



Agenda

Council Meeting

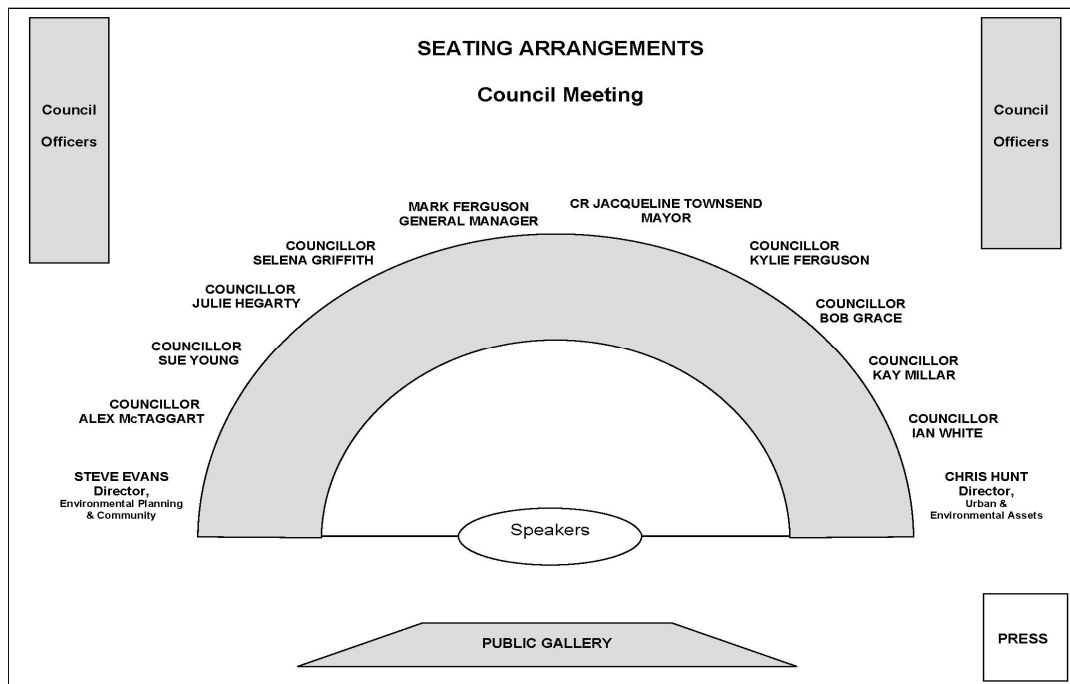
Notice is hereby given that a Council Meeting of Pittwater Council will be held at Mona Vale Memorial Hall on

3 August 2015

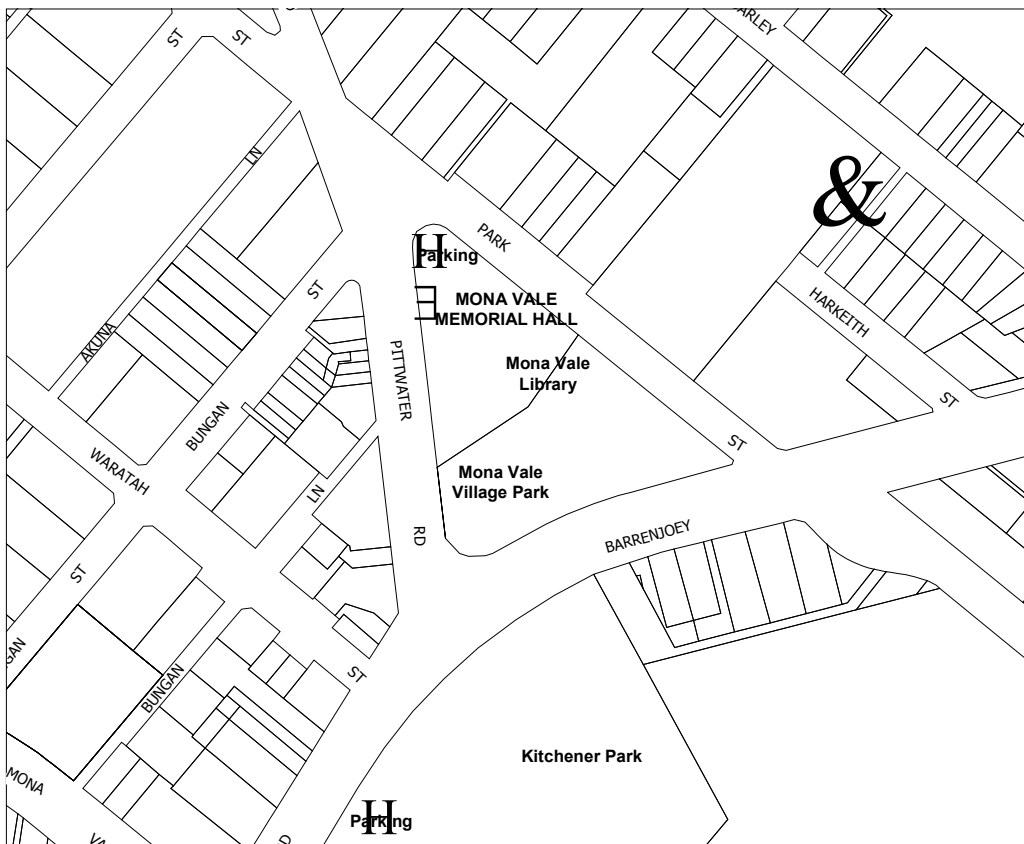
Commencing at 6.30pm for the purpose of considering the items included on the Agenda.

Mark Ferguson
GENERAL MANAGER

Seating Arrangements



Meeting Location



All Pittwater Council's Agenda and Minutes are available on the Pittwater website at www.pittwater.nsw.gov.au

Acknowledgement of Country

**Pittwater Council honours and respects the spirits of the
Guringai people.**

**Council acknowledges their traditional custodianship of
the Pittwater area.**

Statement of Respect

**Pittwater Council promotes and strives to achieve a climate of respect
for all and endeavours to inspire in our community shared civic pride by
valuing and protecting our unique environment, both natural and built,
for current and future generations.**

**We, the elected members and staff of Pittwater Council, undertake to
act with honesty and integrity, to conduct ourselves in a way that
engenders trust and confidence in the decisions we make on behalf
of the Pittwater Community.**

Council Meeting

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**The Senior Management Team
has approved the inclusion of
all reports in this agenda.**

Council Meeting

1.0 Apologies

Apologies must be received and accepted from absent Members and leave of absence from the Council Meeting must be granted.

