

- 12.6 If there is a breach of an essential term the lessor can recover damages for losses over the entire period of this lease but must do every reasonable thing to mitigate those losses and try to lease the property to another lessee on reasonable terms.
- 12.7 The lessor can recover damages even if –
- 12.7.1 the lessor accepts the lessee's repudiation of this lease; or
 - 12.7.2 the lessor ends this lease by entering and taking possession of any part of the property or by demanding possession of the property; or
 - 12.7.3 the lessee abandons possession of the property; or
 - 12.7.4 a surrender of this lease occurs.

CLAUSE 13 GUARANTEE

What are the obligations of a guarantor?

- 13.1 This clause applies if a guarantor of the lessee is named in item 10A in the schedule and has signed or executed this lease or, if this lease is a renewal of an earlier lease, the earlier lease.
- 13.2 The guarantor guarantees to the lessor the performance by the lessee of all the lessee's obligations (including any obligation to pay rent, outgoings or damages) under this lease, under every extension of it or under any renewal of it or under any tenancy and including obligations that are later changed or created.
- 13.3 If the lessee does not pay any money due under this lease, under any extension of it or under any renewal of it or under any tenancy the guarantor must pay that money to the lessor on demand even if the lessor has not tried to recover payment from the lessee.
- 13.4 If the lessee does not perform any of the lessee's obligations under this lease, under any extension of it or under any renewal of it or under any tenancy the guarantor must compensate the lessor even if the lessor has not tried to recover compensation from the lessee.
- 13.5 If the lessee is insolvent and this lease or any extension or renewal of it is disclaimed the guarantor is liable to the lessor for any damage suffered by the lessor because of the disclaimer. The lessor can recover damages for losses over the entire period of this lease or any extension or renewal but must do every reasonable thing to mitigate those losses and try to lease the property to another lessee on reasonable terms.
- 13.6 Even if the lessor gives the lessee extra time to comply with an obligation under this lease, under any extension of it or under any renewal of it or under any tenancy, or does not insist on strict compliance with the terms of this lease or any extension of it or renewal of it or of any tenancy, the guarantor's obligations are not affected.
- 13.7 If an amount is stated in item 10B in the schedule the guarantor's liability under this clause is limited to that amount.
- 13.8 The terms of this guarantee apply even if this lease is not registered, even if any obligation of the lessee is only an equitable one, and even if this lease is extended by legislation.

CLAUSE 14 EXCLUSIONS, NOTICES AND SPECIAL CLAUSES

- 14.1 No covenant or power is implied in this lease by section 84 or 85 of the *Conveyancing Act 1919*.
- 14.2 A document under or relating to this lease is –
- 14.2.1 served if it is served in any manner provided in section 170 of the *Conveyancing Act 1919*; and
 - 14.2.2 served on the lessee if it is left at the property.
- 14.3 This lease is subject to any legislation that cannot be excluded (for example, the *Retail Leases Act 1994*).
- 14.4 In this lease, 'retail shop' means premises to which the *Retail Leases Act 1994* applies.
- 14.5 In this lease 'Director General' has the same meaning as in the *Retail Leases Act 1994*.

CLAUSE 15 GOODS AND SERVICES TAX

Unless item 13B in the schedule has been completed in a way that indicates that this clause is not to apply:

- 15.1 As consideration in whole or in part for a taxable supply the person receiving the supply must pay to the party making the supply an additional amount equal to the amount of GST payable on the supply.
- 15.2 To the extent that the lessee is required to reimburse the lessor in whole or in part for outgoings incurred by the lessor, for the purposes of this lease the amount of the outgoings must be reduced by the amount of any credit or refund of GST to which the lessor is entitled as a result of incurring outgoings.
- 15.3 Outgoings in item 14B in the schedule are to be calculated after deducting any input tax credit to which the lessor is entitled.
- 15.4 For the purposes of this lease GST means a tax in the nature of a supply of goods and services tax levied or imposed by the Commonwealth of Australia.

CLAUSE 16 BANK GUARANTEE

- 16.1 If a number of months appears in item 19 in the schedule, clauses 16.2 to 16.5 apply.
- 16.2 On or before the commencement date of this lease the lessee will deliver to the lessor a guarantee by a bank trading in the State of New South Wales in the form of an unconditional and irrevocable undertaking to pay drawn in favour of the lessor (unlimited as to time) in a form acceptable to the lessor and for an amount equivalent to the number of months referred to in item 19 in the schedule.
- 16.3 The lessor is entitled to claim under the guarantee an amount equal to any moneys due but unpaid by the lessee to the lessor under this lease.
- 16.4 The lessee agrees to vary the amount of the guarantee immediately upon each rent review so that the amount at all times represents the equivalent of the number of months referred to in the schedule.
- 16.5 The lessor will deliver the guarantee (or so much of it as is then held by the lessor) to the lessee on the last of:
 - 16.5.1 the terminating date of this lease;
 - 16.5.2 the expiry date of any holding over under this lease; and
 - 16.5.3 the date that the lessee has no further obligations under this lease or at law.

CLAUSE 17 SECURITY DEPOSIT

- 17.1 If an amount or a number of months appears in item 20 in the schedule, clauses 17.2 to 17.6 apply.
- 17.2 On or before the commencement date of this lease the lessee will deliver the security deposit to the lessor.
- 17.3 The lessor is entitled to deduct from the security deposit an amount equal to any monies due but unpaid by the lessee to the lessor under this lease.
- 17.4 Where the property is a retail shop, the security deposit will be held in accordance with Section 16C of the *Retail Leases Act 1994*. The lessee will not make an application to the Director General seeking the return of the security deposit (or so much of it as is then held by the Director General) until the later of:
 - 17.4.1 the terminating date of this lease;
 - 17.4.2 the expiry date of any holding over under this lease; and
 - 17.4.3 the date that the lessee has no further obligations under this lease or at law.
- 17.5 Where the property is other than a retail shop the security deposit (or so much of it as is then held by the lessor) will be returned to the lessee on the later of the dates as specified in clause 17.4.
- 17.6 The lessee agrees to vary the amount of the security deposit immediately upon each rent review so that it represents the equivalent of the number of months referred to in the schedule.

CLAUSE 18 STRATA CONVERSION

- 18.1 "Owners corporation", "owner", "strata scheme", "lot" and "parcel" where used in this lease have the meanings given under the *Strata Schemes Management Act 1996* and the *Strata Schemes (Freehold Development) Act 1973*.

- 18.2 "Strata Acts" means the *Strata Schemes Management Act 1996* and the *Strata Schemes (Freehold Development) Act 1973*, and includes any amending Acts, rules, regulations, ordinances, by-laws, statutory instruments, orders or notices now or hereafter made under those Acts.
- 18.3 "Strata conversion" means a subdivision of the property under the *Strata Schemes (Freehold Development) Act 1973* or the *Community Land Development Act 1989* or the *Community Land Management Act 1989* or other legislation permitting such subdivision.
- 18.4 Strata Titles
- 18.4.1 Lessee consents to registration of strata plan
- 18.4.1.1 By its entry into this lease the lessee acknowledges that the lessor can register a strata plan, a strata schemes plan, a strata plan of subdivision, a strata plan of consolidation or a building alteration plan insofar as any of these may relate to the property, the Building or the land. The lessor will provide the lessee with copies of the proposed strata plan and associated documentation for the lessee's approval, which approval will not be unreasonably withheld.
- 18.4.1.2 Provided the lessee consents to the strata conversion as per clause 18.4.1.1 then within 7 days of written request by the lessor the lessee will sign and return to the lessor any consents or other documents necessary to enable the lessor to carry out the strata conversion and will make no objection or claim for compensation in relation to the strata conversion.
- 18.4.2 Compliance with the Strata Acts and by-laws:
- 18.4.2.1 **(Covenant):** The lessee and any and all persons acting by, through or under it or with its authority express or implied shall comply with so many of the provisions of the Strata Acts and the by-laws and all lawful orders, motions and directives under the Strata Acts as may be applicable to the exercise of the lessee's rights and obligations under the provisions elsewhere contained in this lease.
- 18.4.2.2 **Not to prejudice interests of owners corporation.** Without the prior written consent of the owners corporation, the lessee shall not do any act, matter or thing under the exercise of its rights and obligations elsewhere contained in this lease or permit or allow any act, matter or thing to be done which shall or may:
- increase the rate of premium payable by the owners corporation under any policy of insurance taken out by the owners corporation; or
 - invalidate, avoid or suspend the operation of any such policy of insurance or otherwise prejudice the owners corporation rights under any such policy.
- 18.4.2.3 Upon the occurrence of any of the matters previously referred to the lessee shall:
- pay to the lessor or such other person responsible for payment any amounts payable to the owners corporation as a consequence of any such matters;
 - pay to the lessor for and on behalf of the owners corporation any amounts payable by the owners corporation as a consequence of any such matters and not the subject of clause 18.4.2.2; and
 - pay to the lessor for and on behalf of the owners corporation the amount of any and all losses and damages arising from the occurrence of any such matters.
- 18.4.2.4 **(Indemnity):** The lessee shall indemnify the lessor for any loss or damage suffered by the lessor if the lessee or the lessee's employees fail to comply with the obligations as to conduct imposed upon the lessee or the lessee's employees by this lease or by reason of the Strata Acts.
- 18.4.3 If the strata conversion occurs:
- 18.4.3.1 any reference in this lease will be deemed to be a reference to the buildings comprised in the registered plan or plans of which the property forms part;
- 18.4.3.2 any levies or other monies payable to the owners corporation will be payable by the lessee with the exception of any contribution to a sinking fund or special levy; and
- 18.4.3.3 this lease will be deemed to be amended in any respect that is necessary to ensure that this lease reflects that the strata conversion has been carried out.

