 COMMITTEE

**Attachment: Supporting documentation for Commonwood Farm's proposal for a Section 355 Committee for Braidwood Common**



Letters of support from the following partners, community groups, local producers, and community members:

Item #	Group	Contact Person
1	Braidwood Life Centre (BLC)	Maria Bakkas-Booker (President)
2	Braidwood Central School Agricultural Program	Mick Wall (Head Teacher, Agriculture)
3	Braidwood Urban Landcare Group (BULG)	Donna Hazell, (Chair BULG)
4	Braidwood Community Association (BCA)	Sue Murray (President)
5	Braidwood Central School P&C Association	Committee on behalf of P&C Members
6	St Bede's School	Marylou Gorham (Principal)
7	Braidwood Preschool	Fiona Noye (Director, on behalf of Committee)
8	St Vincent de Paul Society, Braidwood Conference	Cathy Ffrench (President)
9	Braidwood Lions Club	Jamie Raynolds (President)
10	Sustainable Braidwood	Jessica Friedmann (President)
11	Plumwood Inc.	Affrica Taylor (President)
12	Braidwood and Villages Tourism (BAVT)	Margaret Tuckwell (President)
13	Two Fires Festival	Sheelagh Noonan (President)
14	Braidwood Garden Club	John Tuckwell (President)
15	Prana Produce	Christina Jagusak and John Carrol (producer/grower)
16	Braidwood Food Company	Tim Wimborne (producer/grower)
17	Sully's Cider at the Old Cheese Factory	Gary Watkins-Sully (producer/grower)
18	Branch and Burrow	Suz Worsley-Deacon (producer/grower)
19	Tobellie Produce	Erin Cooper (producer/grower)
20	Sarah Leheny	Community member
21	Catherine Bell	Community member
22	Lorba Drewry	Community member
23	Judy Knowles	Community member
24	Craig and Ruth Petit	Community members
25	Gill Burke	Community member

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P O Box 405, Braidwood. NSW 2622 Ph: 0437989993

Dear Councillors,

RE: Application for Establishing a Section 355 Committee for Braidwood Commons

We are writing to strongly support the establishment of a S355 Committee to manage the Braidwood Commons at 42 Bombay Road Braidwood.

Over recent years several community initiated environmental projects have been developed and carried out on the land and this has resulted in a large increase in connection and community engagement and in use and access of the area. This space is a wonderfully vital community space, which is immensely valued and supports many worthwhile activities and projects to support community wellbeing.

With the strong community cooperation and involvement, this way of proceeding with the S355 would be very good; in that QPRC and community would work closely together to offer the best outcome for the Braidwood Common. In this way, this important community resource can benefit the wider community. It is vital in these times that we develop spaces that the whole Community can enjoy and access.

Very best wishes for the best outcome. Many thanks,

Maria Bakas-Booker,  
President, Braidwood Life Centre Inc.

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Braidwood Central School  
46 Wilson Street  
BRAIDWOOD NSW 2622  
Phone: 02 4842 2249

Email: [braidwood-c.school@det.nsw.edu.au](mailto:braidwood-c.school@det.nsw.edu.au)

Principal: Ms Nerida Mosely  
1<sup>st</sup> June 2022

Letter of Thanks for the ongoing use of the Braidwod Common by Braidwood Central School.

I would Like to thank Commonwood farm for Braidwood Central School's ongoing access to the Braidwood Common. The support that has been offered to Braidwood Central School, in particular the agriculture department. It has been a valuable experience for our students and the ongoing use of this grazing land is imperative to operate the successful Texel sheep stud. If we were unable to access this land for agistment it would be unsustainable to maintain the core numbers of sheep to have our own stud and maintain genetic diversity.

Students studying agriculture as part of the curriculum have been able to firsthand participate in the development of Commonwood farm. Students have developed their skills in fencing, animal husbandry and have been able to see the benefits of a developed riparian zone to supplement the theory taught in the classroom.

Commonwood farm the current Lessees and Braidwood Central School have developed a valuable partnership over time and we look forward to your continued support in the future.

Kind regards,

A handwritten signature in blue ink that reads 'Mick Wall'.

Mick Wall

Head Teacher Agriculture

Braidwood Central School



31<sup>st</sup> May 2022

**Re: BULG Letter of support for a QPRC Section 355 Committee for Braidwood Common**

To whom it may concern

The Braidwood Urban Landcare Group has held a strong interest in Braidwood Common for many years as part of our overall goal of increasing the public amenity, and supporting the natural values, of the three creeks that flow through Braidwood. We have worked closely with the current leaseholder Ben Gleeson and Commonwealth Farm on several projects aligned with this goal.

The Common has had many years of use under lease as a paddock for grazing by private operators. Use of this area changed dramatically under the current leaseholder to one of a shared community space. With the establishment of Commonwealth Farm there has been several community-driven projects on Braidwood Common demonstrating the value (and potential) of the area to deliver many benefits to the environment, Braidwood's local economy and the community.

Continuation of Braidwood Common management as a shared community space aligns strongly with the QPRC Community Strategic Plan and would be best served through a change in management from a private lease to a Section 355 Committee.

BULG strongly supports the establishment of a Braidwood Common Section 355 Committee as the most appropriate management structure to guide future use and management of this area.

Yours Sincerely

A handwritten signature in black ink, appearing to read "Donna", is written over the typed name.

Donna Hazell  
Chair Braidwood Urban Landcare Group  
On behalf of the Braidwood Urban Landcare Group



## BRAIDWOOD COMMUNITY ASSOCIATION

PO Box 199, Braidwood NSW 2622

### Letter of support for the establishment of a Section 355 Committee for Braidwood Common

The Braidwood Community Association (BCA) supports the proposal to establish a s355 Committee to manage the Braidwood Common on behalf of QPRC and the Braidwood community.

The BCA acknowledges the work done since 2010 by the current lease-holder, Mr Ben Gleeson, to make environmental improvements to the Common and increase community access. Guided by Mr Gleeson, community organisations and volunteers have undertaken multiple environmental improvement projects on the Common, including fencing, tree-planting, stock-watering points, and the establishment and maintenance of a riparian walking trail. During this time the Braidwood Central School's agricultural program has benefitted from having the use of the land free of charge.

The Common has become a significant asset to the community while Mr Gleeson has been the leaseholder. Plans for developing sustainable local agricultural enterprises on the Common will require more active involvement by all the user groups in the management of the Common.

To secure and extend community involvement in the development of the Common, a stable, accountable and transparent management structure is required. As it is Council owned land, a s355 Committee is the most appropriate way to achieve this.

The BCA also recommends that Council engage with existing users to develop a Management Plan and Masterplan for the Braidwood Common. A clear path forward for the use of this very valuable community asset is needed. Responsibility for its upkeep and development will be shared by Council and all user groups under a s355 management framework.

The Braidwood Common is part of our shared history and heritage. The BCA supports ongoing public access and sustainable use of the Common by our local community.

Sue Murray  
President  
Braidwood Community Association.

25<sup>th</sup> May 2022

[president@braidwoodcommunity.org.au](mailto:president@braidwoodcommunity.org.au)

Website: [www.braidwoodcommunity.org.au](http://www.braidwoodcommunity.org.au)

**Braidwood Central School P&C Association**

Wilson Street  
Braidwood NSW 2622

Ph: (02) 4842 2249 Email: bcspandc@gmail.com



31 May 2022

Queanbeyan Palerang Regional Council  
144 Wallace Street Braidwood, NSW, 2622

From Braidwood Central School P&C Association  
Braidwood NSW

Re: Application for establishment of a Section 355 Committee for Braidwood  
Common 42 Bombay Rd, Braidwood

To whom it may concern,

The Braidwood Central School P&C Association would like to express our strong support for the proposal to establish a Section 355 Committee to manage the Braidwood Common (lot 42 Bombay Rd., Braidwood).

The Braidwood Central School Agricultural program has and continues to benefit enormously from access to the Braidwood Common, which is home to the school's prize flock of sheep. Students and teachers at our school use the Common as an important educational resource.

Recent years have seen a positive increase in community use of the Common, via the Bombay Road walking track, Community Garden, and Creekside pathway. These features were built and maintained by community members. As such, this land represents a significant environmental and heritage asset for our town and is highly valued by the Braidwood community, including the Braidwood Central School. We believe the Braidwood Common has potential to support many beneficial community facilities and activities.

Shifting the Common from the current private license arrangement, and putting in place an s355 committee of management with opportunity for wider community representation and involvement, will better ensure the Common meets Braidwood community requirements and expectations, now and in future

The Braidwood Central School P&C Association wholeheartedly supports this proposal.

Kind regards,

The members of the Braidwood Central School P&C Association



Park Lane Braidwood NSW 2622  
Phone: (02) 48422413

May 30 2022

To whom it may concern

I am writing to you on behalf of the St Bede's community to inform you that we fully support the transition from a private leasing arrangement of Commonwood Farm to the establishment of a Section 355 Committee managed by council.

Commonwood Farm provides such a wonderful facility for our schools and community to educate children about biodiversity, sustainable agriculture, and flora & fauna and it is a wonderful recreational facility for Braidwood and surrounds.

We fully support establishing a new model of management for this important community asset.

Yours Faithfully

A handwritten signature in black ink that reads "Marylou Gorham".

Marylou Gorham  
Principal





Braidwood Preschool Assoc  
PO Box 89  
66 Wilson St  
Braidwood NSW 2622  
Ph 48422128

7

31st May 2022

To:  
Queanbeyan Palerang Regional Council  
144 Wallace Street  
Braidwood NSW 2622

*Re: Application for establishment of a Section 355 Committee for Braidwood  
Common 42 Bombay Rd, Braidwood*

Dear Councilors,

I am writing to express support for the current proposal, by Commonwood Farm Incorporated, for the establishment of a Section 355 Committee to manage the Braidwood Common.