2.0 Declarations of Pecuniary and Conflict of Interest including any Political Donations and Gifts

Councillors are advised of the following definitions of a "pecuniary" or "conflict" of interest for their assistance:

- * Section 442 of the Local Government Act, 1993 states that a "pecuniary" interest is as follows:

"(1) [Pecuniary interest] A Pecuniary interest is an interest that a person has in a matter because of a reasonable likelihood or expectation of appreciable financial gain or loss to the person or another person with whom the person is associated.

(2) [Remoteness] A person does not have a pecuniary interest in a matter if the interest is so remote or insignificant that it could not reasonably be regarded as likely to influence any decision the person might make in relation to the matter."

Councillors should reference the Local Government Act, 1993 for detailed provisions relating to pecuniary interests.

- * Council's Code of Conduct states that a "conflict of interest" exists when you could be influenced, or a reasonable person would perceive that you could be influenced by a personal interest when carrying out your public duty.

Councillors are also reminded of their responsibility to declare any Political donation or Gift in relation to the Local Government & Planning Legislation Amendment (Political Donations) Act 2008.

- * A reportable political donation is a donation of:
 - \$1,000 or more made to or for the benefit of the party, elected member, group or candidate; or
 - \$1,000 or more made by a major political donor to or for the benefit of a party, elected member, group or candidate, or made to the major political donor; or
 - Less than \$1,000 if the aggregated total of the donations made by the entity or person to the same party, elected member, group, candidate or person within the same financial year (ending 30 June) is \$1,000 or more.

3.0 Confirmation of Minutes

“Councillors are advised that when the confirmation of minutes is being considered, the only question that can arise is whether they faithfully record the proceedings at the meeting referred to. A member of a council who votes for the confirmation of the minutes does not thereby make himself a party to the resolutions recorded: **Re Lands Allotment Co (1894) 1 Ch 616, 63 LJ Ch 291.**”

Minutes of the Council Meeting held on 20 July 2015.

4.0 Public Addresses

The following guidelines apply to any person addressing a Council / Committee meeting in relation to an item on the Council / Committee meeting agenda:

1. *A member of the public may be granted leave to address a meeting of Council or a Committee, where such a request is received by the General Manager no later than 3.00pm on the day of the meeting. This is subject to:*
 - (a) *A maximum of up to six speakers may address on any one item, with a maximum of three speakers in support of the recommendation in the report, and three speakers in opposition.*
 - (b) *A limitation of three minutes is allowed for any one speaker, with no extensions.*
 - (c) *An objector/s to a development application is to speak first with the applicant always being given the right to reply.*

Exceptions to these requirements may apply where:

- (a) *The Meeting specifically requests that a person be interviewed at a meeting.*
 - (b) *The Meeting resolves that a person be heard at the meeting without having given prior notice to the General Manager*
2. *Once a public/resident speaker has completed their submission and responded to any Councillor questions, they are to return to their seat in the public gallery prior to the formal debate commencing.*
3. *No defamatory or slanderous comments will be permitted. Should a resident make such a comment, their address will be immediately terminated by the Chair of the meeting.*
4. *Council's general meeting procedures apply to Public Addresses, in particular, no insults or inferences of improper behaviour in relation to any other person is permitted.*
5. *Residents are not permitted to use Council's audio visual or computer equipment as part of their address. However, photographs, documents etc may be circulated to Councillors as part of their address.*

5.0	Councillor Questions with Notice
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Nil.

6.0	Mayoral Minutes
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Nil.

7.0	Business by Exception
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Items that are dealt with by exception are items where the recommendations contained in the reports in the Agenda are adopted without discussion.

8.0	Council Meeting Business
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C8.1	2015 Local Government NSW (LGNSW) Annual Conference - Appointment of Delegates and Submission of Motions
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Meeting: Council

Date: 3 August 2015

COMMUNITY STRATEGIC PLAN STRATEGY: Corporate Management

COMMUNITY STRATEGIC PLAN OBJECTIVE:

- To provide leadership through ethical, accountable and legislative decision-making processes
- To ensure local democratic representation

DELIVERY PROGRAM ACTION:

- Provision of Administrative Support to Elected Councillors
-

1.0 EXECUTIVE SUMMARY

1.1 SUMMARY

To appoint Councils delegates and consider various motions and issues for submission to the 2015 Annual LG NSW Conference to be held in Sydney from Sunday 11 October 2015 to Tuesday 13 October 2015.

The Local Government NSW Conference is one of the most important conferences of the year. A number of motions that set policy for the direction of Local Government NSW are considered at the meeting and it allows Councillors the opportunity to network with other Councillors throughout the state.

Council needs to determine its delegates to the conference and endorse any motions for referral to the Board by the due date.

2.0 RECOMMENDATION

- 1. That the attached Motion be submitted to Local Government NSW for consideration at the 2015 LG NSW Conference in Sydney in October 2015.***
 - 2. That up to five (5) voting delegates plus two (2) reserve delegates be nominated to attend the 2015 LG NSW Conference.***
-

3.0 BACKGROUND

3.1 PURPOSE

To appoint Council's delegates and consider various motions and issues for submission to the 2015 Annual LG NSW Conference to be held in Sydney from Sunday 11 October 2015 to Tuesday 13 October 2015.

3.2 BACKGROUND

- 3.2.1 The 2015 Annual LG NSW Conference will be held in Sydney (Rosehill Gardens Racecourse) from Sunday 11 October 2015 to Tuesday 13 October 2015.
- 3.2.2 This year the conference will involve two types of voting. Voting will take place on the election of Board members and also on the motions and as such the Association will develop separate rolls for voting on each matter.
- 3.2.3 Advice received to date indicates that Council is entitled to nominate five (5) voting delegates to attend the Conference for the election of the Board and five (5) voting delegates for the Motions and obviously they can be the same delegates.
- 3.2.4 Rule 23 of the Association provides a rather complicated formula for the number of voting delegates for each Council and unfortunately the Association will not be in a position to confirm the final number for Council's until mid to late August.
- 3.2.5 As a consequence Council may wish to appoint an additional two (2) delegates as reserves should the actual number of voting delegates increase after consideration of this matter.
- 3.2.6 In addition Cr Hegarty will attend the Conference in her capacity as an Executive on the Board.
- 3.2.7 LG NSW has resolved that the motions submitted will only be included in the business paper where they :-
- Are consistent with the objects of the Association (see rule 4 of the Association's rules)
 - Relate to Local Government in NSW and /or across Australia
 - Concern or are likely to concern Local Government as a sector
 - Seek to advance the Local Government policy agenda of the Association and/or improve governance of the Association.
 - Have a lawful purpose
 - Are clearly worded and unambiguous in nature, and
 - Do not express preference for one or several members over one or several other members.
- 3.2.8 A copy of the Draft Business Paper is attached as "Attachment 2" and the finalised Business Paper will be available on the Association's website and circulated to members approx. two weeks prior to the Conference.
- 3.2.9 Motions are required to be submitted by 24 August 2015 with the absolute deadline being the 14 September 2015.
- 3.2.10 Each member must nominate its voting delegates by 18th September 2015.
- 3.2.11 One motion recommended for referral to the Conference is attached as "Attachment 1"