IMPORTANT NOTES

The following notes are for guidance and do not form part of this lease.

If you are a lessor, a solicitor will prepare this lease for you.

If you are a lessee, a solicitor can advise you about it.

1. This document creates legal rights and legal obligations.
2. Failure to register a lease can have serious consequences.
3. If an option for renewal is not exercised at the right time it will be lost.
4. The lessee can exercise an option for renewal even if there has been a breach of this lease in a case where section 133F of the *Conveyancing Act 1919* applies. The lessor must give a prescribed notice within 14 days after the option is exercised if the lessor wants to rely on the breach to prevent the exercise of the option.
5. The Law Society of New South Wales is not to be responsible for any loss resulting from the use of this lease as printed whether authorised or not.

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I certify that this and the preceding twelve pages are in exactly the same wording as Annexure B of the copyright Law Society Lease.

.....
Solicitor for the lessor

Annexure C

Avalon Beach Surf Life Saving Club | Building Rules

1. Noise

An occupier must not create any noise on the occupier's premises or on any common area likely to interfere with the peaceful enjoyment of the occupier of another lot or of any person lawfully using a common area.

2. Vehicles

An occupier must not park or stand any motor or other vehicle on any common area or permit any invitees of the occupier to park or stand any motor or other vehicle on any common area.

3. Obstruction of common areas

- (1) An occupier must not obstruct lawful use of any common area by any person except on a temporary and non-recurring basis.
- (2) An occupier must not obstruct lawful use of, or access to or from:
 - (a) windows in the occupier's premises except by internal blinds or curtains;
 - (b) any air vents, air conditioning ducts or skylights in the occupier's premises;
 - (c) emergency exits;
 - (d) any other occupier's premises;
 - (e) any area designated by Pittwater Council for occupier's to keep garbage and recycling receptacles;
 - (f) car parking areas; or
 - (g) services/utilities to the building.

4. Damage to lawns and plants on common area

An occupier must not, except with the prior written approval of Pittwater Council damage any lawn, garden, tree, shrub, plant or flower being part of or situated on any common area.

5. Damage to common area

- (1) An occupier must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface any structure that does not form part of the occupier's premises except with the prior written approval of Pittwater Council.
- (2) Rule 5(1) does not prevent an occupier from installing any sign to advertise the activities of the occupier in accordance with Rule 19 hereof.

6. Behaviour

An occupier must take all reasonable steps to ensure that all members, staff, patrons and invitees of the occupier do not behave in a manner likely to interfere with the peaceful enjoyment of another occupier or any person lawfully using the building or a common area.

Avalon Beach Surf Life Saving Club | Building Rules

7. Depositing rubbish and other material on a common area

An occupier of a lot must not deposit or throw on a common area any rubbish, dirt, dust or other material or discarded item except with the prior written approval of Pittwater Council.

8. Cleaning windows and doors

Occupiers are responsible for cleaning all interior and exterior surfaces of glass in windows and doors within and on the boundary of the occupier's premises.

9. Storage of inflammable liquids and other substances and materials

- (1) An occupier must not, except with the prior written approval of Pittwater Council use or store on the occupier's premises or on any common area any inflammable chemical, liquid or gas or other inflammable material.
- (2) Rule 9(1) does not apply to chemicals, liquids, gases or other material used or intended to be used for ordinary use in a commercial kitchen or for domestic purposes, or any chemical, liquid, gas or other material used or intended to be used in the fuel tank of a motor boat.

10. Garbage disposal

- (1) An occupier:
 - (a) must maintain receptacles for garbage and recycling within the occupier's premises, or in such other area or part thereof as may be designated for the purpose by Pittwater Council from time to time;
 - (b) must maintain receptacles for garbage and recycling in a clean and dry condition and (except in the case of receptacles for recyclable material) keep them adequately covered;
 - (c) must maintain receptacles for garbage and recycling to be kept in any common area designated by Pittwater Council in accordance with Rule 10(1)(a) of such size and style as may be designated by Pittwater Council from time to time;
 - (d) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines;
 - (e) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by Pittwater Council and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected;
 - (f) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the occupier's premises or other area referred to in paragraph 10(a);
 - (g) not place anything in the receptacles of the another occupier except with the permission of that occupier;

Avalon Beach Surf Life Saving Club | Building Rules

- (h) must promptly remove anything which the occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled; and
 - (i) must comply with Pittwater Council's requirements for the storage, handling and collection of garbage, waste and recyclable material.
- (2) Pittwater Council may post signs on any common area with instructions on the handling of garbage, waste and recyclable material that are consistent with its requirements.
- (3) These Rules do not require an occupier to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

11. Keeping of animals

- (1) Subject to Rule 11(2) an occupier must not keep or allow any animal on the occupier's premises or any common area.
- (2) Rule 11(1) shall not restrict an occupier from permitting any assistance dog from entering upon the occupier's premises or any common area.

12. Appearance of premises

An occupier must not, except with the prior written approval of Pittwater Council, maintain within the occupier's premises anything visible from outside the premises that, viewed from outside the occupier's premises, is not in keeping with the rest of the building.

13. Preservation of fire safety

- (1) An occupier of a lot must not do anything or permit any invitees of the occupier to do anything on the occupier's premises or on any common area that is likely to affect the operation of fire safety devices in the building or to reduce the level of fire safety in the building.
- (2) An occupier must participate in any fire safety drill or procedure upon receipt of three (3) business days' notice from Pittwater Council.
- (3) An occupier must evacuate the occupier's premises immediately and in accordance with the directions of Pittwater Council when informed of any actual or suspected emergency.
- (4) An occupier will be liable for any costs associated with any false alarm which arise as a consequence of the occupier's use of the occupier's premises or of any common area.

14. Prevention of hazards

An occupier must not do anything or permit any invitees of the occupier to do anything on the occupier's premises or on any common area that is likely to create a hazard or danger to the occupier of another premises or any person lawfully using the building.

Avalon Beach Surf Life Saving Club | Building Rules

15. Obstruction of Avalon Beach Reserve

- (1) An occupier must not:
 - (a) park or stand any motor vehicle, boat, caravan or the like on any part of the Avalon Beach Reserve so as to obstruct access to any car space, or any part of the Avalon Beach SLSC Building;
 - (b) use any dedicated car space for the purpose of storing any surf life saving or other equipment; and
 - (c) keep any waste or recycling receptacle on any part of the Avalon Beach Reserve other than in the dedicated waste and recycling area.

16. Compliance with planning and other requirements

- (1) An occupier must ensure that the occupier's premises are not used for any purpose that is prohibited by law.
- (2) An occupier must ensure that the occupier's premises are used in accordance with all conditions of the development consent for the use of the premises.
- (3) An occupier must ensure that the occupier's premises are used in accordance with all conditions of any liquor licence applicable to the use of the premises.

17. No smoking

- (1) An occupier must ensure that there is no smoking within the occupier's premises or on any common area by the occupier's members, staff, patrons and invitees.
- (2) An occupier must erect and maintain signs prohibiting smoking on the occupier's premises.

18. No Sales

- (1) An occupier must not hold an auction, garage, boot, bankrupt or fire sale in the occupier's premises without the prior approval of Pittwater Council.
- (2) An occupier must not permit or invite any coffee, food, or ice cream cart, van, trailer or the like to operate and sell products from the occupier's premises or from any common area.

19. Signs

- (1) An occupier must not install any sign on any common area or on the occupier's premises that is visible from outside the occupier's premises except in such locations and of such style as may be specified by Pittwater Council from time to time. Any signs installed in breach of this Rule will be removed by Pittwater Council at the occupier's expense.
- (2) Any sign installed in accordance with Rule 19(2) must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

Avalon Beach Surf Life Saving Club | Building Rules

20. Security

An occupier must keep the occupier's premises secure when unattended and comply with any directions about building security given by Pittwater Council from time to time.