In recent years several community-initiated environmental projects have been undertaken on this land and this has seen an increase in community engagement, use and access. This natural asset is highly valued by the Braidwood community and supports many worthwhile activities, including supporting the Braidwood Central School Agricultural Program.

Moving the Braidwood Common from an exclusive private license arrangement and putting in place a more representative model of management, such as a Section 355 Committee with broad community representation and involvement in management decisions, will help ensure the Braidwood Common can best meet community and Council expectations and requirements.

I believe this proposal represents the best way to ensure existing users, the community and Council can work together to ensure the best outcome for the Braidwood Common so that this important community asset can benefit the wider community.

I hope this letter helps to indicate the level of community support of this proposal.

Kind regards,

Fiona Noye  
Director, Braidwood Preschool on behalf of Braidwood Preschool Committee Inc.

31 May 2022

Queanbeyan Palerang Regional Council  
144 Wallace Street  
Braidwood NSW 2622

From – St Vincent de Paul Society

Re: Application for establishment of a Section 355 Committee for Braidwood  
Common 42 Bombay Rd, Braidwood

Dear Councilors,

I am writing to express strong support for the current proposal, by Commonwood Farm Incorporated, for the establishment of a Section 355 Committee to manage the Braidwood Common.

In recent years several community-initiated environmental projects have been undertaken on this land and this has seen an increase in community engagement, use and access. This natural asset is highly valued by the Braidwood community and supports many worthwhile activities, including supporting the Braidwood Central School Agricultural Program.

Moving the Braidwood Common from an exclusive private license arrangement and putting in place a more representative model of management, such as a Section 355 Committee with broad community representation and involvement in management decisions, will help ensure the Braidwood Common can best meet community and Council expectations and requirements.

I believe this proposal represents the best way to ensure existing users, the community and Council can work together to ensure the best outcome for the Braidwood Common so that this important community asset can benefit the wider community.

I hope this letter helps to indicate the level of community support of this proposal.

Kind regards,

Cathy Ffrench  
President  
Braidwood Conference

St Vincent de Paul Society

30 May 2022

Queanbeyan Palerang Regional Council  
144 Wallace Street  
Braidwood NSW 2622

From - Braidwood Lions Club

Re: Application for establishment of a Section 355 Committee for Braidwood  
Common 42 Bombay Rd, Braidwood

Dear Councilors,

I am writing to express strong support for the current proposal, by Commonwood Farm Incorporated, for the establishment of a Section 355 Committee to manage the Braidwood Common.

In recent years several community-initiated environmental projects have been undertaken on this land and this has seen an increase in community engagement, use and access. This natural asset is highly valued by the Braidwood community and supports many worthwhile activities, including supporting the Braidwood Central School Agricultural Program.

Moving the Braidwood Common from an exclusive private license arrangement and putting in place a more representative model of management, such as a Section 355 Committee with broad community representation and involvement in management decisions, will help ensure the Braidwood Common can best meet community and Council expectations and requirements.

I believe this proposal represents the best way to ensure existing users, the community and Council can work together to ensure the best outcome for the Braidwood Common so that this important community asset can benefit the wider community.

I hope this letter helps to indicate the level of community support for this proposal.

Kind regards,

Jamie Reynolds  
President  
Braidwood Lions Club



27.05.2022

To whom it may concern,

I am writing in support of the proposal put forward by Annie Duke, on behalf of Commonwood Farm Inc., to create a Section 355 Committee in order to manage the Braidwood Common (42 Bombay Road Braidwood).

This parcel of land has been a centre of community activity under its current licencing agreement, but has the potential to invite much greater community involvement under a structure that simplifies liability issues.

As the President of local not-for-profit Sustainable Braidwood, which has a thriving forum of 333 members, I can attest to the enthusiasm with which previous programs (such as riparian planting, fencing, and the school grazing program) have been met.

Living quite close to the Common, I've also walked the creek trail often, and seen the direct benefit of the community gardens planted at the verge. Sustainable Braidwood has consulted with Julia Green, from the Two Fires Festival, to support potential programs based on the Indigenous history of this area, and has also been approached about the possibility of a children's group on this land. It is a special place for members of the Braidwood Community, one which engages a broad cross-section of people.

I feel confident that under an s355, the management of the area will thrive, and that the more accessible structure will open the door to all kinds of new activities.

Best,



Jessica Friedmann  
President  
Sustainable Braidwood

**Re: Application for establishment of a Section 355 Committee for  
Braidwood Common, 42 Bombay Rd, Braidwood**

To: Queanbeyan Palerang Regional Council  
144 Wallace Street  
Braidwood NSW 2622

From: Plumwood Inc. Committee  
4120 Kings Hwy, Monga via Braidwood, NSW, 2622

Date: 31 May, 2022.

Dear Queanbeyan Palerang Councillors,

We write to you on behalf of all members of Plumwood Inc – the committee tasked with managing the estate of the late Dr Val Plumwood, a longtime Braidwood community member and advocate for the environment. The committee has read the full application and is unanimous in offering unconditional support for the proposal to establish a Section 355 Committee to manage the Braidwood Common.

Plumwood Inc has a longstanding working relationship with Commonwealth Farm Inc. We commend the environmental management and community projects Commonwealth Farm has instigated on the land in question. We applaud their hard efforts to date to build community, promote conservation, and enable hands-on agricultural and environmental education on this land.

We are aware that this proposal for the Braidwood Common has wide support in the Braidwood Community. We believe that the proposed Section 355 Committee will be the best way to manage the land into the future. It will be truly representative of the broader community, and accountable to the community and the Council.

We hope that you will support this very worthwhile application.

Sincerely,

Affrica Taylor (President)  
Lara Stevens (Treasurer)  
Lauren Burrow (Secretary)  
Tonya Rooney (Public Officer)

Plumwood Inc Executive on behalf of Plumwood Inc. Committee

Date – 1 June 2022

To - QPRC  
Queanbeyan Palerang Regional Council  
144 Wallace Street  
Braidwood NSW 2622

From – Braidwood and Villages Tourism (BAVT)  
100 Wallace St  
Braidwood NSW 2622

Re: Application for establishment of a Section 355 Committee for Braidwood  
Common 42 Bombay Rd, Braidwood

Dear Councilors,

I am writing to express strong support for the current proposal, by Commonwealth Farm Incorporated, for the establishment of a Section 355 Committee to manage the Braidwood Common.

Along with the Heritage Map of the town highlighting our buildings, the Commonwealth, allows tourists as well as locals to take a walk from Wallace St, through the Commonwealth up to Garvey Place and then along Coronation Street, enjoying a mostly traffic free walk admiring additional tree scapes and parts of Braidwood.

In recent years several community-initiated environmental projects have been undertaken on this land and this has seen an increase in community engagement, use and access. This natural asset is highly valued by the Braidwood community and supports many worthwhile activities, including supporting the Braidwood Central School Agricultural Program.

Moving the Braidwood Common from an exclusive private license arrangement and putting in place a more representative model of management, such as a Section 355 Committee with broad community representation and involvement in management decisions, will help ensure the Braidwood Common can best meet community and Council expectations and requirements.

I believe this proposal represents the best way to ensure existing users, the community and Council to work together to ensure the best outcome for the Braidwood Common so that this important community asset can benefit the wider community.

I hope this letter helps to indicate the level of community support of this proposal.

Kind regards,

Margaret Tuckwell  
President -Braidwood and Villages Tourism (BAVT)

31 May 2022

To  
Queanbeyan Palerang Regional Council  
144 Wallace Street  
Braidwood NSW 2622

From  
Sheelagh Noonan  
President, 2 Fires Festival Inc  
1 Monkittee St  
Braidwood NSW 2622

Re: Application for establishment of a Section 355 Committee for Braidwood  
Common 42 Bombay Rd, Braidwood

Dear Councillors,

I am writing to express my very strong support for the current proposal, by Commonwood Farm Incorporated, for the establishment of a Section 355 Committee to manage the Braidwood Common.

The 2 Fires Festival Committee and members place a high priority on the natural environment in Braidwood and surrounding districts, continuing the passion of pioneer environmentalist and poet, Judith Wright.

The Common is highly valued by the Braidwood community, as it provides the many benefits of a Community Garden, plus an opportunity for improved physical and mental health for the people of Braidwood and its many visitors.

Moving the Braidwood Common from an exclusive private license arrangement and putting in place a more representative model of management, such as a Section 355 Committee with broad community representation and involvement in management decisions, will help ensure the Braidwood Common can best meet community and Council expectations and requirements.

I believe this proposal represents the best way to ensure existing users, the community and Council can work together to ensure the best outcome for the Braidwood Common so that this important asset can benefit the wider community into the future.

I look forward to a positive response to this proposal.

Many thanks and Kind regards,

Sheelagh Noonan  
President  
2 Fires Festival Inc  
Braidwood NSW



**WOOD GARDEN CLUB**

14

1 June 2022

To: Queanbeyan Palerang Regional Council

Re: **Application for establishment of a Section 355 Committee for Braidwood Common, 42 Bombay Rd, Braidwood**

Dear Councilors,

I am writing on behalf of the Braidwood Garden Club Committee to express support for the proposal by Commonwood Farm Incorporated to establish a Section 355 Committee to manage Braidwood Common.

In recent years several community-initiated environmental projects have been undertaken on this land and this has seen an increase in community engagement, use and access. This natural asset is highly valued by the Braidwood community and supports many worthwhile activities, including supporting the Braidwood Central School Agricultural Program.

By way of illustration, the opening of a path along Flood Creek has provided an important recreational and dog walking asset, which allows the community to connect with nature and improve their health and wellbeing.

Moving the Braidwood Common from an exclusive private license arrangement and putting in place a more representative model of management, such as a Section 355 Committee with broad community representation and involvement in management decisions, will help ensure the Braidwood Common can best meet community and Council expectations and requirements.