3.3 POLICY IMPLICATIONS

- Council's policy For the Payment of Expenses and Provision of Facilities to the Mayor Deputy Mayor and Councillors (Policy No 145) authorises attendance at this conference

3.4 RELATED LEGISLATION

Local Government Act 1993

3.5 FINANCIAL ISSUES

3.5.1 Budget

- There is sufficient funds allocated for the attendance of the Mayor, General Manager and Interested Councillors at this Conference.

3.5.2 Resources Implications

- Other than the budget implications there are no additional resource implications of Councillors attending this conference

4.0 KEY ISSUES

- Appointment of voting delegates
- Consideration of any motion for the conference

5.0 ATTACHMENTS / TABLED DOCUMENTS

Attachment 1: Draft Motion

Attachment 2: Draft Business Paper for the Conference

6.0 SUSTAINABILITY ASSESSMENT

6.1 GOVERNANCE & RISK

6.1.1 Community Engagement

The appointment of Delegates to conferences does not require community consultation to occur.

6.1.2 Risk Management

- Many councils in the past have sent their whole council to this conference and as a consequence received a hostile backlash from the public from negative media coverage. Any reputational risk can be controlled by restricting the number of Councillors attending to those appointed by Council as voting delegates.

6.2 ENVIRONMENT

6.2.1 Environmental Impact

- There are no environmental impacts as a consequence of Councillor attendance at the Conference.

6.3 SOCIAL

6.3.1 Address Community Need & Aspirations

- There are no social impacts as a consequence of Councillor attendance at the Conference)

6.3.2 **Strengthening local community**

- The Councillors ability to network with other Councillors and to learn first hand how the major issues facing Local Government as an Industry are dealt with will help Councillors to resolve similar issues which this Council may face in the next few years

6.4 **ECONOMIC**

6.4.1 **Economic Development**

- There are no economic impacts as a consequence of Councillor attendance at the Conference.

Report prepared by

Warwick Lawrence
MANAGER, ADMINISTRATION & GOVERNANCE

MOTION

That the Local Government Association lobby the State and Federal Government to develop and implement research into the management of flying fox colonies with a view to:-

1. Developing a clear set of guidelines as to when camps are problematic based on available management options, flying fox welfare and resident amenity;
2. Undertaking research into camp management and potentially camp creation in suitable locations;
3. Providing a focus on ensuring that fox-flying habitat is retained in non-nuisance areas and re-establishment where practical;
4. The State and Federal Government funding the development of camp management action plans with clear and concise guidelines on positive solutions and outcomes to the relocation of problematic colonies in urban areas, and
5. State and Federal Government financial assistance being provided for managing amenity impacts where in-situ management is recommended.

Background Information

Flying fox colonies are becoming more problematic, there are numerous camps located in urban areas that are either new colonies or small colonies that have grown in size to become problematic for adjoining residents. Unfortunately in some instances these colonies require management.

Clearly this is a state-wide and national issue as flying foxes migrate between locations and camps across the whole east coast with actions in one location affecting other locations. This may be exacerbated by climate change leading to colonies appearing in new locations where they were not previously recorded.

Currently management actions fall to the land manager (almost always Local Councils), however the ability for the land manager to implement actions is generally beyond their ability and budgetary constraints. With actions frequently failing or leading to animal welfare issues. The State and Federal Governments must provide a clear forward path to ensure that both flying-fox welfare and residents' amenity are managed as well as possible.



Local Government NSW Annual Conference 2015

DRAFT PROGRAM Sunday 11 – Tuesday 13 October, 2015 (as of 15 June 2015)

Main conference venue is Rosehill Gardens Racecourse, Grand Pavilion, James Ruse Drive, Rosehill 2142

This program is correct at the time of printing; speakers and program details may have changed due to unforeseen circumstances.

Sunday 11 October

11.00am – 3.00pm	Bump in sponsors to Grand Pavilion Level 1
3.00pm – 7.00pm	Registration opens in the Grand Pavilion Level 1
4.30pm – 5.00pm	Prebooked local Transfer buses
5.00pm – 7.00pm	President's Opening Reception in the Grand Pavilion Level 1 <ul style="list-style-type: none"> • Welcome To Country, Auntie Kerrie Kenton, Watte Wanne Knowledge holder of the Darug Nation • Welcome from Cr Scott Lloyd, Lord Mayor of Parramatta • Opening from Cr Keith Rhoades AFSM, President, LGNSW
7.00pm	Prebooked local transfer buses

Monday 12 October

Business Session Day 1 – chaired by Cr Keith Rhoades AFSM, Grand Pavilion Level 2

8.00am – 5.00pm	Registration opens in Ground Floor in the Grand Pavilion Level 1 Distribution of voting materials and electronic handsets Trade Exhibition opens in Grand Pavilion Level 1. Prebooked local transfer buses
8.00am – 10.00am	Voting for LGNSW Board President, Vice Presidents, Treasurer and Directors (voting for all positions at the one time)
9.15am – 9.45am	Address from The Hon Mike Baird MP, Premier of New South Wales
9.45am – 10.00am	Address from Cr Keith Rhoades AFSM, President, LGNSW
10.00am – 11.00am	Opening and closing of the Federal Conference, Opening of the State Conference and start of the Business session, Adoption of Standing Orders. Demonstration of voting units and Consideration of Motions chaired by Cr Keith Rhoades AFSM
11.00am – 11.30am	Morning tea in Trade Exhibition Voting for LGNSW Board President, Vice Presidents, Treasurer and Directors (voting for all positions at the one time)
11.30am – 1.00pm	Consideration of Conference business continued chaired by the President
1.00pm – 2.00pm	Lunch in Trade Exhibition Voting for LGNSW Board President, Vice Presidents, Treasurer and Directors (voting for all positions at the one time)
2.00pm – 3.30pm	Consideration of Conference Business continued, chaired by the President
3.30pm – 4.00pm	Afternoon tea in Trade Exhibition