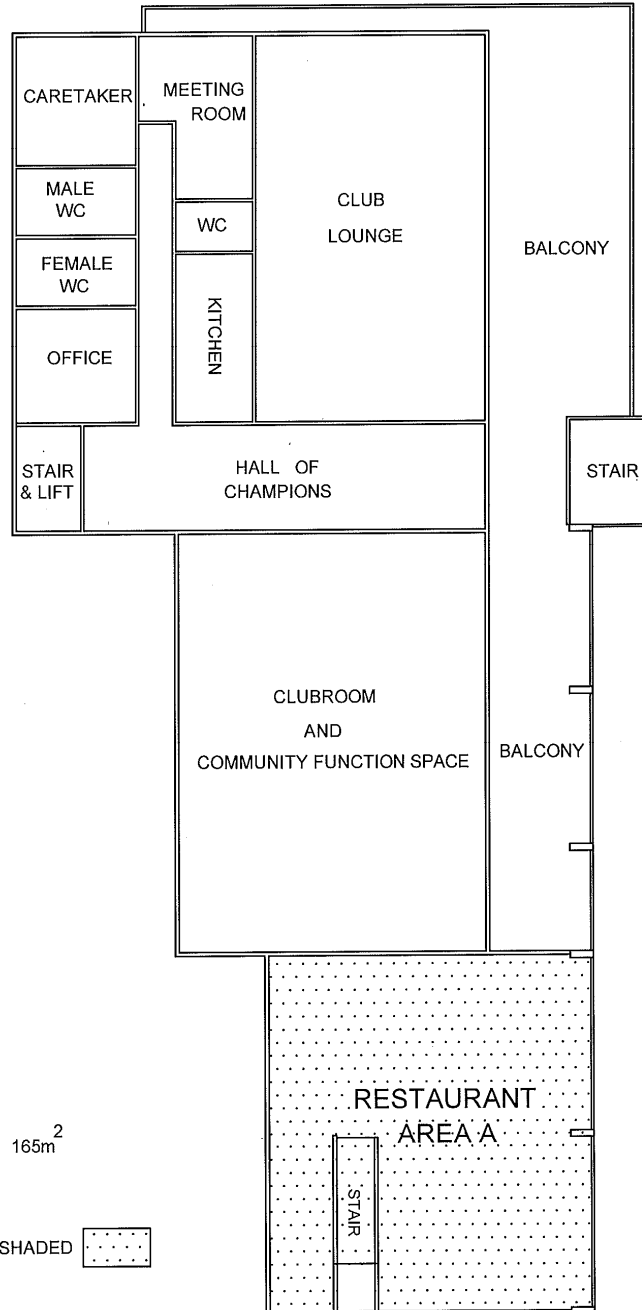
Note: In these Rules any reference to a "common area" shall be taken to mean any part of the Avalon Beach Surf Life Saving Club Building and Avalon Beach Reserve that does not form part of any occupier's leased premises.

DRAFT

PLAN SHOWING A LEASE OF PREMISES
WITHIN AVALON BEACH SURF LIFE SAVING CLUB BUILDING

SHEET 2/2

LEVEL ONE




LEASE AREA LEVEL 1 165m²
(INCLUDING STAIRS)

LEASE AREA SHOWN SHADED



DRAWN AT 1:200 ON AN A4 SHEET
PLAN PREPARED SEPTEMBER 2014

LAND : LOT 202 IN DP1107408 LGA : PITTWATER


STEVE DAVEY
REGISTERED SURVEYOR

**AVALON BEACH SURF LIFE SAVING CLUB
COMMERCIAL OPERATOR LICENCE & HIRING AGREEMENT**

PARTIES

Pittwater Council
ABN 61 340 837 871

AND

[INSERT DETAILS]
ABN **[INSERT DETAILS]**

THIS AGREEMENT dated day of 2014

BETWEEN **Pittwater Council** ABN 61 340 837 871 of Village Park, 1 Park Street
Mona Vale NSW 2103 (**'Pittwater Council'**)

AND **[INSERT DETAILS]** of **[INSERT DETAILS]** ABN **[INSERT DETAILS]**
('the Commercial Operator')

RECITALS

- A. Pittwater Council is the registered proprietor of the Avalon Beach Reserve.
- B. Situated on the Avalon Beach Reserve is Avalon Beach SLSC Building.
- C. The Commercial Operator is the lessee of the Restaurant and Café within the Avalon Beach SLSC Building pursuant to the Lease.
- D. In consideration of the rent and the Licence Fee to be paid by the Commercial Operator to Pittwater Council, Pittwater Council has agreed to grant the Commercial Operator a non-exclusive licence to access and use the Licence Area within Avalon Beach SLSC Building and Avalon Beach Reserve during the term of this Licence Agreement.
- E. In consideration of the rent and the Licence Fee to be paid by the Commercial Operator to Pittwater Council, Pittwater Council has agreed to grant the Commercial Operator an exclusive option to hire the use of the Club Room / Community Function Space and First Floor Balcony within the Avalon Beach SLSC Building every Friday, Saturday and Sunday during the term of this Licence Agreement, subject to the terms and conditions set out herein.
- F. The parties wish to record their agreement herein.

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OPERATIVE PART

1. Interpretation

This agreement is governed by the laws of New South Wales, and the parties, submit to the non-exclusive jurisdiction of the courts of that State.

In the interpretation of this agreement:

- (a) References to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under the legislation;
- (b) Words denoting the singular include the plural and vice versa, words denoting individuals or persons include bodies corporate and vice versa, references to documents or agreements also mean those documents or agreements as changed, novated or replaced, and words denoting one gender include all genders;
- (c) Grammatical forms of defined words or phrases have corresponding meanings;
- (d) Parties must perform their obligations on the dates and times fixed by reference to the capital city of New South Wales;
- (e) Reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia;
- (f) References to a party are intended to bind their executors, administrators and permitted transferees;
- (g) Rights hereby granted to Avalon Beach SLSC to the non-exclusive use of parts of Avalon Beach SLSC Building shall be taken to include a right of its servants, agents, members, hirers or invitees to make use thereof for the approved purpose;
- (h) Obligations under this agreement affecting more than one party bind them jointly and each of them severally.

2. Definitions

Annual Event means an event within the meaning of clause 13.

Approved Plans means the plans for the construction of the Avalon Beach SLSC Building as approved by Pittwater Council pursuant to development applications 693/10/S96/1 and 110/13/S96/1.

Avalon Beach Reserve means the whole of the public reserve comprised in title reference 202/1107408 being and known as Avalon Beach.

Avalon Beach SLSC means Avalon Beach Surf Life Saving Club Inc ABN 81 096 313 417 of 558a Barrenjoey Road Avalon Beach NSW 2107.

Avalon Beach SLSC Building means the Avalon Beach Surf Life Saving Club building situated on Avalon Beach Reserve construction of which was completed in accordance with the Approved Plans in August 2014.

Boardwalk means that part of the Avalon Beach SLSC Building described as such on the Approved Plans and in the Lease.

Building Management Committee means the committee to be formed in accordance with the provisions of clause 20 hereof.

Building Rules means the rules and regulations which may be created by Pittwater Council (acting reasonably) from time to time in accordance with the provisions of clause 20 hereof.

Café means that part of the Avalon Beach SLSC Building described as such on the Approved Plans and in the Lease.

Club Lounge means that part of the Avalon Beach SLSC Building described as such on the Approved Plans.

Club Room / Community Function Space means that part of the Avalon Beach SLSC Building described as such on the Approved Plans, as more particularly described on the plan of the Licence Area that is set out in Schedule 1 hereto.

Commercial Operator means [INSERT DETAILS].

Community Hire means the hire of the Club Room / Community Function Space to third party users by Avalon Beach SLSC for a Permitted Use in accordance with the provisions of clause 11 hereof.

Eastern Access Stairs means that part of the Avalon Beach SLSC Building described as such on the Approved Plans, as more particularly described on the plan of the Licence Area that is set out in Schedule 1 hereto.

Essential Fires Safety Measures means those measures prescribed as such by the Environmental Planning and Assessment Act 1979 and Environmental Planning and Assessment Regulations 2000.

First Floor Balcony means that part of the first floor balcony to the Avalon Beach SLSC Building immediately adjacent to the Club Room / Community Function Space, as more particularly described on the plan of the Licence Area that is set out in Schedule 1 hereto.

First Floor Corridor means that part of the Avalon Beach SLSC Building described as such on the Approved Plans, as more particularly described on the plan of the Licence Area that is set out in Schedule 1 hereto.

First Floor Toilets means the male toilets, female toilets and accessible toilet marked "ACC WC" as shown on the first floor of the Approved Plans, as more particularly described on the plan of the Licence Area that is set out in Schedule 1 hereto.

Function means a seminar, conference, party, banquet, reception, or other social event or similar to be held or proposed to be held in the Club Room / Community Function Space and First Floor Balcony excluding any 18th or 21st birthday celebration.

Function Hire means the hire of the Club Room / Community Function Space and First Floor Balcony to third party users for a Function in accordance with the provisions of clause 12 hereof.

Garbage Enclosure means the garbage enclosure as shown on the Approved Plans, as more particularly described on the plan of the Licence Area that is set out in Schedule 1 hereto.

Hall of Champions means that part of the Avalon Beach SLSC Building described as such on the Approved Plans as more particularly described on the plan of the Licence Area that is set out in Schedule 1 hereto.

Halloween means the first Saturday following 31 October in any year.

Lease means the lease agreement between Pittwater Council and the Commercial Operator concerning the Restaurant, Café and Boardwalk.

Leasehold Area means the Restaurant, Café and Boardwalk as more particularly described in the Lease.

Licence Agreement means this agreement.

Licence Area means the Club Room / Community Function Space, First Floor Balcony, Hall of Champions, First Floor Corridor, First Floor Toilets, Western Access Stairs, Eastern Access Stairs, Lift and Garbage Enclosure as more particularly described on the plan that is set out in Schedule 1 hereto.

Licence Fee means \$1.00 payable annually in arrears.

Lift means that part of the Avalon Beach SLSC Building described as such on the Approved Plans.