I believe this proposal represents the best way to ensure existing users, the community and Council can work together to ensure the best outcome for the Braidwood Common so that this important community asset can benefit the wider community even more than it already does.

I hope this letter helps indicate the level of community support for this proposal.

Kind regards,

*[signed by]*

**John Tuckwell**  
President, Braidwood Garden Club

E: [braidwoodgardenclub@gmail.com](mailto:braidwoodgardenclub@gmail.com)

W: [www.braidwoodgardenclub.org](http://www.braidwoodgardenclub.org)



Date - 21<sup>st</sup> May 2022

To - QPRC

Queanbeyan Palerang Regional Council  
144 Wallace Street  
Braidwood NSW 2622



From - Prana Produce  
ABN - 62 527 674 517  
4614 Kings Highway  
Monga NSW

**Re: Application for establishment of a Section 355 Committee for Braidwood  
Common 42 Bombay Rd, Braidwood**

Dear Councillors,

We, John Carroll and Chirstina Jagusiak are the owners of a small family farm located 14kms out of Braidwood in Monga, New South Wales.

We know how important community and collaboration is and see a great benefit for the establishment of a Section 355 Committee to manage the Common, so we are writing to express our support.

It makes sense to establish this more representative model of management with existing users and the broader community to establish the Braidwood Common s355 committee so that this important community asset can benefit the wider community.

We hope this letter can reflect the community's support of this application.

Kind regards,  
Christina Jagusak and John Carroll  
Prana Produce Farm



71 Duncan Street, Braidwood, N.S.W., 2622, AUSTRALIA  
0436-409-449 info@braidwoodfood.com

ABN 26 770 186 471

21 May 2022

**Re: Letter of Support for establishment of a Section 355 Committee for Braidwood Common.**

Braidwood Food Company is our family owned local food production business. As individuals we have had a long association with Commonwood Farm and have been supporters of this venture since its inception. We have served on the committee and have given our time to assist a number of projects at Commonwood Farm and feel the contribution it makes to the wellbeing of our community is substantial.

We see a need to change the current leasing arrangement and support the creation of an s355 committee to more securely manage the common, maintain public access and ensure it continues to be able to protect this community asset.

As business owners we support the creation of an s355 committee because it will provide the most appropriate management structure going forward. It will enable the common to be help shape our community in a way that dovetails with our business ethics and goals such as high quality accessible open space in the town and community led rehabilitation projects that improve plant and animal habitat.

The current private leasing arrangement, while workable and having brought positive change until now needs to change in order to provide a transparent management structure that recognizes this community asset and oversees the range of social and environmental projects that will continue to benefit Braidwood and the wider community into the future.

Yours Sincerely,

Tim Wimborne

**Our Commitment** We are committed to practicing nature-first farming and reducing waste and our impact on the environment we rely on. We prioritize sourcing ingredients from local, sustainable producers in our community.

**Braidwood Food Company** 71 Duncan Street, Braidwood, N.S.W., 2622, AUSTRALIA  
Ph: 0436-409-449 Email: [info@braidwoodfood.com](mailto:info@braidwoodfood.com) Website: [www.braidwoodfood.com](http://www.braidwoodfood.com)

Pro Forma letter

Date – 31 May 2022

To - QPRC

Queanbeyan Palerang Regional Council  
144 Wallace Street  
Braidwood NSW 2622

From – Sully's Cider at the Old Cheese Factory  
Braidwood NSW

Re: Application for establishment of a Section 355 Committee for Braidwood  
Common 42 Bombay Rd, Braidwood

Dear Councilors,

I am writing to express strong support for the current proposal, by Commonwood Farm Incorporated, for the establishment of a Section 355 Committee to manage the Braidwood Common.

In recent years several community-initiated environmental projects have been undertaken on this land and this has seen an increase in community engagement, use and access. This natural asset is highly valued by the Braidwood community and supports many worthwhile activities, including supporting the Braidwood Central School Agricultural Program.

Moving the Braidwood Common from an exclusive private license arrangement and putting in place a more representative model of management, such as a Section 355 Committee with broad community representation and involvement in management decisions, will help ensure the Braidwood Common can best meet community and Council expectations and requirements.

I believe this proposal represents the best way to ensure existing users, the community and Council can work together to ensure the best outcome for the Braidwood Common so that this important community asset can benefit the wider community.

I hope this letter helps to indicate the level of community support of this proposal.

Kind regards,

Gary Watkins-Sully  
Sully's Cider at the Old Cheese Factory  
Reidsdale

Pro Forma letter

Date -31 May 2022

To - QPRC

Queanbeyan Palerang Regional Council

144 Wallace Street

Braidwood NSW 2622

From – Suz Worsley-Deacon

196 O'briens Road

Jembaicumbene NSW 2622

Re: Application for establishment of a Section 355 Committee for Braidwood

Common 42 Bombay Rd, Braidwood

Dear Councilors,

I am writing to express strong support for the current proposal, by Commonwood Farm Incorporated, for the establishment of a Section 355 Committee to manage the Braidwood Common.

In recent years several community-initiated environmental projects have been undertaken on this land and this has seen an increase in community engagement, use and access. This natural asset is highly valued by the Braidwood community and supports many worthwhile activities, including supporting the Braidwood Central School Agricultural Program.

Moving the Braidwood Common from an exclusive private license arrangement and putting in place a more representative model of management, such as a Section 355 Committee with broad community representation and involvement in management decisions, will help ensure the Braidwood Common can best meet community and Council expectations and requirements.

I believe this proposal represents the best way to ensure existing users, the community and Council can work together to ensure the best outcome for the Braidwood Common so that this important community asset can benefit the wider community.

I hope this letter helps to indicate the level of community support of this proposal.

Kind regards,

Suz Worsley-Deacon

Date - 30 May 2022

To - QPRC

Queanbeyan Palerang Regional Council

144 Wallace Street

Braidwood NSW 2622

From Erin Cooper

Kindervale NSW

Re: Application for establishment of a Section 355 Committee for Braidwood

Common 42 Bombay Rd, Braidwood

Dear Councilors,

I am writing to express strong support for the current proposal, by Commonwood Farm Incorporated, for the establishment of a Section 355 Committee to manage the Braidwood Common.

In recent years several community-initiated environmental projects have been undertaken on this land and this has seen an increase in community engagement, use and access. This natural asset is highly valued by the Braidwood community and supports many worthwhile activities, including supporting the Braidwood Central School Agricultural Program.

Moving the Braidwood Common from an exclusive private license arrangement and putting in place a more representative model of management, such as a Section 355 Committee with broad community representation and involvement in management decisions, will help ensure the Braidwood Common can best meet community and Council expectations and requirements.

I believe this proposal represents the best way to ensure existing users, the community and Council can work together to ensure the best outcome for the Braidwood Common so that this important community asset can benefit the wider community.

I hope this letter helps to indicate the level of community support of this proposal.

Kind regards,

Erin Cooper



Sarah Leheny  
13 Elrington Street  
BRAIDWOOD NSW 2622

TO WHOM IT MAY CONCERN

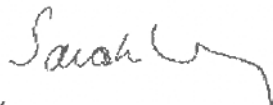
I am writing to provide my support to a proposal made by Annie Duke to establish a Section 355 Committee for Braidwood Common.

I live in Braidwood and regularly visit the Braidwood Common. It is an area of quiet beauty, with platypus, echidna, and many bird sightings. I am aware of many people who also enjoy this area. They would not be able to enjoy it if it were not for Ben Gleeson and Annie Duke and the amount of time, money and effort they have invested into the area, enabling its use by all.

Knowing the toll Ben and Annie's efforts are taking on their stress levels, quality of life, and family I agree that continuation of management of the Common in its current form is unsustainable. A Section 355 Committee, with equal responsibility from all parties currently involved in the Common would spread the current workload across more people and lessen the load on the current Managers.

A Section 355 Committee would enable the Common to continue providing for locals, the Braidwood Central School and students, the community gardeners, and other local groups who rely on the space. The improvements that have been made to the Common would not have been possible without the current management by Ben and Annie, and the proposed model would allow them to continue to oversee improvements, but without the stress and financial overheads of the current arrangement.

I fully support the creation of a Section 335 Committee for management of the Braidwood Common.



Sarah Leheny

25 May 2022

Queanbeyan Palerang Regional Council  
144 Wallace Street Braidwood, NSW, 2622.

From Catherine Bell-  
Braidwood NSW

Re: Application for establishment of a Section 355 Committee for Braidwood  
Common 42 Bombay Rd, Braidwood

To whom it may concern,

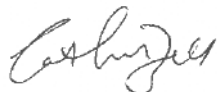
I am writing to express my support for the proposal to establish a Section 355 Committee to manage the Braidwood Common (lot 42 Bombay Rd., Braidwood).

The common provides a wonderful resource to the community, for education, recreation and relaxation. We found the Platypus Walk to be a wonderful respite during the lockdown. The potential for this area is invaluable.

Shifting the Common from the current private license arrangement, and putting in place an s355 committee of management with opportunity for wider community representation and involvement, will better ensure the Common meets Braidwood community requirements and expectations, now and in future

I wholeheartedly support this proposal.

Kind regards,



Catherine Bell

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**Application for establishment of a Section 355  
Committee for Braidwood Common (42 Bombay Rd.  
Braidwood)**

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**Community Member Support Letter**

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I, Lorba Drewry, by this letter bring my full support to the Commons area of Braidwood becoming a Common section 355 Committee, and I look forward to its development as a collaborative force for the benefit of Council and the Braidwood community.