	Voting for LGNSW Board President, Vice Presidents, Treasurer and Directors (voting for all positions at the one time)
4.00pm – 5.30pm	Consideration of Conference Business continued, chaired by the President Collection of all electronic handsets and voting cards
5.30pm – 6.30pm	Delegate networking function in Trade Exhibition Voting for LGNSW Board President, Vice Presidents, Treasurer and Directors (voting for all positions at the one time)
6.30pm	Trade Exhibition Closes
5.30pm – 6.30pm	Prebooked local transfer buses Free night for all delegates

Tuesday 13 October
Business Session Day 2 – chaired by Cr Keith Rhoades AFSM, Grand Pavilion Level 2

7.30am – 8.40am	ALGWA Breakfast 'Lessons on Leadership' with Donna Rygate, Local Government NSW Chief Executive, in Grand Pavilion 2 adjacent to main auditorium
8.00am – 5.00pm	Registration opens in Grand Pavilion Level 1 Prebooked local transfer buses
8.15am – 5.30pm	Trade Exhibition opens in Grand Pavilion Level 1
8.45am – 8.50am	Introduction by Master of Ceremonies, Ellen Fanning
8.50am – 9.10am	Short Address from Hon Duncan Gay MLC , Minister for Roads, Maritime and Freight (invited)
9.10am – 10.45am	Ellen Fanning presents Reform Q and A Debate: Hon Paul Toole MP , Minister for Local Government (invited), Hon Peter Primrose MLC , Shadow Minister for Local Government, Dr Joe Drew , Research Fellow in Local Government, UNE Centre for Local Government, Professor Percy Allan AM , Principal, Percy Allan & Associates
10.45am – 11.15am	Morning tea in Trade Exhibition
11.15am – 11.45pm	Address: Hon Paul Toole MP , Minister for Local Government
11.45am – 12.00pm	Presentation of the AR Bluett Awards
12.00pm – 12.30pm	Address: Hon Peter Primrose MLC , Shadow Minister for Local Government
12.30pm – 1.00pm	Messages from Elite and Distinguished Sponsors
1.00pm – 2.00pm	Lunch
2.00pm – 3.15pm	Federation and Constitutional Issues with Professor Greg Craven , Vice-Chancellor Australian Catholic University (invited), Speaker to be confirmed specialising in Local Government's role in Federation, Aden Ridgeway , RECOGNISE Spokesperson
3.15pm – 3.30pm	Message from Association of Mining Related Councils Inc (invited)

3.30pm - 3.45pm	Address on Association Business from Cr Keith Rhoades AFSM, President, LGNSW
3.45pm – 4.00pm	Presentation of the Treasurer's Report
4.00pm – 5.00pm LGNSW	If required, Association Business chaired by Cr Keith Rhoades AFSM, President, LGNSW
4.30pm – 5.30pm	Afternoon tea and Delegate Networking Function in Trade Exhibition
	Prebooked local transfer buses
	Cloak room facilities for those not returning home to change for dinner
Conference Dinner	
7.00pm	Prebooked local transfer buses Arrival drinks on the outside terrace of the Exhibition Building
7.45pm	Delegates seated and entrée served
8.00pm	LGNSW President introduces Elite Sponsor, StateCover
8.10pm	LGNSW President and Elite Sponsor present the Outstanding Service Awards CEO announce incoming LGNSW Board
8.30pm	Main Course served
9.00pm	Entertainment and dancing
10.00pm	First prebooked local transfer buses
11.00pm	Function finishes, final transfer buses
Close of Conference.	

Connecting Communities Committee

9.0 Connecting Communities Committee Business

C9.1 Scotland Island Community Vehicle Renewal

Meeting: Connecting Communities Committee

Date: 3 August 2015

COMMUNITY STRATEGIC PLAN STRATEGY: Traffic & Transport

COMMUNITY STRATEGIC PLAN OBJECTIVE:

- To reduce the use of and reliance on private motor vehicles
- To promote innovative and flexible transport systems and alternative transport options, such as energy efficient vehicles

DELIVERY PROGRAM ACTION:

- Work with Community transport providers to expand services to meet the needs of the Pittwater Community
-

1.0 EXECUTIVE SUMMARY

1.1 SUMMARY

To seek Council's approval to modify the previous arrangement and to enter into a 4 year agreement with the Manly Warringah Pittwater Community Transport (EASY Transport) for the provision of a Community Vehicle (four wheel drive twin cab utility) for use by the Scotland Island Residents Association (SIRA) for a Scotland Island Community Transport Service.

2.0 RECOMMENDATION

- 1. That Council enter into a lease agreement with Manly Warringah Community Transport (Easy Transport) for the provision of a vehicle for the sole purpose of providing a Scotland Island Community Transport Service for a period of four (4) years.*
 - 2. That quarterly rent installments be paid by Easy Transport in the amount of \$2,272.73 plus GST (\$2,500.00 total) to include the capital and operational costs for the vehicle.*
 - 3. That Easy Transport enter into a management agreement with Scotland Island Residents Association (SIRA) for the ongoing provision of the service on the island.*
 - 4. That the General Manager be authorised to execute all leasing documents and affix the Council Seal if required.*
-

3.0 BACKGROUND

3.1 PURPOSE

To seek Council's approval to enter into a four (4) year agreement with Manly Warringah Community Transport (Easy Transport) to provide the Scotland Island Residents Association with a new vehicle for a Scotland Island Community Transport Service.

3.2 BACKGROUND

Council has provided a vehicle to SIRA based on an almost full cost recovery basis since 1995.

1. At its meeting of 20 December, 2010, Council resolved:
 - “1. That the lease of a Community Vehicle to the Scotland Island Residents’ Association (SIRA) for a further four (4) year period be approved.*
 - 2. That the quarterly rent instalments be \$ 2,272.73 (\$ 2,500.00 including GST) to include the capital and operational costs for the vehicle.*
 - 3. That SIRA maintain comprehensive insurance cover for the vehicle and be fully responsible for all vehicle insurance excess and abnormal mechanical and smash repairs.*
 - 4 That the General Manager be authorised to execute all documents and affix the Council Seal if required.”*
2. The existing agreement has reached the end of lease and the vehicle is in need of replacement.
3. Due to recent changes to NSW Passenger Transport Act 2014, SIRA do not qualify for accreditation for the provision of this service. It is therefore proposed that Easy Transport take on the lease for the replacement vehicle and provide the ongoing management of the Scotland Island Service. As an established community transport provider they meet the relevant accreditation requirements of the Act and will be able to receive community transport funding from Transport for NSW.
4. SIRA has requested the replacement vehicle be of the same make, model and specifications as the previous vehicle which met the ongoing needs of their community vehicle service to the residents of Scotland Island. The existing vehicle is a Mitsubishi Triton and has been found to be exceptionally reliable over the past 4 years.