Pittwater Council means Pittwater Council ABN 61 340 837 871 of Village Park, 1 Park Street, Mona Vale, NSW 2103.

Maximum Number of Patrons means:

- Function Hire, as well as conferences and seminars: 180 patrons
- Community Hire, excluding conferences, seminars and Avalon Beach SLSC training: 60 patrons

Minister means the minister for the time being responsible for Local Government in New South Wales.

New Years Eve means 31 December in any year.

Permitted Use means pilates, wu ta dance, fitness classes with no loud music or amplified instructions, tai chi, yoga, meditation, relaxation, martial arts, community groups, meetings, fundraising events for non-profit organisations such as trivia nights, presentations, art classes / exhibitions, seniors activities, conferences, seminars, Avalon Beach SLSC training, or such other use as may be specified or approved by Pittwater Council acting reasonably from time to time.

Prohibited Use means drama classes, functions, dance classes, zumba, belly dance, jazzercise, square dance, gymbaroo, bands, music groups, little kickers: soccer, choir, singing groups, play groups, fitness classes with loud music or amplified instructions, tap dancing, bang bang salsa, flamenco dance, hop skip jump: kids and parents, kindermusic, 18th birthday parties, 21st birthday parties, any use which exceeds the Maximum Number of Patrons, or such other use as may be specified by Pittwater Council acting reasonably from time to time.

Restaurant means that part of the Avalon Beach SLSC Building described as such on the Approved Plans and in the Lease.

Western Access Stairs means that part of the Avalon Beach SLSC Building described as such on the Approved Plans, as more particularly described on the plan of the Licence Area that is set out in Schedule 1 hereto.

3. Term

This Licence Agreement shall commence on 1 April 2015 and shall continue until the earlier of:

- (a) the date that both parties agree in writing to end this Licence Agreement;
- (b) the expiry or termination of the Lease;
- (c) the termination of this Licence Agreement in accordance with the provisions of clause 22 hereof.

4. Licence Fee

The Commercial Operator agrees to pay to Pittwater Council the Licence Fee annually in arrears.

5. Building Access & Security

- (a) Avalon Beach SLSC shall be responsible to manage and maintain at its own expense all key, alarm and proximity card systems for the Licence Area.
- (b) Pittwater Council and/or Avalon Beach SLSC shall in future, at the request and at the expense of the Commercial Operator (which expense shall not be unreasonable), supply to the Commercial Operator such keys, alarm codes and proximity cards as it may reasonably require from time to time to access the Eastern Access Stairs, Western Access Stairs, Lift, Hall of Champions, First Floor Corridor and First Floor Toilets.

6. Eastern Access Stairs, Western Access Stairs, Lift, First Floor Corridor and First Floor Toilets

- (a) Pittwater Council hereby grants to the Commercial Operator the non-exclusive right for the Commercial Operator's staff and patrons to access and make use of the Eastern Access Stairs, Western Access Stairs, Lift, First Floor Corridor and First Floor Toilets at all times, for pedestrian traffic and to make use of the First Floor Toilets.
- (b) The Commercial Operator acknowledges that the members and invitees of the Avalon Beach SLSC will also have access and make use of the Eastern Access Stairs, Western Access Stairs, Lift, First Floor Corridor and First Floor Toilets at all times for pedestrian traffic and to make use of the First Floor Toilets.
- (c) The Commercial Operator acknowledges and agrees that it is not permitted to keep any furniture or other items in or on the Eastern Access Stairs, Western Access Stairs, Lift, First Floor Corridor or First Floor Toilets at any time.
- (d) The Commercial Operator acknowledges and agrees that Avalon Beach SLSC may keep the Eastern Access Stairs, Western Access Stairs and Lift secured against unauthorized entry at any time and access to or from the Avalon Beach SLSC Building via the Eastern Access Stairs, Western Access Stairs and Lift by Restaurant staff and patrons may be restricted during such times.

7. Hall of Champions

- (a) Pittwater Council hereby grants to the Commercial Operator a non-exclusive right for the Commercial Operator's staff and patrons to access and make use of the Hall of Champions at all times for pedestrian traffic.
- (b) The Commercial Operator acknowledges that Avalon Beach SLSC shall at all times have the exclusive right to decorate the Hall of Champions.
- (c) Avalon Beach SLSC will ensure that a clear passage of not less than 1,500mm as more particularly described on the plan of the Licence Area that is set out in Schedule 1 hereto will be maintained for pedestrian traffic and for wheelchair access at all times along the length of the Hall of Champions.

8. First Floor Balcony

- (a) Pittwater Council hereby grants to the Commercial Operator the non-exclusive right for the Commercial Operator's staff and patrons to access and make use of the First Floor Balcony at all times for pedestrian traffic.
- (b) Avalon Beach SLSC will ensure that a clear passage of not less than 1,500mm as more particularly described on the plan of the Licence Area that is set out in Schedule 1 hereto will be maintained for pedestrian traffic and for wheelchair access at all times along the length of the First Floor Balcony.

9. Garbage Enclosure

- (a) Pittwater Council hereby grants to the Commercial Operator the non-exclusive right to keep garbage and recycling receptacles within the Garbage Enclosure and to make use of the Garbage Enclosure in accordance with the Building Rules at all times.
- (b) The Commercial Operator acknowledges that Avalon Beach SLSC will also be entitled to access and make use of the Garbage Enclosure in accordance with the Building Rules at all times.

10. Avalon Beach SLSC Club Room / Community Function Space Licence

- (a) The Commercial Operator hereby acknowledges that Avalon Beach SLSC shall have a continuing right to use the Club Room / Community Function Space (excluding the First Floor Balcony) on any Monday, Tuesday, Wednesday or Thursday during the term of this Licence Agreement for its own use.
- (b) The Commercial Operator hereby acknowledges that Avalon Beach SLSC shall have a continuing right to use the Club Room / Community Function Space (excluding the First Floor Balcony) on any Friday, Saturday or Sunday during the term of this Licence Agreement for its own use or for Community Hire on short notice but only if:
 - (i) the Commercial Operator has not already booked the use of the Club Room / Community Function Space;

- (ii) Avalon Beach SLSC gives not more than fourteen (14) days notice of its intended use to the Commercial Operator; and
- (iii) Avalon Beach SLSC must by 06:00am on the day following such use on short notice:
 - i. leave the Club Room / Community Function Space in a neat and tidy condition;
 - ii. remove all garbage and refuse from the Club Room / Community Function Space;
 - iii. pack away Avalon Beach SLSC's furniture and equipment; and
 - iv. arrange and pay for the Club Room / Community Function Space (including all glass windows, doors and balustrades) to be professionally cleaned.
- (c) Avalon Beach SLSC's use of the Club Room / Community Function Space at the times prescribed by clause 10(a) and 10(b) must not:
 - (i) disturb the quiet enjoyment of the Restaurant;
 - (ii) be incompatible with the reasonable use of the Restaurant for its designed purpose;
 - (iii) be for any purpose other than a Permissible Use;
 - (iv) be for any Prohibited Use; and
 - (v) exceed the Maximum Number of Patrons.

11. Community Hire

- (a) The Commercial Operator hereby acknowledges that Avalon Beach SLSC shall have a continuing right to make the Club Room / Community Function Space (excluding the First Floor Balcony) available for Community Hire:
 - (i) at any time on any Monday, Tuesday, Wednesday or Thursday during the term of this Licence Agreement; and
 - (ii) on short notice on any Friday, Saturday or Sunday but only in accordance with the provisions of clause 10(b).
- (b) Avalon Beach SLSC's use of the Club Room / Community Function Space at any time for any Community Hire purpose at the times prescribed by clause 11(a) must not:
 - (i) disturb the quiet enjoyment of the Restaurant;

- (ii) be incompatible with the reasonable use of the Restaurant for its designed purpose;
- (iii) be for any purpose other than a Permissible Use;
- (iv) be for any Prohibited Use; and
- (v) exceed the Maximum Number of Patrons.

12. Function Hire

- (a) In consideration of the obligations of the Commercial Operator pursuant to clause 12(c), during the term of this Licence Agreement the Commercial Operator shall have an exclusive, continuing option to hire the use of the Club Room / Community Function Space and First Floor Balcony from Avalon Beach SLSC on any Friday, Saturday or Sunday (but excluding the date of any Annual Event) for use for a Function.
- (b) In consideration of the obligations of the Commercial Operator pursuant to clause 12(c), during the term of this Licence Agreement the Club Room / Community Function Space and First Floor Balcony will only be available for Function Hire to the Commercial Operator on any Friday, Saturday or Sunday (excluding the date of any Annual Event) and will not be available for Function Hire to any third party at any time.
- (c) The Commercial Operator must exercise its option to hire the use of the Club Room / Community Function Space and First Floor Balcony from Avalon Beach SLSC as set out in clause 12(a) and pay to Avalon Beach SLSC hiring fees to the equivalent of a minimum of twenty (20), one hundred (100) plus person functions annually, or pay the equivalent annual hiring fee (or difference) in lieu.
- (d) Avalon Beach SLSC will make the Club Room / Community Function Space available to the Commercial Operator from 06:00am on the day of any booked function.
- (e) The parties agree that the terms of any Function Hire agreement concerning the use of the Club Room / Community Function Space for Function Hire purposes are as set out in Schedule 2 hereto or on such other terms as Pittwater Council may reasonably require from time to time.