*The Common has potential for a range of integrated and sustainable agricultural, educational, environmental, and community facilities and activities. Its proximity to town provides convenient access for local pedestrians and other users.*

*A Braidwood Common s355 committee will provide a stable, better resourced, more accountable, and transparent body to ensure the appropriate management, maintenance, and use of this community land.*

Myself, as a resident of Braidwood, a building designer and urban planner, who worked for over 15 years in the private and public sectors in France, USA, Togo, Haiti, Morocco, Peru, Guatemala, South Sudan, Vanuatu and Australia, I am looking forward to be of help in supporting this community project.

It is now well known that community participation is the key for projects to be sustainable and maintains. The 355 Committee will give the legal framework for the Braidwood community to be able to engage in, be involved with, but also take responsibility for this much needed project for our present and future generation.

Thank you so much for your support and understanding,

A handwritten signature in black ink, appearing to read "Lorba Drewry".

Lorba Drewry



Date - 31st May 2022  
To - QPRC  
Queanbeyan Palerang Regional Council  
144 Wallace Street  
Braidwood NSW 2622

From -  
Judy Knowles  
75 Lascelles St  
Braidwood NSW

Re: Application for establishment of a Section 355 Committee for Braidwood  
Common 42 Bombay Rd, Braidwood

Dear Councilors,

I wish to put forward my support for Commonwealth Farm Incorporated, for the establishment of a Section 355 Committee to manage the Braidwood Common.

I have personally used the Braidwood Common for the last 12 months photographing birds as well as other species that reside on the Common, such as platypus, wombats and swamp wallabies.

I have found using this easily accessible area of habitat within the town a wonderful place to document our native fauna. It is also used by my family, as well as homeschool families who live in the Braidwood area, as a place to explore.

Having had easy access to this space allows us as educators to expand on our outside learning possibilities, and we are very grateful to the current caretakers for their work in creating a space where we can safely and conveniently meet as a group.

Moving the Braidwood Common from an exclusive private license arrangement and putting in place a more representative model of management, such as a Section 355 Committee with broad community representation and involvement in management decisions, will help ensure the Braidwood Common can best meet community and Council expectations and requirements.

I believe this proposal represents the best way to ensure that the existing users, the community and Council can work together to ensure the best outcome for the Braidwood Common so that this important community asset can benefit the wider community.

I hope this letter helps to show that there is a clear need and a strong level of community support for this proposal.

Kind regards,  
Judy Knowles

Craig and Ruth Pettit  
208 Bombay Road  
Braidwood  
NSW 2622

30<sup>th</sup> May 2022

The General Manager,  
Queanbeyan Palerang Regional Council  
144 Wallace Street,  
Braidwood NSW 2622

**Re: Establishment of section 355 committee for the Braidwood Common (42 Bombay Road, Braidwood)**

Dear Ms Ryan,

We write in support of the proposed section 355 committee establishment for the Braidwood Common. This proposal aims to ensure accountable management and sustainable use of the common by the Braidwood community.

The current licensee has achieved significant improvement of the site. They have restored native vegetation, supported the protection and enhancement of native wildlife and habitat; as well as ensuring Flood Creek protection from livestock by fencing. An area of the common can now be accessed by the Braidwood community through Cottonwood Farm Inc membership. The public access provides opportunity for exploration and 'up-close' observation of our local natural environment offering education, recreation and enhanced community engagement in this important environmental contribution.

A local S355 committee would ensure ongoing positive site management and safeguard the future local asset. The committee will:

- ensure local engagement with a community asset
- negate reliance on the proactivity of an individual to guarantee it does not fall into disrepair
- eliminate the need for separate licensee insurance and the complexities required to allow public access to one of Braidwood's only walking tracks
- ensure long term protection of the creek, and its local flora and fauna
- promote community engagement with local environment and surrounds
- support application and development of local knowledge
- provide a great recreational asset on the edge of town and
- ensure a stable long term management structure.

Among many native species the area supports the iconic and threatened platypus that lives and breeds in the local Braidwood waterways. A source of local pride and ownership stems from this local 'secret' safeguarding the ongoing protection of our local area. Securing local management of the Braidwood Common enhances the community's conviction to protect the habitat of these iconic creatures.

I urge you support the proposed Section 355 committee and for the ongoing benefits of a local asset

Yours sincerely,

Craig Pettit

Ruth Pettit

7, Clyde Street  
Braidwood  
NSW 2622

Mr Mark Spears  
QPRC

27<sup>th</sup> May 2022

Dear Mark Spears,

**Re: Commonwood Farm proposal to create an S355 Committee.**

A proposal is to be put to Council by Commonwood Farm Inc. that a Section 355 Committee be created to manage the Braidwood Common on behalf of QPRC & the local community. I write in support of this proposal.

I am familiar with the Braidwood Common both as a local resident and because I acted in a Secretarial capacity during initial discussions establishing the Management Committee and its subsequent Incorporation. Also, I am an ordinary Member of the incorporated body.

Braidwood Common belongs to QPRC but for the past several years has been licenced to Mr Ben Gleeson who then also established Commonwood Farm Inc. It was in the hope of making management simpler and more transparent that Mr Gleeson and others set up the original Committee and subsequent body. It is clear a further step needs to be taken to enhance this process.

I would be grateful if you could include this letter with the relevant documents for consideration and hope Council will look favourably on the proposal.

Yours sincerely  
**Gill Burke**

Dr Gill Burke

E: [gilly@braidwood.net.au](mailto:gilly@braidwood.net.au)  
Ph: 0248422579

# QUEANBEYAN-PALERANG REGIONAL COUNCIL

Council Meeting Attachment

23 NOVEMBER 2022

ITEM 9.10 ESTABLISHMENT OF S355 COMMITTEE FOR BRAIDWOOD  
COMMON

ATTACHMENT 3 COUNCIL RESOLUTION 2009

Council Minutes

03 December 2009

### Item 11.3: Braidwood Community Garden

SUBJECT	Braidwood Community Garden and Walking Path		
FILE NO.	PR-0001	DIVISION	Infrastructure Planning

**Mr Ben Gleeson spoke about the item.**

#### Synopsis

A proposal is submitted for Council to consider the allocation of space on the Common, adjacent to Bombay Road at Braidwood, for a community garden and adjacent walking path and footbridge over Flood Creek.

Recommended that Council:

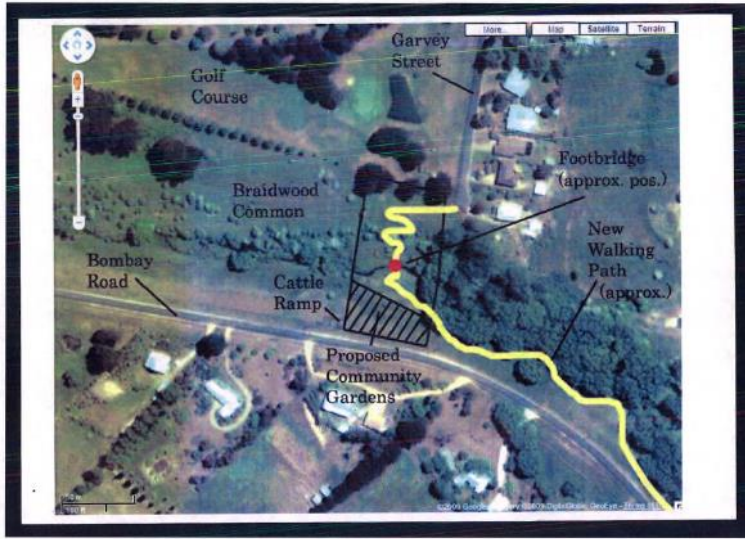
4. grant permission to the Braidwood Urban Landcare Group to erect a livestock fence across the Braidwood common, as detailed in their letter of 3 Nov 2009, for the purposes of annexing an area of approximately 6000 m<sup>2</sup> at the eastern end for community garden and walking path.
5. allocate an area of approximately 1150 m<sup>2</sup> at the south eastern corner of the Braidwood common for a community garden.
6. prepare a licence agreement to cover the Landcare Group's use of the 1150 m<sup>2</sup> community garden site.
7. give notice to the Licensee, in accordance with the requirements of the current Deed of Licence, that Council intends to annex approximately 6000 m<sup>2</sup> of the currently leased area for community purposes.

Moore/Graham

unanimous

03 December 2009

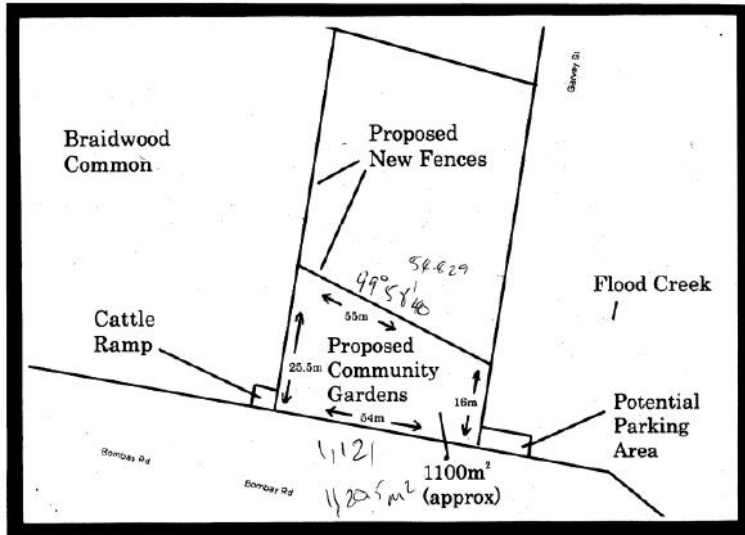
Ordinary Meeting



Page 74

03 December 2009

Ordinary Meeting



Page 75

# QUEANBEYAN-PALERANG REGIONAL COUNCIL

Council Meeting Attachment

23 NOVEMBER 2022

ITEM 9.10 ESTABLISHMENT OF S355 COMMITTEE FOR BRAIDWOOD  
COMMON

ATTACHMENT 4 LICENSE FOR THE USE OF BRAIDWOOD COMMON

# PALERANG COUNCIL

Contact: G T Cunningham (02 6238 8111)

25 November 2010

Mr Ben Gleeson  
3 Bowler Street  
BRAIDWOOD NSW 2622

Dear Sir,

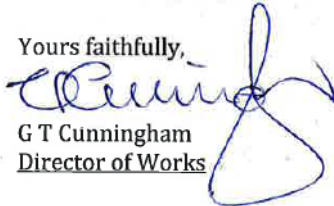
**RE: LICENCE FOR USE OF BRAIDWOOD COMMON**

I refer to the above and herewith attach one (1) copy of the executed deed of licence for your records.