4.0 POLICY IMPLICATIONS

This service is provided as a result of a Council resolution and not by way of a policy of the Council.

4.1 RELATED LEGISLATION

NSW Passenger Transport Act 2014

4.2 FINANCIAL ISSUES

4.2.1 Budget

- This service is expected to be provided on a near full cost recover basis subject to the amount of servicing required. Any overrun on servicing costs would not be expected to exceed \$1,000 to \$1,500pa and as such will be able to be provided within the current operational budget of the Council’s workshop.
- Sufficient funds are available in the fleet reserve to purchase the replacement vehicle.

4.2.2 Resources Implications

- There are no other resource implications for Council for the provision of this service

5.0 KEY ISSUES

5.1 Selection of Vehicle

- The Mitsubishi Triton currently in service has proven to be reliable over the past four years and has been able to meet all of the requirements of the community transport service.
- The vehicle suggested for replacement is largely identical to the one currently in use and carries a five (5) year bumper to bumper warranty with a ten (10) year mechanical warranty. The Mitsubishi Triton is therefore the recommended vehicle for this service and the one considered most suitable by SIRA.
- The Triton is a run out model with supply and delivery becoming harder as stocks dwindle however once sourced the Triton (under NSW government agreed pricing) can be provided at a cost of \$37,559.00 (Inclusive of GST)

5.2 Negotiation of Agreement

- Pittwater Council and SIRA have been in negotiation with Easy Transport to take over the provision of the Scotland Island Community Transport Service.
- Easy Transport will enter into a lease agreement with Pittwater Council for the provision of the vehicle in order to provide this service. Easy Transport will enter into a Management Agreement with SIRA for the provision of the service over the four years.(Council will not be a party to Easy Transports Management Agreement with SIRA and does not require to be).
- Easy Transport will maintain comprehensive insurance for the motor vehicle provided to ensure Council's risk is appropriately managed. Easy Transport remains responsible under the terms of the lease to ensure that any repairs under the comprehensive insurance arrangements are undertaken to the satisfaction of Council.
- The new lease agreement with Easy Transport is provided in **Attachment 1**.
- Easy Transport has successfully applied for a grant through Transport for NSW to provide the Community Transport Service on Scotland Island. This grant was previously held by SIRA directly however due to the changes to the NSW Passenger Transport Act 2014, SIRA would not have been able to meet the accreditation requirements in order to apply.

5.3 Terms of Agreement

The terms of the proposed agreement (**Attachment 1**) provide for:

- Lease of a Mitsubishi Triton GLX 4x4 automatic crew cab chassis with tray
- 4 years from date of execution
- The vehicle not to be removed from Scotland Island without Council's consent
- The vehicle only to be used for operating a community transport service on Scotland Island
- Fair wear and tear
- Payment by quarterly installments for costs for provision and servicing of the vehicle.
- Easy Transport will be responsible for appropriately insuring the service and the vehicle.

5.4 Quarterly Payments

- The proposed 4 year lease provides for quarterly payments of \$2,272.73 (\$ 2,500.00 including GST).

The quarterly payments cover:

- all stamp duties, other duties, fees, taxes, financial institutions and other charges payable on:
 - the agreement
 - the purchase of the vehicle
- routine vehicle servicing by Council as per the manufacturer's schedule, provision of replacement tyres and batteries
- Easy Transport is responsible for vehicle insurance excess, abnormal mechanical repairs and panel smash repairs.

6.0 ATTACHMENTS / TABLED DOCUMENTS

The new lease agreement with Easy Transport is provided in **Attachment 1**.

7.0 SUSTAINABILITY ASSESSMENT

7.1 GOVERNANCE & RISK

7.1.1 Community Engagement

- Council staff have liaised closely with the Scotland Island Residents Association during negotiation of the agreement with Easy Transport and also the vehicle selection.

7.1.2 Risk Management

- Appropriate agreements will be in place to clearly outline each parties responsibilities and in addition the vehicle will be comprehensively insured.

7.2 ENVIRONMENT

7.2.1 Environmental Impact

- The provision of this service will have less impact on the environment than should each resident be required to maintain and run their own vehicle on the Island.

7.3 SOCIAL

7.3.1 Address Community Need & Aspirations

- Council's assistance in providing the vehicle and entering into an agreement with East Transport for the provision of this service assists SIRA and its members to achieve the best possible value for its limited resources.

7.4 ECONOMIC

7.4.1 Economic Development

- This service will have no effect on the economic development of the Island.

Report prepared by
Warwick Lawrence and Russell Peake

Warwick Lawrence
MANAGER, ADMINISTRATION & GOVERNANCE

VEHICLE LEASE AGREEMENT

PARTIES

PITTWATER COUNCIL

AND

MANLY WARRINGAH PITTWATER COMMUNITY TRANSPORT INCORPORATED

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PARTIES **Pittwater Council**
ABN 61 340 837 871
1 Park Street, Mona Vale NSW 2103
(**"Council"**)

AND **Manly Warringah Pittwater Community Transport Incorporated**
ABN 45 293 348 239
30 Howard Avenue, Dee Why NSW 2099
(**"MWPCT"**)

INTRODUCTION

MWPCT, trading as Easy Transport, is an incorporated association which provides Community Transport Services to the residents of Manly, Warringah and Pittwater.

This Agreement contains the terms and conditions under which Council will lease a motor vehicle to MWPCT. This motor vehicle will be used by MWPCT or its designee to operate the Service.

IT IS AGREED

1 Definitions

1.1 In this Agreement:

- (a) **"Easy Transport Scotland Island Service"** means the provision of a transport service for residents of, and visitors to, Scotland Island;
- (b) **"Laws"** means all applicable government legislation, regulations, orders, rules, codes of practice and work standards;
- (c) **"Schedule"** means a schedule to this Agreement;
- (d) **"Service"** means the Easy Transport Scotland Island Service.

2 Term

- 2.1 This Agreement will commence on **xxxxxx 2015** and will continue for 4 (four) years unless terminated in accordance with its terms.

3 Supply of Motor Vehicle

- 3.1 Council will supply a motor vehicle ("Vehicle") to the specifications set out in Schedule 1.
- 3.2 The Vehicle and any replacement parts and accessories fitted to it will become and remain the property of Council.
- 3.3 The Vehicle shall display signage stating that the Vehicle is supplied by Council and the Service is operated by MWPCT.