- (f) The parties agree that the Function Hire fees will be set as follows for 2015 for any Friday, Saturday or Sunday Function and increase annually thereafter in accordance with the provisions of clause 12(g):

No. of patrons	2015 Hiring Fee
Under 50:	\$750 plus GST, if any
50-100:	\$1,250 plus GST, if any
Over 100:	\$1,500 plus GST, if any

- (g) The parties agree that the Function Hire fees shall increase annually on 1 January in each year by the same percentage as the percentage increase in the Sydney All Groups Consumer Price Index for the year preceding the date of review, provided that should at any time the consumer price index cease to be published then the parties agree to replace the consumer price index with such other index as shall be published to replace the consumer price index and in the absence of such agreement being reached that other index shall be the index which most appropriately reflects fluctuations in the costs of living in Sydney, and provided further that any such increase in the hiring fees shall be rounded up to the nearest \$10.
- (h) Pittwater Council, Avalon Beach SLSC and the Commercial Operator may invite and receive enquiries in relation to all prospective Function Hire bookings provided that all enquiries will be referred to the Commercial Operator to finalise, and the Commercial Operator will be responsible to exercise its option to hire the use of the Club Room / Community Function Space and First Floor Balcony in accordance with the provisions of clause 12(a) and hire the use of the said Club Room / Community Function Space and First Floor Balcony from Avalon Beach SLSC.
- (i) The Commercial Operator acknowledges that Avalon Beach SLSC is responsible to manage all Function Hire bookings.
- (j) The Commercial Operator must pay all Function Hire booking fees as directed by Avalon Beach SLSC.
- (k) The Commercial Operator agrees to use Pittwater Council's nominated booking system to book and record all Function Hire bookings.

- (l) Pittwater Council and/or Avalon Beach SLSC shall provide the Commercial Operator with access to the nominated booking system such that it can make direct bookings.
- (m) Notwithstanding any other clause herein, the Commercial Operator may also request and Avalon Beach SLSC may accept a Function Hire booking on any Monday, Tuesday, Wednesday or Thursday at any time. The parties agree that Avalon Beach SLSC may set the fee payable for a Function Hire booking on any such Monday, Tuesday, Wednesday or Thursday by negotiation with the Commercial Operator. The Commercial Operator may also request and Avalon Beach SLSC may accept a Function Hire booking on any day which includes the use of the Avalon Beach SLSC Club Lounge. Avalon Beach SLSC may set the fee payable for the use of the Club Lounge during any such booking.
- (n) The Commercial Operator may request and Avalon Beach SLSC may accept a function booking on any day which requires the use of the Club Lounge by the Commercial Operator. The parties agree that Avalon Beach SLSC may set the fee payable for the use of the Club Lounge for any such function by negotiation with the Commercial Operator.
- (o) The parties acknowledge and agree that:
- (i) the food and beverage catering for all Functions (excluding any Annual Event) must be provided by the Commercial Operator; and
 - (ii) no Functions (excluding any Annual Events) shall be permitted to be held unless the food and beverage catering is provided by the Commercial Operator.
- (p) All Functions must end:
- (i) at 10:00pm on any Sunday, Monday, Tuesday, Wednesday or Thursday;
 - (ii) at 12:00 midnight on any Friday or Saturday night; and
 - (iii) at 1:00am following New Years Eve.
- (q) Functions must not exceed the Maximum Number of Patrons at any time.
- (r) Following all Functions, the Commercial Operator shall be responsible to:
- (i) leave the Club Room / Community Function Space in a neat and tidy condition;

- (ii) remove and dispose of all waste;
 - (iii) remove all of the Commercial Operator's furniture and equipment;
 - (iv) pack away Avalon Beach SLSC's furniture and equipment; and
 - (v) comply with any other obligations set out in the terms and conditions of the Function Hire booking.
- (s) The Commercial Operator acknowledges and agrees that no 18th or 21st birthday celebrations may be held in the Club Room / Community Function Space at any time.
- (t) For the avoidance of doubt, the parties agree that the applicable hiring fee shall be payable per function. If separate functions are held on the same day for the benefit of different patrons then in such case the applicable hiring fee shall be due and payable in respect of each function.
- (u) When booking any function the Commercial Operator must nominate the anticipated number of patrons. If the Commercial Operator becomes aware at any stage, whether before, during or after a function, that the number of patrons exceeded the number anticipated at the time of booking so as to result in an increase in the hiring fee in accordance with the provisions of clause 12(f), then the Commercial Operator must immediately notify Avalon Beach SLSC of the change in numbers and pay the applicable increase in hiring fee.

13. Surf Club Annual Events

- (a) The Commercial Operator acknowledges that Pittwater Council has granted to Avalon Beach SLSC an option to have an exclusive right and licence to use the Club Room / Community Function Space and First Floor Balcony for use for Avalon Beach SLSC's major annual events on six (6) occasions during any twelve (12) month period commencing on 1 April and ending on 31 March each year and on any week day, provided always that:
- (i) the Annual Events shall include New Year's Eve and Halloween each year;
 - (ii) Avalon Beach SLSC shall provide the Commercial Operator with at least three (3) months' advance written notice of the dates of any other Annual Events;

- (iii) Avalon Beach SLSC shall provide Pittwater Council and the Commercial Operator with at least three (3) months' advance written notice if it does not intend to hold a function on New Year's Eve or Halloween;
- (iv) Avalon Beach SLSC may have exclusive access to and use of the Club Room / Community Function Space and First Floor Balcony from 6:00am on the date of an Annual Event;
- (v) Avalon Beach SLSC must not prior to 5:00pm on the date of any Annual Event make use of the Club Room / Community Function Space or First Floor Balcony in any way that may disturb the quiet enjoyment of the Restaurant or be incompatible with the reasonable use of the Restaurant for its designed purpose;
- (vi) no Annual Event may be held within one (1) month of an earlier Annual Event; and
- (vii) Annual Events must end:
 - i. at 10:00pm on any Sunday, Monday, Tuesday, Wednesday or Thursday;
 - ii. at 12:00 midnight on any Friday or Saturday night; and
 - iii. at 1:00am following New Years Eve
- (b) For the avoidance of doubt, Avalon Beach SLSC's right to use the Club Room / Community Function Space and First Floor Balcony for an Annual Event is **not** subject to the obligations imposed by sub-clause 11(b) and/or 12(o), provided that Annual Events must not exceed the Maximum Number of Patrons at any time.
- (c) Avalon Beach SLSC will be responsible to arrange and pay for the Club Room / Community Function Space (including all glass windows, doors and balustrades) to be professionally cleaned and available for use in a clean and tidy condition by 06:00am the morning after any Annual Event.
- (d) Avalon Beach SLSC may otherwise hold an Annual Event at any other time and for any duration but only if Avalon Beach SLSC has sought and obtained the Commercial Operator's prior written consent.

14. Liquor Licence

- (a) The Commercial Operator may apply for and hold an on-premises liquor licence permitting the service of alcohol by it in the Club Room / Community Function Space and the First Floor Balcony during any Function as a catering service.
- (b) The Commercial Operator's liquor licence:
 - (i) shall include the following business type: "catering service".
 - (ii) the licensed premises must not include the Club Room / Community Function Space or the First Floor Balcony.
- (c) The Commercial Operator agrees and warrants that it will comply with the conditions of its liquor licence at all times.

15. Maintenance

- (a) During the term of this Licence Agreement, the parties agree that:
 - (i) Pittwater Council will be responsible to maintain the roof, the ceiling, the external walls, the ground floor slab and the first floor slab of the Avalon SLSC Building in a state of good condition and serviceable repair and must fix structural defects and maintain essential services; and
 - (ii) Avalon Beach SLSC is otherwise responsible to keep the Licence Area in a state of good condition and serviceable repair.
- (b) Avalon Beach SLSC shall be responsible to arrange and pay to repair, replace and maintain all glass broken in the Licence Area and all non-operative light fittings within the Licence Area.
- (c) Subject to clause 12(r), Avalon Beach SLSC shall be responsible to arrange and pay to dispose of all waste from within the Licence Area and shall take all necessary steps to control any pest infestation within the Licence Area.
- (d) Avalon Beach SLSC shall be responsible to arrange and pay to repair, replace and maintain any heating, cooling and electrical fittings installed in the Licence Area which are broken or damaged as a result of the use thereof by the Avalon Beach SLSC or its servants, agents, employees, members, hirers or invitees.

- (e) Avalon Beach SLSC shall keep and maintain the plumbing fittings, waste pipes, drains and water closets servicing the First Floor Toilets in a clean, clear and operative condition and shall employ licensed tradesman to clear any blockages which may occur therein.
- (f) Avalon Beach SLSC shall keep and maintain all tables, chairs, audio visual and other equipment required for use for Community Hire and/or Functions in a state of good and serviceable repair and shall repair and replace such items as and when reasonably necessary.
- (g) In the event of Avalon Beach SLSC failing to perform any of its obligations under the foregoing provisions then Pittwater Council may do such things as are necessary to comply with such provisions and may recover from the Avalon Beach SLSC the costs of so doing.