Arrangements will now be made to issue invoices for the licence fee and any rates applicable under the conditions of this agreement.

I trust that all is in order.

Yours faithfully,



G T Cunningham  
Director of Works

DOW 818 2010

**POSTAL:**

PO Box 348  
Bungendore NSW 2621

**P:** 02 6238 8111

**E:** records@palerang.nsw.gov.au

**W:** www.palerang.nsw.gov.au

**BRAIDWOOD OFFICE:**

144 Wallace Street, Braidwood

**F:** 02 4842 2669

**BUNGENDORE OFFICE:**

4 Majara Street, Bungendore

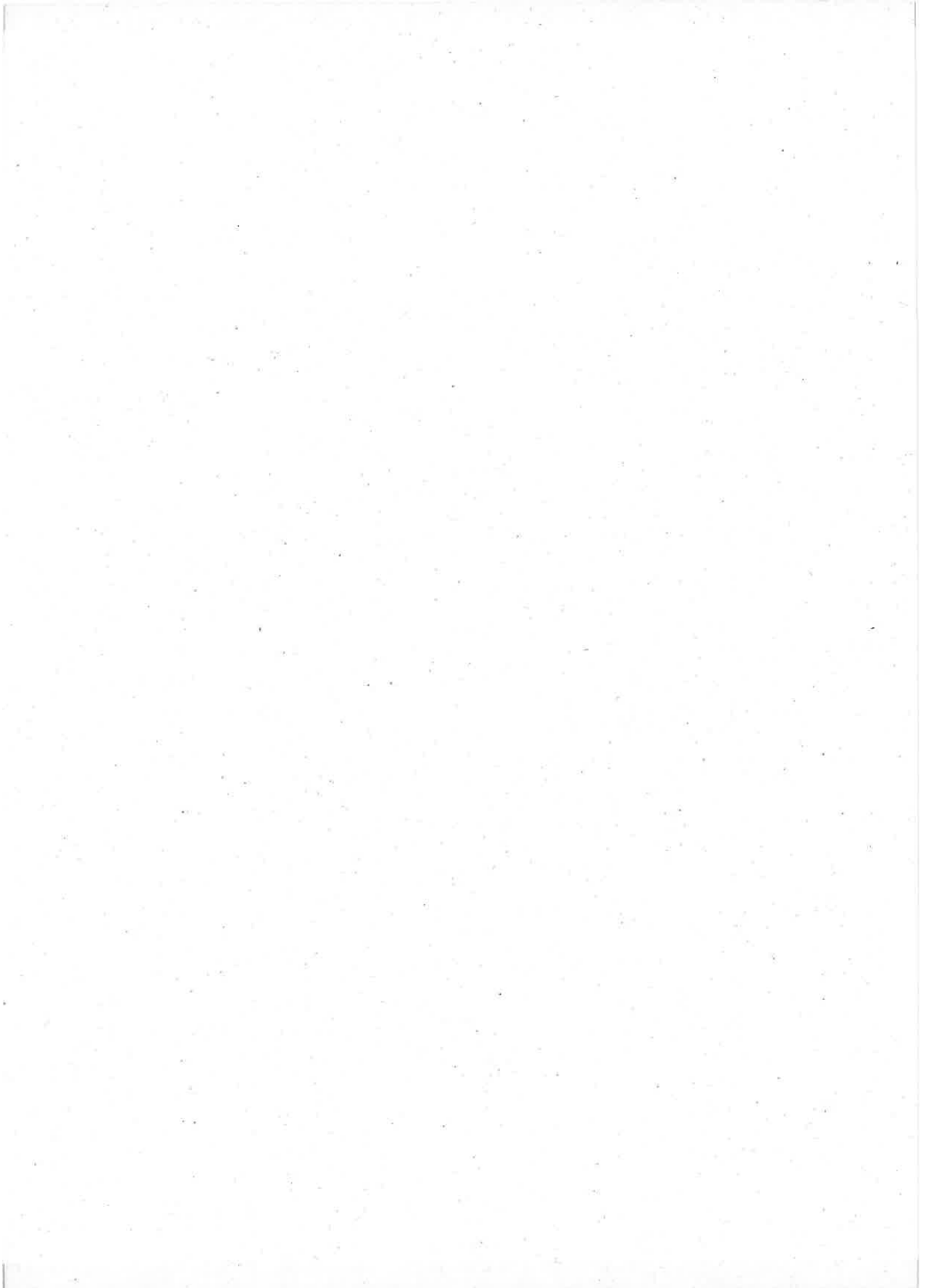
**F:** 02 6238 1290

**ABN:**

70 605 876 877

[ toll free - 1300 735 025 - Palerang residents only ]





## DEED OF LICENCE

**Date:** 25 NOVEMBER 2010

PALERANG COUNCIL  
*(Licensor)*

AND

MR BEN GLEESON

3 BOWLER STREET  
BRAIDWOOD NSW 2622  
*(Licensee)*

PALERANG COUNCIL  
10 MAJARA STREET  
(PO BOX 348)  
BUNGENDORE NSW 2621

Telephone: (02) 6238 8111  
Facsimile: (02) 6238 1290

[www.palerang.nsw.gov.au](http://www.palerang.nsw.gov.au)

## DEED OF LICENCE

DEED OF LICENCE made at BUNGENDORE on 25 NOVEMBER 2010

BETWEEN: PALERANG COUNCIL of 10 Majara Street, Bungendore, NSW 2621  
(Licensor)

AND: MR BEN GLEESON  
  
3 BOWLER STREET  
BRAIDWOOD NSW 2622  
(Licensee)

### RECITALS

- A. The Licensor is the registered proprietor of the Premises.
- B. The Licensor has agreed that the Licensee may enter and use the Premises on the terms contained in this Deed.

### THIS DEED PROVIDES

#### 1. DEFINITIONS AND INTERPRETATION

##### 1.1 Definitions:

In this Deed:

**'Claims'** means all costs, expenses, liabilities, losses, demands, claims, actions and proceedings whatsoever.

**'Expression of Interest'** means the list of intentions proposed by the licensee as annexed to this Deed and marked 'B'.

**'Item'** means an Item to the Schedule.

**'Land'** means the land set out in Item 1 on which the Premises is located.

**'Licence'** means the rights granted to the Licensee by this Deed

**'Licence Fee'** means the amount set out in Item 2 as varied from time to time by this Deed.

**'Licensee'** means the Licensee, and (where the context permits) the servants, agents, contractors, invitees and licensees of the Licensee.

**'Licensor'** means the Licensor, and (where the context permits) the servants, agents, contractors, invitees and licensees of the Licensor.

**'Plan'** means the plan of the Premises annexed to this Deed and marked 'A'.

**'Premises'** means that area of the Land described in the Plan.

**'Schedule'** means the schedule to this Deed.

**'Term'** means the term of this Licence as set out in Item 3.

##### 1.2 Interpretation

In this Deed, unless the context indicates a contrary intention:

- a. headings are for convenience only and do not affect interpretation;
- b. a reference to a party includes its successors and permitted assigns;
- c. the word 'person' includes a corporation.

- d. words importing the singular numbers include the plural numbers and vice versa;
  - e. a word importing any gender includes all other genders;
  - f. a reference to a statute or ordinance includes all regulations under and amendments to that statute or ordinance whether by subsequent statute or otherwise and a statute or ordinance passed in substitution for the statute or ordinance referred to or incorporating any of its provisions;
  - g. construction will be according to the laws of New South Wales and each party submits to the non-exclusive jurisdiction of the courts of New South Wales in respect of all matters arising under or in connection with this Deed;
  - h. no interpretation applies to the disadvantage of a party because that party was responsible for the preparation of the Deed or any part of it; and
  - i. any covenant, obligation or agreement on the part of two or more persons will be deemed to bind them and any two or more of them jointly and each of them severally.
- 1.3 No rules of construction shall apply to the disadvantage of a party on the basis that the party was responsible for the preparation of this Licence or any part of it.
2. THE LICENCE
- 2.1 Licence
- The Licensor grants to the Licensee, for the Term, a licence to use the Premises on the terms and conditions set out in this Deed.
- 2.2 Term
- The term of the licence granted by this Deed shall commence on the date of this Deed and shall continue until terminated in accordance with the provisions of Clause 8.
- 2.3 Use of Premises
- The Licensee may use the Land for grazing only.
- 2.4 No Residence
- The Licensee will not reside or permit any other person to reside on the Land.
- 2.5 No Exclusive Possession
- a. This Deed does not confer on the Licensee any right of exclusive possession of any part of the Land and the Licensor may at any time, on giving reasonable written notice to the Licensee, exercise all of its rights including, without limitation, its right to enter on and use the Land.
  - b. In exercising its rights under this clause 2.5(a), the Licensor will use its best endeavours to cause minimum disruption to the Licensee.

2.6 Personal Rights Only

The Licensee acknowledges and agrees that the rights conferred on the Licensee by virtue of this Deed are personal rights in contract only and will not create any tenancy or any estate or interest in or over the Land.

2.7 Exclusion of Landlord and Tenant Relationship

Nothing in this Deed will confer on the Licensee any right as tenant of the Land or create a relationship of landlord and tenant between the Licensor and the Licensee and any such implication or inference is expressly negated.