- 3.4 Only MWPCT and its designee shall have a right to use the Vehicle in accordance with the applicable terms and conditions of this Agreement.
- 3.5 MWPCT must notify Council if the Vehicle is stolen, lost, damaged or destroyed.
- 3.6 Where the Vehicle requires replacement Council shall take all steps necessary to effect this as soon as practicable to minimise the disruption of service and any additional costs to be borne by MWPCT.
- 3.7 At the end of the Term MWPCT shall return the Vehicle to Council.

4 Payment of Rent

- 4.1 MWPCT shall pay the rental instalment for the amount (without deduction), and in the manner, specified in Schedule 1.

5 Payment of Vehicle Operating Costs

- 5.1 MWPCT shall pay the Vehicle operating costs for which it is responsible, as specified in Schedule 1, in accordance with the supplier's terms and conditions.
- 5.2 Council shall pay the Vehicle operating costs for which it is responsible, as specified in Schedule 1, in accordance with the supplier's terms and conditions.

6 Operation of Motor Vehicle

- 6.1 The Vehicle is to be used only for the provision of the Service.
- 6.2 The Vehicle must not be removed from Scotland Island, other than for repairs, maintenance and inspection, without the prior consent of Council.
- 6.3 The Vehicle must be used only in accordance with the supplier's instructions and recommendations.
- 6.4 Any loads carried by the Vehicle are not to exceed the supplier's recommended load limits.
- 6.5 MWPCT will be responsible for:
- (a) maintaining possession of the Vehicle;
 - (b) taking proper care of the Vehicle;
 - (c) keeping the Vehicle in good working order and repair; and
 - (d) Arrange regular servicing of the vehicle with Pittwater Council in accordance with the manufacturer's regular servicing requirements as stipulated in the Vehicle's log book.
- 6.6 The Vehicle is to be made available to Council for inspection upon reasonable request.
- 6.7 MWPCT will notify Council as soon as practicable of any incident or insurable event involving the Vehicle or its occupants.
- 6.8 Only drivers authorised by MWPCT may operate the Vehicle.

7 Insurance

7.1 MWPCT shall, at its own cost at all times during the Term maintain the following insurances with a reputable insurer:

- (a) Voluntary Workers Personal Accident for a death and capital benefits sum insured of at least \$50,000;
- (b) Public Liability covering personal injury, death and damage to or destruction of property for at least \$20 million in respect of each occurrence and in the aggregate for any period of insurance; and
- (c) Comprehensive Motor Vehicle Insurance for the Vehicle.

7.2 MWPCT shall provide certificates of insurance upon reasonable request of Council.

7.3 If the vehicle is written off for any reason, and a successful insurance claim made, MWPCT will pay the proceeds from any payout to Council. Council undertakes to use all such proceeds to acquire a replacement vehicle and enter in to a new lease agreement (on similar terms and conditions as this Agreement), as quickly as possible.

8 Warranty by MWPCT

8.1 MWPCT expressly represents, warrants and agrees that:

- (a) it has the legal authority to enter into this Agreement;
- (b) it will not knowingly take any action which could void the insurance coverage of the Vehicle;
- (c) it will not charge, sell or otherwise encumber the Vehicle in any way.

9 Warranty by Council

9.1 Council expressly represents, warrants and agrees that:

- (a) it has the legal authority to enter into this Agreement;
- (b) it recognises the unique nature of the provision of community transport on Scotland Island and will use its best endeavours to support MWPCT and its designee in the operation of the Service.

10 Indemnity

10.1 Each party indemnifies the other including its officers, employees and agents ("the indemnified parties") against:

- (a) all losses suffered or liabilities incurred by the indemnified parties; and
- (b) all legal costs and expenses payable by the indemnified parties to its legal representatives;

arising directly or indirectly in connection with:

- (c) a breach or non-performance of any of the obligations or warranties of a party under this Agreement; or
- (d) any negligent or unlawful act or omission by a party.

11 Dispute Resolution

- 11.1 Should a dispute arise in connection with either this Agreement or the performance thereof the parties agree to use their best endeavours to resolve same as quickly and equitably as possible.
- 11.2 Notice of dispute addressed to the General Manager - Council or the General Manager MWPCT shall be provided detailing the subject of the dispute and requiring resolution within 14 days.
- 11.3 Should the dispute thereafter remain unresolved the parties shall refer the matter to arbitration in accordance with The Institute of Arbitrators and Mediators Australia Arbitration Rules.
- 11.4 Nothing in the foregoing shall preclude either party from seeking immediate injunctive relief through the courts of New South Wales.

12 Force Majeure

- 12.1 If the performance of this Agreement is not possible by reason of force majeure, the affected party shall immediately inform the other. All steps must be taken to overcome such obstacle. However, should the force majeure endure for a period in excess of three months the non-affected party may terminate this Agreement immediately.
- 12.2 An event of force majeure means any:
 - (a) act of God;
 - (b) war, riot, insurrection, vandalism or sabotage;
 - (c) strike, lockout, ban, limitation of work or other industrial disturbance;
 - (d) law, rule or regulation of any government or governmental agency and executive or administrative order or act of general or particular application; and
 - (e) any other occurrence whatsoever which is beyond the control of either party.

13 Termination

- 13.1 This Agreement may be terminated by either party:
 - (a) for material breach of this Agreement by the other party if it fails to correct the breach within 30 days after receiving written notice of the breach;
 - (b) immediately if the other party becomes insolvent or makes any assignment for the benefit of creditors, is placed in receivership, reorganization, liquidation or bankruptcy (voluntary or involuntary);
 - (c) immediately if any law, regulation or other governmental action changes the relationship or rights created by this Agreement;

(d) by mutual agreement.

- 13.2 Unless otherwise agreed, upon termination MWPCT shall return the Vehicle to Council in good working order and in good repair (fair wear and tear excepted) to a place nominated by Council.
- 13.3 In the event of early termination by Council for breach by MWPCT, MWPCT undertakes to pay the remaining instalments as set out in Schedule 1.
- 13.4 In the event of the vehicle being written off for any reason, including but not limited to, theft, damage or destruction, Council may elect to terminate this Agreement immediately and MWPCT undertakes to pay the remaining instalments as set out in Schedule 1

14 Notices

- 14.1 Any notice connected with this Agreement must be in writing and sent to the addresses provided by the parties. The initial contacts and addresses are contained in Schedule 1. Either party may change its details for service by giving notice to the other.

15 Governing Law

- 15.1 This Agreement shall be governed by the laws of New South Wales and both parties agree to submit to the non-exclusive jurisdiction of such courts.