16. Cleaning

- (a) Avalon Beach SLSC will be responsible to arrange and pay for the Hall of Champions, First Floor Corridor, Eastern Access Stairs, Western Access Stairs and Lift (including all glass windows, doors and balustrades) to be professionally cleaned at regular intervals and otherwise kept in a clean and tidy condition at all times.
- (b) Avalon Beach SLSC will be responsible to arrange and pay for the First Floor Toilets to be professionally cleaned and stocked with all necessary consumables on a daily basis and otherwise to be kept in a clean and tidy condition at all times. Avalon Beach SLSC will be responsible to ensure that the First Floor Toilets will be cleaned and stocked at all times to a standard consistent and compatible with the reasonable use thereof by Restaurant patrons.
- (c) Avalon Beach SLSC will be responsible to arrange and pay for the Club Room / Community Function Space (including all glass windows, doors and balustrades) to be professionally cleaned and available for use in a clean and tidy condition by 06:00am each Friday morning and otherwise as may reasonably be required on any Monday, Tuesday, Wednesday or Thursday.
- (d) Subject always to Avalon Beach SLSC's obligations pursuant to clause 10(b)(iii), the Commercial Operator will be responsible to arrange and pay

for the Club Room / Community Function Space and First Floor Balcony (including all glass windows, doors and balustrades) to be professionally cleaned and available for use in a clean and tidy condition by 06:00am each Monday morning and otherwise as may reasonably be required on any Friday, Saturday or Sunday.

17. Lift Maintenance

Pittwater Council will be responsible at all times to service and, if necessary, repair or replace the Lift.

18. Use

The rights conferred on the Commercial Operator herein are at all times subject to the following obligations:

- (a) the Commercial Operator shall not use the Licence Area or any of the fixtures or fittings therein at any time otherwise than for its designed purpose;
- (b) the Commercial Operator shall not store or use an inflammable or dangerous substance upon the Licence Area;
- (c) the Commercial Operator shall not do or permit to be done within the Licence Area anything which in the opinion of Pittwater Council may become a nuisance or a disturbance, obstruction or cause of damage, whether to Pittwater Council or to other tenants or users of Avalon Beach SLSC Building nor to use the Licence Area in any noisy, noxious or offensive manner;
- (d) the Commercial Operator shall not obstruct or interfere with any of the entrances or common areas of Avalon Beach SLSC Building;
- (e) the Commercial Operator shall advise Pittwater Council of the private address and telephone number of its manager or other responsible person employed by the Commercial Operator and shall keep Pittwater Council informed of any change of such address or telephone number;
- (f) the Commercial Operator shall secure the Licence Area against unauthorized entry at all times from the Restaurant and Pittwater Council

- reserves the right by its servants and agents to enter upon the Licence Area and fasten same if the Licence Area is left unsecured;
- (g) the Commercial Operator shall not cause or permit any signs to be affixed to the Licence Area without the prior written consent of Pittwater Council which shall not be unreasonably withheld;
 - (h) the Commercial Operator will not make any structural or other alterations to the Licence Area without the prior written consent of Pittwater Council which shall not be unreasonably withheld;
 - (i) the Commercial Operator will not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Licence Area without the prior written consent of Pittwater Council which shall not be unreasonably withheld;
 - (j) the Commercial Operator will ensure compliance with all Essential Fire Safety Measures; and
 - (k) Insofar as they relate to the use of the Licence Area by the Commercial Operator, Avalon Beach SLSC will ensure compliance with all conditions of development consent for the Avalon Beach SLSC Building.

19. Insurance and Indemnity

- (a) Avalon Beach SLSC shall keep current at all times during the currency of this Licence Agreement an insurance policy noting the interest of Pittwater Council (as applicable), including:
 - (i) a policy of public risk insurance applicable to its use of the Licence Area for an amount of not less than \$20,000,000 or such other amount as Pittwater Council may reasonably determine from time to time;
 - (ii) loss or damage to the fixtures, fittings and goods of the Commercial Operator, its servants, agents, employees, members, hirers or invitees; and
 - (iii) the replacement value of all glass in or enclosing the Licence Area.
- (b) The Commercial Operator hereby indemnifies Pittwater Council and the Minister against all claims, actions, losses and expenses for which Pittwater Council may become liable arising out of the act or neglect of the

Commercial Operator, its servants, agents, employees, or invitees in their use of the Licence Area.

- (c) The Commercial Operator covenants at all times and in all respects to comply at its own expense with the requirements of the Insurance Council of Australia, Fire & Rescue NSW and the requirements of any other relevant statute or regulation.

20. Building Rules

- (a) Pittwater Council (acting reasonably) may from time to time make Building Rules for the purpose of controlling, regulating and administering the Licence Area for the benefit of all potential users to achieve a compatibility of uses.
- (b) Pittwater Council may in future convene a Building Management Committee for the purpose of assisting to control, regulate and administer the Licence Area for the benefit of all users to achieve a compatibility of uses.
- (c) The Building Management Committee shall consist of one (1) representative each from Avalon Beach SLSC, Pittwater Council and the Commercial Operator.
- (d) The Building Management Committee will meet quarterly to make recommendations to Pittwater Council regarding suitable Building Rules and for the general purpose of controlling, regulating and administering the Licence Area for the benefit of all users to achieve a compatibility of uses.
- (e) The Commercial Operator must:
 - (i) at all times obey and comply with the Building Rules;
 - (ii) convey the Building Rules to its servants, agents, employees, members, hirers, patrons and invitees; and
 - (iii) act reasonably to ensure compliance with the Building Rules by its servants, agents, employees, members, hirers, patrons and invitees.

21. Obligations of Avalon Beach SLSC

Pittwater Council acknowledges and agrees that it must from time to time take all actions as may be reasonable and necessary to require compliance by Avalon Beach SLSC of its obligations described herein.

22. Default

- (a) The essential obligations of the Commercial Operator include but are not limited to the obligation to:
- (i) pay money;
 - (ii) comply with the Building Rules;
 - (iii) comply with its obligations concerning its use of the Licence Area;
 - (iv) comply with the conditions of its liquor licence;
 - (v) comply with the conditions of the development consent; and
 - (vi) comply with its obligations under clause 12(u).
- (b) Pittwater Council may terminate this Licence Agreement by giving the Commercial Operator notice if the Commercial Operator persistently breaches an essential or other obligation and does not remedy the breach within reasonable time after Pittwater Council has given notice of the breach.
- (c) Pittwater Council may terminate this Licence Agreement with immediate effect if:
- (i) the Commercial Operator repudiates its obligations under this Licence Agreement; or
 - (ii) the Commercial Operator breaches an essential or other obligation and the breach cannot be remedied or compensated; or
 - (iii) the Commercial Operator breaches an essential or other obligation and the breach can be compensated but the Commercial Operator refuses or fails to pay such compensation within reasonable time after Pittwater Council has given notice to pay.

23. Dispute resolution

- (a) If a dispute arises between the parties, then before any formal mediation can be required or any court proceeding may begin, the party raising the dispute must give 14 days' notice to the other party setting out the dispute and seeking discussion and compromise with a view to resolving the dispute.
- (b) If the dispute is not resolved within 14 days:
- (i) if the dispute also concerns the Avalon Beach SLSC, then the parties must convene an urgent meeting of the Building Management

Committee to discuss the issue and seek resolution within a further 14 day period; or

(ii) if the dispute does not also concern the Avalon Beach SLSC, then in such case the parties must convene a meeting including the Pittwater Council General Manager and a representative of the Commercial Operator to discuss the issue and seek resolution within a further 14 day period.

(c) If after the further 14 days the dispute is still not resolved then it must be referred to mediation before commencing court proceedings. The costs of mediation must be borne by the parties in equal shares.

24. Mediation

(a) The parties agree to endeavour to settle any dispute arising in relation to any matter under this agreement that cannot be resolved in accordance with the provisions of clause 23 by mediation administered by the Australian Commercial Disputes Centre (ACDC) before having recourse to arbitration or litigation.

(b) The mediation must be conducted in accordance with the ACDC guidelines for commercial mediation operating at the time the dispute is referred to ACDC.

(c) The guidelines set out the procedures to be adopted, the process of selection of the mediator and the costs involved.

(d) The terms of the guidelines are deemed incorporated into this agreement.

(e) This clause survives termination of this agreement.

25. Assignment

(a) This Licence Agreement is personal to the Commercial Operator and cannot be sub-licensed, assigned, charged or the subject of any other like transaction without the prior written consent of Pittwater Council. Pittwater Council may only withhold its consent for the reasons set out in clause 10.2 of the Lease.

(b) Nothing in this clause shall be construed so as to restrict the hiring arrangements contemplated by clauses 11 and 12 hereof.

26. Damage

The Commercial Operator shall at its own expense make good any damage to the Licence Area that is caused through the act, neglect, default or misconduct of the Commercial Operator or its servants, agents, employees, hirers or invitees.

27. Indemnity

The Commercial Operator hereby indemnifies and holds harmless Pittwater Council and the Minister from and against all suits, actions, claims, demands, losses, damages, costs and expenses arising from the use of the Licence Area by the Commercial Operator, its servants, agents, employees, hirers or invitees.