2.8 No Assignment

The Licensee may not, without obtaining the written consent of the Licensor, assign, transfer or sub-licence any of its rights arising from or relating to this Deed.

3. LICENCE FEE

3.1 Payment of Licence Fee

The Licensee shall pay to the Licensor, on the commencement date, the initial Licence Fee and thereafter must pay on each due date, the Licence Fee in advance adjusted as provided in sub clauses 3.2 and 3.3.

3.2 Calculation of Annual Licence Fee Adjustment

- a. On each anniversary of the Due Date the Licence Fee 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. ***(For the purposes of this clause, CPI shall be taken to be all groups index for Canberra).***

- b. In the event that such index be discontinued or abolished the General Manager may, at his absolute discretion, nominate another index.
- c. If the reference base for the Consumer Price Index is changed, regard shall be had only to Index numbers published in terms of the new reference base or to Index numbers converted to the new reference base in accordance with an arithmetical conversion factor specified by the Australian Statistician.
- d. Any fee adjusted under this sub-clause shall be adjusted to the nearest whole dollar.
- e. An adjustment of the fee made under this clause shall take effect on its due date, notwithstanding that any fee notice to the Licensee is not issued until after that date specified or referred to in item 3 of the Schedule.

3.3 Market Review of Licence Fee

- a. In addition to the provisions of clause 3.2 above, the Licensor may, in the period commencing 6 months prior to the Market Review Date and ending 3 months prior to the Market Review Date, give the Licensee a Market Review Notice.
- b. If the Licensee does not serve on the Licensor a Market Review Objection Notice within 7 days of service of the Market Review Notice, then the Licensor's Amount will become the Licence Fee from the relevant Market Review Date.
- c. If the Licensee serves a Market Review Objection Notice, then the Licensor and Licensee will seek to agree on a Valuer to determine the Licence fee. If they cannot agree on a Valuer within 10 days of service of the Market Review Objection Notice, then the President of the Institute is to nominate a Valuer.
- d. The Valuer will determine the Annual Market Licence Fee for the use of the Premises and to apply from the relevant Market Review Date and such a determination will be final and binding on the Licensor and on the Licensee.
- e. Pending the Valuer's determination of the annual market licence fee, the Licensee will continue to pay the Licence fee payable as at the relevant Market Review Date.
- f. Within 7 days after the date of the determination of the Licence fee, the Licensor and the Licensee will make any necessary adjustment in respect of any under or overpayment of the Licence fee calculated as from the relevant Market Review Date.
- g. The costs of the Valuer will be borne equally by the Licensor and Licensee.
- h. For the purposes of this clause:

**'Market Review Notice'** means a notice in writing given by the Licensor to the Licensee specifying the Licensor's Amount;

**'Licensor's Amount'** means the amount which the Licensor determines to be the annual market licence fee appropriate to the Premises and as at the relevant Market Review Date;

**'Market Review Date'** means each of the dates specified in Item X;<sup>6</sup>

**'Market Review Objection Notice'** means any notice in writing in which:

- (i) the Licensee disputes the Licensor's Amount;
- (ii) states an alternative figure which the Licensee considers to be the annual market licence fee to apply from the relevant Market Review Date; and
- (iii) requires such licence fee to be determined in accordance with the provisions of this clause.

**'Valuer'** means any person:

- (i) who has been a full member of not less than 5 years' standing of the Institute;
- (ii) who is registered to practice as a valuer of the kind of premises now licensed by this Licence; and
- (iii) who has not less than 5 years' experience in the State in which the Premises are located.

3.4 Licensee to Pay Rates etc

The Licensee will, when the same become due for payment, pay all rates, taxes (including Land Tax) assessments, duties, charges and fees whether municipal, local government, parliamentary or otherwise which are at any time during the currency of this Licence lawfully charged upon, imposed or levied in respect of the Land or on the Licensee on account thereof and will if required by the Licensor produce to the Licensor the receipts for such payments within ten (10) business days after the respective due dates for payment and in case such rates, taxes, duties and fees so covenanted to be paid by the Licensee are not paid when the same shall become due the Licensor may if the Licensor 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 in arrears.

3.5 Licensee to Pay Other Charges

The Licensee will pay all other fees, charges and impositions which are at any time during the Term payable in respect of the Land or on account of the use and occupation of the Premises by the Licensee.

3.6 Licensee to Pay for Services

The Licensee will, 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 or consumed in or on the Land and will also pay all charges in respect of any telephone services connected to the Premises.

3.7 Goods and Services Tax

a. Definitions

In this clause the expressions 'GST', 'Supply' and 'Taxable Supply' have the meanings given to those expressions in the A New Tax System (Goods and Services Tax) Act 1999.

b. Amounts GST exclusive

With the exception of any amount payable under this clause, unless otherwise expressly stated the full amount stated to be payable under this Deed are exclusive of GST.

c. Responsibility for GST

(i) Despite any other provision in this Deed, if GST is imposed on any supply made under this Deed, the recipient must pay to the supplier, an amount equal to the GST payable on the Taxable Supply;

(ii) The recipient must pay the amount referred to in sub-clause (c)(i) in addition to and at the time payment for the Taxable Supply is required to be made under this Deed.

d. Valuer/Umpire to return GST exclusive value

Any Valuer or Umpire returning a valuation must return a GST exclusive market value for it in any case where the valuation is for the purpose of determining a supply value to which GST is to be added under this Deed.

3.8 Interest on Overdue Money

The Licensee shall pay interest on any money due and payable under this Deed to the Licensor at the rate prescribed from time to time for interest payable on overdue judgements by the Supreme Court Act.

4. COVENANTS OF LICENSEE

4.1 Use of Premises

The Licensee covenants that it will:

- a. not leave or deposit rubbish or litter on any part of the Land;
- b. not do or omit to do any act, matter or thing which might in any way endanger any person, equipment, chattels or goods which may be on the Land;
- c. not do or omit to do any act, matter or thing which causes a nuisance or annoyance to the Licensor or the owners or occupiers of neighbouring land;
- d. advise the Licensor of any matter relating to the land which may cause any danger or injury to any person or property.

4.2 Access to Land

- a. The Licensee, in gaining access to the Land, must ensure that all gates are securely fastened after use and must comply with all reasonable directions given by the Licensor from time to time as to gaining access to the Land.
- b. The Licensee may erect a fence around the boundaries of the Land at the cost of the Licensee.
- c. If the Licensee erects a fence under clause 4.2(b), the Licensee will issue any keys required to access the Land to the Licensor.
- d. The Licensee will, if directed by the Licensor, erect and maintain gates in any fence constructed by the Licensee or in any fence situated on the land for use by persons authorised to obtain timber or other material from such land.
- e. The Licensee acknowledges the Licensor is not liable to provide access to the Land over other land held by the Licensor or any other land.

4.3 Environmental Compliance

- a. The Licensee must keep the land free from contamination and must not use the land or permit the land to be used in any way which could result in the discharge of pollution or an environmental hazard.
- b. The Licensee must comply with all laws (including orders and notices issued, pursuant to those laws) relating to the environment.
- c. The Licensee must immediately advise the Licensor of any contamination or environmental hazard that it has caused on the land. The Licensee is responsible to remediate any such contamination or environmental hazard.
- d. The Licensee indemnifies the Licensor against any claim suffered by the Licensor as a result of a breach by the Licensee of this clause.

4.4 Licensee not to Impose Liability on Licensor

Subject to any other provision in this Deed the Licensee will 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 Deed.



4.5 Licensee not to Undertake Development

The Licensee will not undertake any development within the meaning of the Environmental Planning and Assessment Act 1979, contrary to the provisions of that Act, or in breach of any restriction, condition or prohibition imposed by an Environmental Planning Instrument or condition of a Development Consent.

4.6 Development Consent

The Licensee will not undertake any activity on or within the Land for which consent is required under the Environmental Planning and Assessment Act 1979 or any instrument made thereunder without first obtaining such consent and in accordance with any condition or requirement of that consent.

4.7 Compliance with Statutes

- a. The Licensee will comply with the requirements of all statutes, regulations or by-laws and requirements of all relevant public and local authorities insofar as they apply in relation to the use and occupation of the Land.
- b. The Licensee will 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 Land.

4.8 Licensee not to Part with Possession

Subject to any other provision of this Deed, the Licensee will not, during the term of this Deed, transfer or create any interest in the License or authorise or permit any person to occupy the Land.

4.9 Ownership of Improvements

- a. For the purposes of this clause '**Improvement**' means any building structure or facility.
- b. The Licensee expressly acknowledges that any improvement constructed, erected, effected or undertaken on the Land during the Term shall forthwith become the property of the Licensor and the Licensee will not be entitled to any compensation in respect thereof.

4.10 Licensee may Repair Improvements

- a. For the purposes of this clause '**Repair**' means to replace part of an improvement with material of a similar type and size but not so as to enlarge or significantly alter the appearance or structure of the improvement.
- b. The Licensee may from time to time, at the Licensee's own expense, Repair the Improvement.
- c. The Licensee shall not undertake any work upon an Improvement which does not involve the painting of the Improvement or is not a Repair as defined in this clause.

4.11 Land not to be Cultivated except for Limited Purpose

The Licensee will not cultivate the land except to the extent necessary for the growth and spread of pasture grasses.

4.12 Overstocking

Where the Licensor is of the opinion that the Licensee is overstocking either the whole or part of the premises the Licensor may from time to time direct the Licensee by notice in writing that the number and type of stock that may be depastured on the Premises or such part as may be described in the notice shall not exceed the number and type of stock specified in the notice and the Licensee will ensure that the number and type of stock so specified shall not be exceeded.

4.13 Licensee to Eradicate Noxious Plants, Animals etc

The Licensee will take steps to eradicate or control all noxious plants, noxious animals and noxious insects on the premises which the Licensee may by law be required to eradicate or control.