16 Miscellaneous

- 16.1 MWPCT may not assign this Agreement or any amounts due hereunder without Council's prior written consent.
- 16.2 Anything in this Agreement found to be illegal, unenforceable or void is severed from it. All other terms remain in force.
- 16.3 This Agreement, including its Schedules represents the entire agreement and understanding between the parties and supersedes any prior agreement or negotiations.
- 16.4 This Agreement may be amended by mutual agreement signed by both parties.

Executed as an agreement.

Signed for and on behalf of **Pittwater Council** by its authorised representatives:

Signed for and on behalf of **Manly Warringah Pittwater Community Transport Incorporated** by its authorised representatives:

.....
Signature of authorised representative

.....
Signature of authorised representative

.....
Name of authorised representative
(BLOCK LETTERS)

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Name of authorised representative
(BLOCK LETTERS)

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Title

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Title

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Signature of authorised representative

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Signature of authorised representative

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Name of authorised representative
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Name of authorised representative
(BLOCK LETTERS)

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Title

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Title

SCHEDULE 1

1. Vehicle Specifications

[EXAMPLE] Mitsubishi Triton GLX Crew Cab 4-wheel drive utility with tonneau cover, automatic transmission and air conditioning

2. Vehicle Identification Details

Colour:

Registration Number:

Engine Number:

VIN/Chassis Number:

3. Rental (inclusive of GST)

Total for the four years \$40,000 (GST Inc.)

Rental instalment payable calendar quarterly in advance \$2,500 (GST Inc.)
by direct debit

4. Vehicle Operating Costs Payable by MWPCT

- Fuel and oil
- Lighterage for delivery to nominated Council premises for servicing
- Cleaning
- Comprehensive insurance including any excess in the event of a claim
- Where the Vehicle is warranted for off road use by the manufacturer and the Vehicle incurs damage to the body and/or drive train components, including engine, transmission and suspension not covered by such warranty
- Cost of the repairs as the consequence of an accident

5. Vehicle Operating Costs Payable by Council

- Annual registration
- Compulsory third party insurance
- Manufacturer's regular servicing requirements as stipulated in the Vehicle's log book. Note: All required repairs and maintenance will ordinarily be done through Council's Vehicle Maintenance Workshop.
- Tyres
- Batteries
- Scheduled maintenance as per the suppliers servicing booklet
- Minor repairs which are required as a result of normal wear and tear and not repairs required as a consequence of an accident.

SCHEDULE 2

Contact Details

Pittwater Council

Units 11,12,13 & 16/5 Vuko Place, Warriewood, NSW
PO Box, 882 Mona Vale, NSW, 1660

Attn: Peter Baartz – Senior Officer, Procurement and Fleet
PH: 9970 1182
M: 0408 645 198

e-mail: Peter_Baartz@pittwater.nsw.gov.au

Manly Warringah Pittwater Community Transport Incorporated

30 Howard Avenue, Dee Why NSW 2099
PO Box 701, Dee Why NSW 2099

Attn: Angela Doolan – General Manager
PH: 9919 0704
M: 0416 142 589

angela.doolan@mwpc.org.au

C9.2	Minutes of the Pittwater Traffic Committee Meeting held on 14 July 2015
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Meeting: Connecting Communities Committee

Date: 3 August 2015

COMMUNITY STRATEGIC PLAN STRATEGY: Traffic & Transport

COMMUNITY STRATEGIC PLAN OBJECTIVE:

- To improve road and footpath safety to encourage use by community
- To provide suitable parking arrangements for business, community and commuter transport including park and ride facilities

DELIVERY PROGRAM ACTION:

- Provide planning, design, investigation and management of Traffic & Transport Infrastructure
-

1.0 EXECUTIVE SUMMARY

1.1 SUMMARY

To present to Council the recommendations of the Traffic Committee contained in the minutes of the meeting of 14 July 2015 for Council's consideration.

2.0 RECOMMENDATION

That the Traffic Committee recommendations contained in the Minutes of the Meeting of 14 July 2015 be adopted.

3.0 BACKGROUND

3.1 PURPOSE

To present to Council for consideration the Traffic Committee Minutes of 14 July 2015.

3.2 BACKGROUND

The Traffic Committee recommendations for the Traffic Committee of 14 July 2015 (refer **Attachment 1**) are referred to Council for consideration. In accordance with the delegation of the Roads and Maritime Services (RMS) of NSW to Council, Council must consider the advice of the Traffic Committee before making a decision with respect to the management of traffic in Pittwater.

3.3 POLICY IMPLICATIONS

Road Reserve and Streetscape Management Policy.

3.4 RELATED LEGISLATION

Transport Administration Act, 1988.

3.5 FINANCIAL ISSUES

3.5.1 Budget

The funding source for the works is from the RMS grant fund for traffic signs and linemarking which is confirmed at the start of each financial year.

3.5.2 Resources Implications

The works will be scheduled and prioritised within current workload commitments, with future maintenance of the traffic signs and linemarking to be carried out under Council's maintenance program.

4.0 KEY ISSUES

4.1 Narrabeen Park Parade, North Narrabeen - Proposed Bus Zone

Proposed Bus Zone to facilitate access for articulated buses (refer plan shown in **Attachment 2**). - **Supported**.

4.2 Ross Street/Myola Road, Newport - Proposed 'No Stopping' Restrictions

Proposed 'No Stopping' restrictions on the inside of the curve, 20m either side of the intersection of Ross Street and Myola Road, to improve traffic safety (refer plan shown in **Attachment 2**). - **Supported**.

4.3 Eric Green Drive, Mona Vale - Proposed 'No Stopping' Restrictions

Proposed changes to the existing 'No Stopping 8am-5pm Everyday' parking restrictions to 'No Stopping' applying at all times (refer plan shown in **Attachment 2**). - **Supported**.

4.4 Avalon Parade and Patterson Lane, Avalon - Proposed Loading Zone and Parking Restrictions (Reconsideration)

Item previously deferred by Traffic Committee for further investigation. **The Traffic Committee supported the proposal on the condition that the existing 'No Stopping' restrictions in Avalon Parade (either side of the intersection with Patterson Lane) be extended to the statutory 10m, to provide clear sight lines to traffic and pedestrians (refer plan shown in Attachment 2).**

4.5 Apollo Street/Prosperity Parade, Warriewood - Proposed Extension of Double Separation Lines

Proposed linemarking to delineate the road for opposing traffic movements and improve driver awareness of the curve (refer plan shown in **Attachment 2**). - **Supported**.