28. Risk of property

Any property of the Commercial Operator that is kept within the Licence Area shall be at the sole risk of the Commercial Operator except where loss or damage is caused by any wilful or negligent act or omission of Pittwater Council its servants, employees or agents.

29. Rights conferred

The rights hereby conferred are contractual only and do not create any estate or interest in or over the Licence Area or any part thereof and the rights of the Commercial Operator shall be those of a licensee only.

30. Notices

A communication required by this agreement, by a party to another, must be in writing and may be given to them by being:

- (a) Delivered personally; or
- (b) Posted to their address specified in this agreement, or as later notified by them, in which case it will be treated as having been received on the second business day after posting; or

- (c) Faxed to the facsimile number of the party with acknowledgment of receipt received electronically by the sender, when it will be treated as received on the day of sending; or
- (d) Sent by email to their email address, when it will be treated as received on that day.

31. Counterparts

This agreement may be executed in any number of counterparts each of which will be an original but such counterparts together will constitute one and the same instrument and the date of the agreement will be the date on which it is executed by the last party.

32. Costs

Each party will pay their own costs in relation to this agreement.

SIGNED AS AN AGREEMENT

SIGNED by Mark Ferguson as)
attorney for Pittwater Council under)
registered Power of Attorney Book:
4548 No: 203 in the presence of:

Signature of attorney, who by
executing this agreement
acknowledges that he has received no
notice of revocation of the power of
attorney

Signature of witness

Print name of witness

SIGNED by [INSERT DETAILS] in)
accordance with s.127 of the)
Corporations Act:

Director / Secretary

Director

Print name

Print name

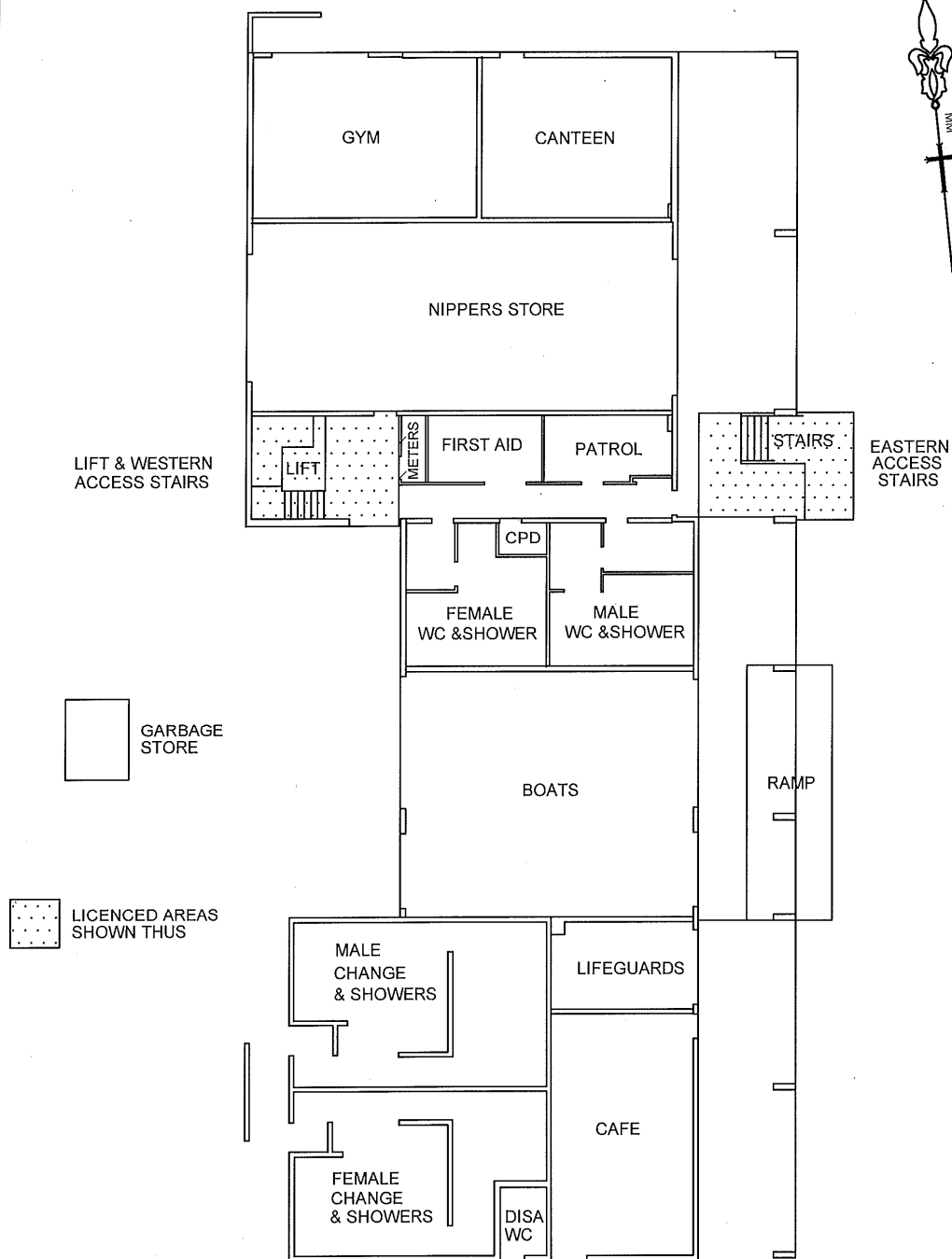
SCHEDULE 1 – PLAN OF LICENCE AREA

DRAFT FOR PUBLIC EXHIBITION


PLAN OF AVALON SURF CLUB

SHEET 1/2

GROUND LEVEL



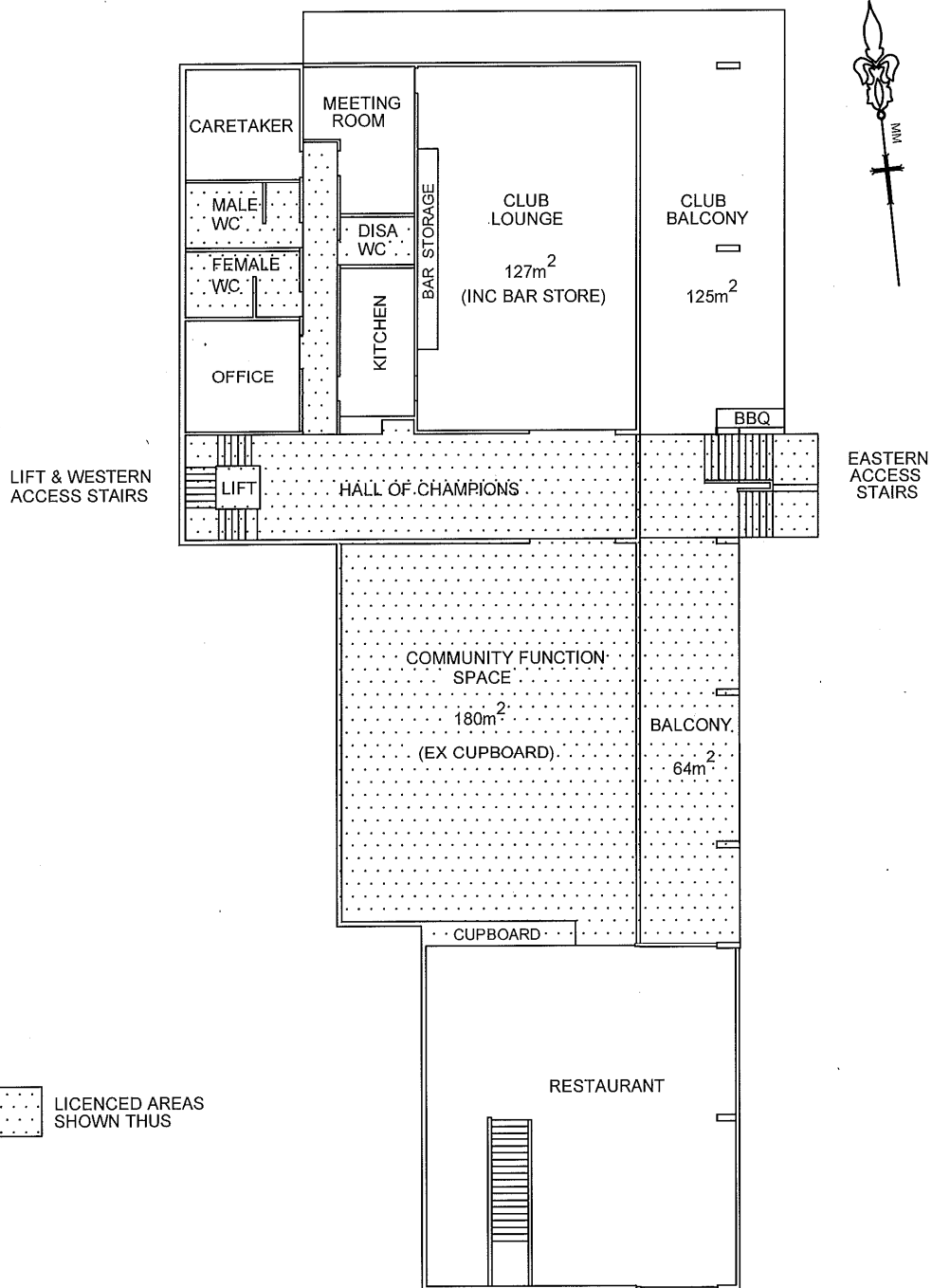
DRAWN AT 1:200 ON AN A4 SHEET
PLAN PREPARED OCTOBER 2014
LAND : LOT 202 IN DP1107408