4.14 Soil Conservation Act

The Licensee will comply with the provisions of the Soil Conservation Act 1938.

4.15 Licensee not to Burn Off

The Licensee will not carry out any burning off on the Premises except with the prior consent of the Licensor in writing and after compliance with the requirements of the Rural Fires Act 1997. Any consent granted in accordance with this condition shall be subject to such conditions as the Licensor may impose.

4.16 Licensee not to take Timber

The Licensee will not interfere with, by ring-barking or otherwise, any trees or saplings on the premises except under the authority of a permit issued under the provisions of the Forestry Act 1916 or any other applicable statute or regulation.

4.17 Licensee not to Remove Materials

- a. The Licensee will not mine, remove, extract, dig up or excavate any sand stone, gravel, clay, loam, shell or similar substance or permit any other person to undertake any such action without the prior consent in writing of the Licensor and subject to such conditions as the Licensor may determine.
- b. Subclause (a) shall not apply to any removal, digging up or excavation as may be necessary to construct or undertake any improvement authorised by, or under, this Deed provided that such removal, digging up or excavation is undertaken in accordance with the requirements of that authority.
- c. The Licensor and the Licensee expressly agree that a failure by the Licensee to comply with any condition imposed, pursuant to subclause (a), shall constitute a failure by the Licensee to comply with the provision or covenant of this Deed.

5. LICENSOR'S RIGHT TO ENTER INSPECT AND REPAIR

The Licensor and the Licensor's agents may, at all reasonable times on giving the Licensee reasonable notice, (except in the case of emergency where no notice shall be required) enter upon the premises and view the state of repair thereof and may serve upon the Licensee a notice in writing of any defect (the repair of which is the Licensee's obligation hereunder) requiring the Licensee within fourteen (14) days to repair the same.

6. INDEMNITIES AND RELEASES

6.1 Occupancy at Licensee's Risk

The Licensee agrees to occupy and use the Land at the risk of the Licensee and releases the Licensor to the full extent permitted by law from all claims in respect of, or resulting from, any accident, damage, injury or breach occurring on the land except occurring by the negligence of the Licensor.

6.2 Damage to Property

The Licensor is not liable for any claim if any property owned, or used by the Licensee on the Land is stolen or injured, destroyed or damaged by water, heat, fire, vermin or otherwise except occurring by the negligence of the Licensor.

6.3 Indemnity

The Licensee will indemnify and keep indemnified the Licensor against all claims arising, or which may arise, directly or indirectly out of the death of or injury to any person, damage to, or loss of any property due to the entry on, and use of the land by the Licensee or arising from its exercise of any of its rights under this Deed, except occurring by the negligence of the Licensor.

6.4 Negation of Warranties

The Licensor makes no express or implied warranty that the land is now, or will remain, suitable or adequate for all or any of the purposes of the Licensee or can be used for the proposed purpose. All warranties (if any) as to suitability and adequacy of the Land implied by law is to the extent permitted by law expressly negated.

7. INSURANCE

7.1 The Licensee will, at its cost, maintain during the Term Public Liability Insurance for the amount in Item 6 (in the names of the Licensee and Licensor).

7.2 If required by the Licensor, the Licensee must provide copies of the policy and/or certificates of currency and/or evidence of payment of premiums.

7.3 The Licensor and the Licensee will not do or permit anything to be done which renders the above insurance void or voidable.

8. TERMINATION AND PARTIAL RESUMPTION

8.1 Revocation at any Time

The Licensor may in its absolute discretion revoke this Licence at any time by serving on the Licensee a notice in writing revoking this Licence.

8.2 Partial Resumption

The Licensor may in its absolute discretion resume part of the Premises at any time for its own purposes by serving on the Licensee a notice in writing specifying the area of the Premises to be resumed.

8.3 Date of Effect of Revocation

A revocation or resumption made under this clause shall take effect on the date specified in the notice or where no date is specified in the notice, 21 days after the date on which the notice is served on the Licensee.

8.4 No Compensation

Except as may be expressly provided for in this Deed the Licensee acknowledges and agrees that the Licensee will not be entitled to any compensation costs or damages in respect of the revocation or partial resumption of this Licence.

8.5 Reduction of Licence Fee on Partial Resumption

The Licence fee shall reduce in proportion to the area of the Premises resumed by the Licensor pursuant to this clause with the varied Licence fee to apply from the date the resumption takes effect.

8.6 Revocation on Request of the Licensee

- a. subject to clause 8.6(b) the Licensee may at any time by notice served on the Licensor request that this Licence be revoked and the Licensor if it is satisfied that the Licensee has complied with the conditions and provisions of this Licence will as soon as practicable comply with such a request.
- b. the Licensee may if part of the premises is resumed by the Licensor pursuant to this clause 8 by notice served on the Licensor prior to the date the resumption takes effect request that this Licence be revoked and the Licensor shall comply with that request.

8.7 Licensee to Vacate

On termination of the Licence, the Licensee will:

- a. vacate the Premises, leaving it in good order and condition;
- b. pay the Licensor all moneys due under this Deed including payment for any loss, damage, costs or expenses sustained by the Licensor relating to any breach of this Deed by the Licensee.

9. GENERAL

9.1 Notices

- a. All notices demands and other communications (**'Notices'**) required or permitted to be given by one party to another must be in writing and:
  - (i) delivered personally; or
  - (ii) sent by pre-paid mail to the address shown in Item 4; or
  - (iii) sent by facsimile transmission to the facsimile number of the addressee with acknowledgement of receipt from the facsimile machine of the addressee.
- b. A Notice or other communication is taken to have been received (unless otherwise proved):
  - (i) if mailed, on the second business day after posting;

(ii) if received by facsimile before 4.00 pm on a business day at the place of receipt, on the day it is received and otherwise on the next business day at the place of receipt.

c. All Notices will be sent to the address for services of Notices set out in Item 4. If a party wishes to change any details in Item 4 then it must give the other party notice in writing of the change.

9.2 Joint and Several Covenants

Any covenant or agreement on the part of two (2) or more persons shall be deemed to bind them jointly and severally.

9.3 Severability

Any provision of this Deed which is illegal, void or unenforceable will be ineffective to the extent only of such illegality, voidness or unenforceability without invalidating the remaining provisions of this Deed.

9.4 Costs and Stamp Duty

a. The Licensee will pay the Licensor's reasonable costs and disbursements for the preparation and execution of this Deed. The Licensee will pay all stamp duty (including fines, if applicable) in relation to this Deed.

b. The Licensee will pay the Licensor's costs including legal costs and/or consultant's fees in enforcing any of its rights under this Deed and in giving or granting its consent or approval to the Licensee as required by this Deed.

9.5 Licensee to Pay Cost of Work

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

9.6 Time to be of the Essence

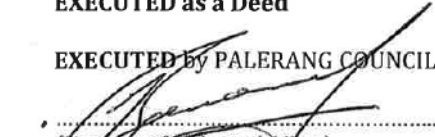
The Licensor and the Licensee expressly agree that where in any provision of this Deed the Licensee is given or allowed a specified time within which to undertake or do any act or thing or any power is conferred or any event occurs after the lapsing of a specified time, time shall be of the essence of the Contract in that regard.

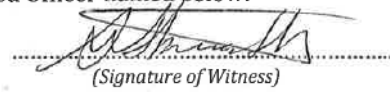
**SCHEDULE**

- 1. Land: **Lot 10 DP 1111968**  
(Shown in Plan Annexed hereto and Marked 'A')
- 2. Initial Licence Fee: [\$2,000]
- 3. Term: From: 25 November 2010  
Until terminated as herein provided
- 4. Address for Service of Notice: Licensor: Address 10 Majara Street  
Bungendore NSW 2621  
Fax: (02) 6238 1290  
Contact: G T Cunningham  
Licensee: Address: Mr Ben Gleeson  
3 Bowler Street  
Braidwood NSW 2622
- 5. Public Liability Insurance: \$20 million
- 6. Market Review Date: 5 yearly on the anniversary of the date of this Deed.

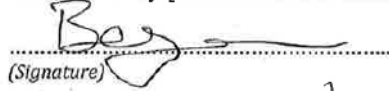
**EXECUTED as a Deed**


EXECUTED by PALERANG COUNCIL by the Authorised Officer named below:

  
.....  
(Signature of Authorised Officer)  
**Peter BADONES**  
.....  
(Name of Authorised Officer in full)

  
.....  
(Signature of Witness)  
**SONJA ABERNATHY (JP190638)**  
.....  
(Name of Witness in Full)

EXECUTED by [.....]

  
.....  
(Signature)  
**BEN GLEESON**  
.....  
(Name in Full)

  
.....  
(Signature of Witness)  
**SONJA ABERNATHY (JP190638)**  
.....  
(Name of Witness in Full)

EXECUTED by [.....]