4.6 Old Barrenjoey Road, Avalon - Temporary Closure for School Fete on Sunday 13 September 2015

Street closures to allow the School Fete to proceed (refer plan shown in **Attachment 2**). - **Supported**.

4.7 Mona Vale Market Day - Sunday 1 November 2015

Street closures to allow the Mona Vale Market Day to proceed (refer plan shown in **Attachment 2**). - **Supported**.

4.8 Avalon Market Day - Saturday 21 November 2015

Street closures to allow the Avalon Market Day to proceed (refer plans shown in **Attachment 2**). - **Supported**

4.9 Road Safety Officer Traffic Committee Report - Noted

5.0 ATTACHMENTS / TABLED

Attachment 1: Minutes of the Pittwater Traffic Committee Meeting held on 14 July 2015

Attachment 2: Traffic Committee Plans

6.0 SUSTAINABILITY ASSESSMENT

A sustainability assessment is not required for Minutes of Meetings.

Report prepared by

Ricky Kwok - Civil Design & Traffic Engineer - Strategy, Investigation and Design

Paul Reid

ACTING MANAGER, URBAN INFRASTRUCTURE

Minutes

Traffic Committee Meeting

held in the Conference Room, Level 3, 5 Vuko Place,
Warriewood on

14 July 2015

Commencing at 1:05pm

Attendance

Voting Members of the Committee are invited to attend, namely:

Cr Susan Young - Chairperson

Mr Alex Coates - Roads and Maritime Services (RMS)

Sgt Nino Jelovic -Traffic Sergeant, NSW Police (Northern Beaches)

And Non-Voting Representatives from Bus Providers including State Transit Authority:

Mr Ryan Piggott - State Transit Authority

Council Staff:

Mr Paul Davies - Principal Engineer, Strategy Investigation and Design

Mr Ricky Kwok - Civil Design & Traffic Engineer

Ms Michelle Carter - Road Safety Officer

Ms Sherryn McPherson - Administration Officer / Minute Secretary

Ms Sally North – Administration Officer / Minute Secretary

PITTWATER TRAFFIC COMMITTEE MEETING

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1.0 Apologies

COMMITTEE DECISION

That apologies be received and accepted from Mr Rob Stokes - Member for Pittwater, Mr David Maitland - Forest Coach Lines and Mr Paul Reid – Acting Manager, Urban Infrastructure and leave of absence be granted from the Traffic Committee Meeting held on 14 July 2015.

(Cr Young / Sgt Nino Jelovic)

2.0 Declarations of Pecuniary Interest

Nil

3.0 Confirmation of Minutes

COMMITTEE RECOMMENDATION

That the Minutes of the Traffic Committee Meeting held on 12 May 2015 and 19 June 2015 be confirmed as a true and accurate record of that meeting.

(Mr Alex Coates / Cr Young)

4.0 Committee Business

TC4.1	Narrabeen Park Parade, North Narrabeen - Proposed Bus Zone
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COMMITTEE RECOMMENDATION

1. That the Traffic Committee supports the request from the State Transit Authority for a 32m 'Bus Zone' to be installed immediately north of the driveway to No 7 Narrabeen Park Parade to facilitate access for articulated buses.
2. That the properties located between Nos 5 and 13 Narrabeen Park Parade, North Narrabeen be advised of the Traffic Committee's recommendation prior to the consideration of the matter by Council.

(Mr Alex Coates / Sgt Nino Jelovic)

TC4.2	Ross Street/Myola Road, Newport - Proposed 'No Stopping' Restrictions
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COMMITTEE RECOMMENDATION

1. That the Traffic Committee supports the proposed 'No Stopping' restrictions (to be indicated by a solid yellow line) on the inside of the curve, 20m either side of the intersection of Ross Street and Myola Road, to improve traffic safety.
2. That the Newport Residents Association, Newport Chamber of Commerce and Body Corporate of the adjacent unit complexes be advised of the Traffic Committee's recommendation prior to the consideration of the matter by Council.

(Mr Alex Coates / Cr Young)

TC4.3	Eric Green Drive, Mona Vale - Proposed 'No Stopping' Restrictions
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COMMITTEE RECOMMENDATION

That the Traffic Committee supports the proposal to change the existing 'No Stopping 8am-5pm Everyday' parking restrictions to 'No Stopping' applying at all times (to be indicated by a solid yellow line), to improve traffic safety in Eric Green Drive.

(Sgt Nino Jelovic / Mr Alex Coates)

TC4.4 Avalon Parade and Patterson Lane, Avalon - Proposed Loading Zone and Parking Restrictions

COMMITTEE RECOMMENDATION

That the Traffic Committee supports the proposed changes to parking restrictions in Avalon Parade and Patterson Lane.

1. That the existing “No Stopping” restriction in Avalon Parade, either side of the intersection with Patterson Lane be extended to the statutory 10 metres.
2. That a ‘Loading Zone’ (approximately 8 metres in length) be installed, replacing the existing section of ‘1P 8.30am-6pm Mon-Fri 8.30am-12.30pm Sat’ restrictions immediately east of the laneway.
3. That ‘No Stopping’ restrictions be installed on the western side of Patterson Lane (to be indicated by a solid yellow line).
4. That ‘No Parking’ restrictions be installed on the eastern side of Patterson Lane.
5. That the Avalon Palm Beach Chamber of Commerce be advised of the Traffic Committee’s recommendation prior to consideration of the matter by Council.

(Mr Alex Coates / Sgt Nino Jelovic)

TC4.5 Apollo Street/Prosperity Parade, Warriewood - Proposed Extension of Double Separation Lines

COMMITTEE RECOMMENDATION

That the Traffic Committee supports the proposal to install double separation lines along the centre of the road where Apollo Street intersects with Prosperity Parade, to delineate the road and to improve traffic safety.

(Cr Young / Mr Alex Coates)

TC4.6 Old Barrenjoey Road, Avalon - Temporary Closure for School Fete on Sunday 13 September 2015

COMMITTEE RECOMMENDATION

That the Traffic Committee supports the temporary closure of Old Barrenjoey Road on 13 September 2015 (from 7.00am to 5.00pm) between Sanders Lane and Dress Circle Road to permit the Avalon Public School Fete to proceed, subject to the following conditions:

1. That the full road closure only extend along the length of the frontage of the public reserve with vehicular access to private properties being preserved.
2. That the affected residents in Old Barrenjoey Road be advised that they will retain vehicular access.
3. That the road closure be staffed at all times to allow access for affected residents and ensure barriers are not moved.
4. That the applicant erects ‘No Stopping’ signs on both sides of Bellevue Avenue between No 45 Bellevue Avenue and Sanders Lane.