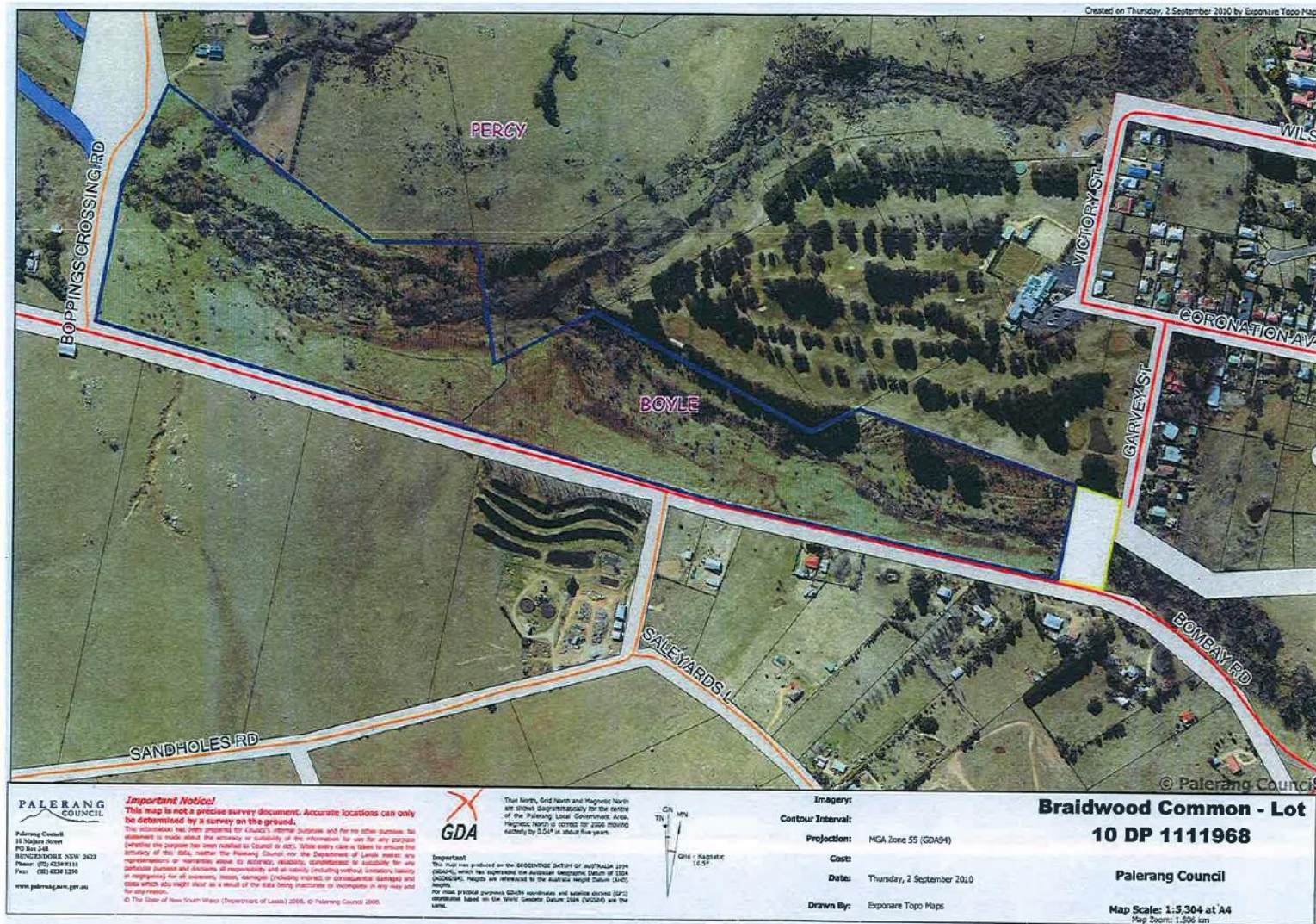
.....  
(Signature)  
.....  
(Name in Full)

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(Signature of Witness)  
.....  
(Name of Witness in Full)

**ANNEXURE A**

**PLAN OF PREMISIS:** Lot 10, DP 1111968 Approximately 18.8 ha (and excludes that portion shown bordered by yellow at the eastern end)

9.10 Establishment of s355 Committee for Braidwood Common  
 Attachment 4 - License for the Use of Braidwood Common (Continued)





**ANNEXURE B**

**Expression of Interest: Expression of Interest by Mr Gen Gleeson as submitted on  
26 October 2010**

**Expression of Interest for License to use the 'Braidwood Common'.**

Submitted by: Ben Gleeson

Contact details: 3 Bowler St. Braidwood, NSW, 2622. Ph: (02) 48422679. Mob: 0424286590.

To: Palerang Council, via Council's E-Tendering Portal.

**Introduction/Summary of proposal**

It is intended that this document will clearly convey my desire to promote **multiple community uses** as well as an enhanced opportunity for **sustainable private/commercial use** of the Braidwood Common in future.

Utilising experience gained through previous agricultural employment and through ongoing study for the Bachelor of Land Management (Ecological Agriculture) degree at Charles Sturt University, I intend to implement a range of measures that will develop the potential for appropriate management of this publically-owned land.

My experience in working on various local community projects with the Braidwood Urban Landcare Group (along with different funding bodies and in association with Palerang Council), has given me an awareness of potential sources of funding for the types of developments proposed in this document. I expect that these developments will occur in a staged manner over a period of roughly two to three years should I be granted this license to use the Braidwood Common.

As per the guidelines provided by Palerang Council, this 'expression of interest' for a license to use the Braidwood Common (hereafter referred to as 'the Common') is outlined as a response to each of the following four criteria:

- a) Offered annual fee;
- b) Proposed use;
- c) Proposed Improvements; and,
- d) Proposed Environmental Arrangements.

**a) Offered annual fee**

I would like to offer an annual fee of **\$2000.00** as per the suggested minimum associated with this tender. I understand the conditions for any future adjustments of this fee as outlined in the 'draft deed of license'.

**b) Proposed use**

Given the size and unique location of the Common relative to Braidwood and taking into account various aspects of the Braidwood community, I propose that multiple uses may be accommodated on this piece of land. Appropriate landscape-planning and fencing (discussed below under 'proposed improvements') will allow for **community activities** such as:

- 'Common' grazing activities – One sub-divided paddock close to the eastern (town) end of the Common will be put aside for periodic community use as required. Such uses are those typically associated with visiting horses e.g. horses participating at the ANZAC day march, Braidwood heritage day parade, or other regular or occasional events or activities.
- Recreational activities – these include:
  - A creek-corridor walking trail that would make it possible for pedestrians to reach the Golf-course lookout from the current granite path and new footbridge below Garvey Street.
  - Along with appropriate native plantings (see below) facilities such as 'hides' will enable bird-watching activities, especially beside the pool at the confluence of Flood and Monkitee Creeks.
- Landcare and environmental activities – these include:
  - Re-introduction of various native species through the use of 'strip' plantings in appropriate areas of the Common.
  - Potential for future demonstration and educational activities that relate to appropriate agricultural land-management techniques and species selection for local riparian zones.
  - Wider demonstration of the incorporation of environmental values with peri-urban recreational landuse and agricultural activity.

**Private/commercial activities** will include:

- Longer-term agistment of horses for Braidwood's urban residents. Allowing for standard agistment arrangements will help to off-set costs associated with the annual license fee as well as providing a further 'service' to the local community. This will not take place until improved fencing and appropriate off-stream water points are in place. Wind-break plantings of native trees will also improve agistment conditions in future.
- Ordinary grazing of domestic livestock. –Such grazing will remain the principle land-management tool for the control of ordinary vegetation, including to maintain access along the proposed 'creek-corridor walking trail' (mentioned above). I intend to be grazing a small number of my own stock but also hope to facilitate the grazing of other stock in partnership, or by arrangement, with other Braidwood residents if there is demand and when adequate feed is available.

**c) Proposed improvements**

I intend that through the procurement of various environmental and community grants available through Landcare and other agencies, numerous improvements will be undertaken on the Common. These include:

- Fencing improvements – I propose that new internal fencing will enable better grazing management allowing for more productive 'controlled grazing' in future as well as ensuring the maintenance of environmental values associated with this publically-owned riparian land. Broadly, these improvements will consist of the creation of a fenced riparian corridor which will be occasionally grazed and can be used as a laneway to access new separate paddocks along either side of the creeks. Improvements will also be made to existing boundary fences where these are presently in need of repair or replacement in order to safely contain stock.
- Off-stream water points – The newly created internal paddocks will each require access to off-stream water-points, these will be supplied from elevated tank storages.
- Tree plantings – Appropriately planned fencing associated with the new riparian corridor and off-stream paddocks will allow for the creation of multiple tree-lanes. Tree plantings will occur along the length of the riparian corridor and, perpendicular to this, in lanes along the edges of the new paddocks to act as wind-breaks.
- Reconstruction of stock-ramp – The presently existing stock-ramp is no longer useable and the stockyards previously associated with it have been dismantled. I intend to build a new stockyard and ramp and will take this opportunity to reconsider (in consultation with council) the appropriate location of these facilities.

**d) Proposed environmental arrangements**

Planned fencing activities will enable better management of stock along the riparian sections of the Common. This will **lessen the incidence and severity of erosion** associated with stock (especially cattle) grazing in an uncontrolled manner along creek banks.

Excluding stock from waterways will also **decrease nutrient pollution and improve downstream water quality**.

Tree-planting along the riparian corridor and in tree-lanes associated with new paddocks will further lessen the incidence of erosion and at the same time will **improve native habitat and increase biodiversity** on the Common.

There are numerous weedy species presently occurring on the Common. Each of these presents a different level of threat to agricultural, environmental and amenity values. I intend to institute an ongoing **program of weed management** based on considered prioritisation of the various species that are present. Integrated management will be employed to deal with these weeds in order of priority. Initial herbicide application will be used where appropriate, new fencing will enable the use of controlled grazing techniques to help suppress and discourage the re-emergence of some weed species in future.

The dominance of scotch-broom in some areas and its notable ability to spread makes this a very high priority weed to tackle at present. Blackberry is also present and, though only sparsely occurring, its ability to spread makes it a high priority also. Numerous other weeds will be managed as per standard ongoing requirements for spot-spraying or mechanical control as required.

At present willows are the only major riparian tree species on the Common. The immediate removal of these may cause more environmental disturbance than they currently represent if left in situ. Appropriate ongoing plantings of native tree species along the riparian corridor will enable a gradual removal of willows from within this environmentally sensitive zone. In the short-term, an inspection of the creek bed will identify any 'problem willows' that may be causing undesirable flow deflection or instability of the creek banks. These may be pruned or removed as required separately to the, more gradual, overall willow management program.