STEVE DAVEY
REGISTERED SURVEYOR

PLAN OF AVALON SURF CLUB

SHEET 2/2

LEVEL ONE



DRAWN AT 1:200 ON AN A4 SHEET
PLAN PREPARED OCTOBER 2014

LAND : LOT 202 IN DP1107408 LGA PITTWATER

STEVE DAVEY
REGISTERED SURVEYOR

SCHEDULE 2 – TERMS & CONDITIONS OF FUNCTION HIRE

DRAFT FOR PUBLIC EXHIBITION

**AVALON BEACH SURF LIFE SAVING CLUB INC
CLUB ROOM / COMMUNITY FUNCTION SPACE
TERMS AND CONDITIONS OF FUNCTION HIRE**

GENERAL

1. Avalon Beach SLSC acknowledges that the hirer has exclusive and other rights concerning the hire of the Club Room / Community Function Space on any Friday, Saturday or Sunday pursuant and subject to the terms and conditions of a Licence and Hiring Agreement between the hirer and Pittwater Council. Avalon Beach SLSC is responsible to manage such hiring arrangements subject to the terms and conditions set out herein.
2. The hirer is the commercial operator of the Restaurant and Cafe adjoining the Club Room / Community Function Space.
3. The hirer or a natural person representing the hirer is required to be present at the premises for the duration of any person's use or occupation of the premises in connection with the hirer's booking.
4. The hirer must advise Avalon Beach SLSC in writing the type of function that is to take place in connection with the booking.
5. The hirer must use only that part of the premises for which a fee has been paid.
6. The hirer must adhere to booking times as stated in the booking request. Setting up may only be done during the period of the booking or at other times arranged with Avalon Beach SLSC. Setting up or otherwise using or occupying the premises outside the period of the booking or any times arranged with Avalon Beach SLSC may result in the levying of a further fee.
7. The hirer undertakes that in connection with the use or occupation of the premises the hirer will not permit or suffer anything to be done which is disorderly, offensive or illegal.
8. The premises are to be inspected by the hirer before use. The floor of the premises is to be free of dirt, grit, water, obstacles, etc to ensure the safety of people using the facility.
9. The hirer is not permitted to use any adhesive materials to secure signs, posters or decoration on any internal or external wall or floor surfaces.
10. All reasonable steps must be taken by the hirer to satisfy itself that there is no reasonable risk of injury to any person participating in the hirer's activities.
11. Any damage/untidiness to the premises prior to booking must be brought to the attention of Avalon Beach SLSC by the hirer prior to use or occupation of the premises by the hirer.
12. The hirer undertakes that the hirer will not use or permit the premises be used by more than 180 users.
13. The hirer is responsible for ensuring that children are in the company of a responsible adult at all times.
14. Avalon Beach SLSC may request the removal of any person attending the premises at any time in connection with the hirer's booking found to be in breach of these Terms and Conditions of Hire.
15. The hirer is responsible for the behaviour of all persons attending the premises at any time in connection with the hirer's booking. This will include instructing all such persons to leave quietly within the stipulated times.

16. Avalon Beach SLSC is not responsible for any of the hirer's property left upon or in the premises outside of booking times.
17. The riding of bikes, scooters and skateboards is not permitted on the premises. These items are to be left outside the premises.
18. The hirer undertakes that the hirer will not permit or suffer the premises to be used after 10:00pm on any Sunday, Monday, Tuesday, Wednesday or Thursday, after 12:00 midnight on any Friday or Saturday, or after 01:00am following New Year's Eve.
19. The hirer must ensure that all persons in attendance at the premises in connection with the hirer's booking leave the premises in a quiet and orderly manner.
20. The hirer must ensure that all persons in attendance at the premises in connection with the hirer's booking comply strictly with all relevant conditions of the Avalon Beach Surf Life Saving Club Building Rules as they shall exist from time to time.

FEES

21. The hirer must pay Avalon Beach SLSC's function hire rates commencing in 2015 as follows:

- 21.1 For any Friday, Saturday or Sunday function:

No. of patrons	2015 Hiring Fee
Under 50:	\$750 plus GST, if any
50-100:	\$1,250 plus GST, if any
Over 100:	\$1,500 plus GST, if any

Function hire fees shall increase annually on 1 January in each year by the same percentage as the percentage increase in the Sydney All Groups Consumer Price Index for the year preceding the date of review, provided that should at any time the consumer price index cease to be published then the parties agree to replace the consumer price index with such other index as shall be published to replace the consumer price index and in the absence of such agreement being reached that other index shall be the index which most appropriately reflects fluctuations in the costs of living in Sydney, and provided further that any such increase in the hiring fees shall be rounded up to the nearest \$10.

- 21.2 For any Monday, Tuesday, Wednesday or Thursday function, as agreed by the hirer and Avalon Beach SLSC in advance of the booking.

PAYMENTS & CANCELLATIONS

22. The hirer must pay the hiring fee within 14 days of invoicing and prior to the booking date.
23. The hirer must give Avalon Beach SLSC notice of the cancellation of any booking hire in writing. If:
 - 23.1 the hirer gives 90 or more days notice of the cancellation, then Avalon Beach SLSC must refund 100% of any hiring fee paid;
 - 23.2 the hirer gives less than 90 but 30 or more days notice of the cancellation, then Avalon Beach SLSC must refund 75% of any hiring fee paid, provided always that if the hiring fee has not been paid then in such case the hirer must pay to Avalon Beach SLSC 25% of the hiring fee;

- 23.3 the hirer gives less than 30 but 14 or more days notice of the cancellation, then Avalon Beach SLSC must refund 50% of any hiring fee paid, provided always that if the hiring fee has not been paid then in such case the hirer must pay to Avalon Beach SLSC 50% of the hiring fee;
- 23.4 the hirer gives less than 14 days notice of the cancellation, then Avalon Beach SLSC is not required to refund any hiring fee paid, provided always that if the hiring fee has not been paid then in such case the hirer must pay to Avalon Beach SLSC 100% of the hiring fee.

ASSIGNMENT & TRANSFER OF BOOKINGS

- 24. This agreement is personal to the hirer and cannot be sub-licensed, assigned, charged or the subject of any other like transaction without the prior written consent of Avalon Beach SLSC.

FIRST AID

- 25. The hirer is responsible for providing first aid at the premises in the case of an emergency, and undertakes that the hirer has and will keep current appropriate first aid training and first aid kit.

EMERGENCY PROCEDURES / INSTRUCTIONS

- 26. The hirer must be aware of and observe the Emergency Evacuation Management Plan for the premises.
- 27. The hirer must take direction from Avalon Beach SLSC management in the case of an emergency, when such persons are present.
- 28. The hirer is responsible for ensuring that fire doors and emergency exits are not obstructed.
- 29. The hirer is responsible for ensuring that fire-fighting equipment is not discharged, used or interfered with for any reason other than its designated or manifest purpose, and only by trained personnel.
- 30. Avalon Beach SLSC will notify the hirer of any Emergency Evacuation training that is carried out. The hirer is required to attend two Emergency Evacuation training sessions per year.
- 31. The hirer is responsible for ensuring that the capacity of the premises and any equipment associated with it is not exceeded.

SECURITY

- 32. The hirer must observe the secure closing of the premises; windows and doors must be secured, all lights, fans, air conditioners, heaters etc and accessories must be turned off and any alarm must be "armed" if instructed by Avalon Beach SLSC. Failure to "arm" the alarm system will incur a call out fee of \$200.

FOOD & ALCOHOL

33. The hirer is permitted to serve and/or supply food and/or alcohol during any function but only in strict compliance with the hirer's relevant licence conditions.
34. The hirer must not hold an on-premises liquor licence permitting the service of alcohol by it in the premises, but may serve alcohol in the premises as a catering service.

SIGNS & DECORATIONS

35. The hirer is not permitted to use any adhesive materials to secure signs, posters or decoration on any internal or external wall or floor surfaces. Nails, screws or any other fastenings must not be driven into or attached in any way to the walls, floors, timberwork, furniture or fittings. The hirer is not permitted to supply or permit the use of not supply or permit the use of any coloured hairspray, glitter, paint, rice or confetti, party poppers, crepe and paper streamers. The hirer is liable to Avalon Beach SLSC for full restoration and repair costs in connection with any damage resulting from this action.
36. The hirer must not erect any signs on or outside the premises without Avalon Beach SLSC's prior written approval.
37. Decorations are not to be placed on any fans, heaters or electrical fittings.

DAMAGE TO PREMISES

38. The hirer is responsible for the cost of making good any damage caused to the premises, furniture or fittings during the course of the hirer's use or occupation of the premises, including scratches on floors caused by items being dragged across floor surfaces. Table and chair trolleys are to be used where available.
39. The hirer must report immediately to Avalon Beach SLSC any damaged or dangerous electrical fittings and ensure that steps are taken to prevent use of the same until repaired.

FURNITURE & EQUIPMENT

40. The setting up of tables, chairs and other equipment is the responsibility of the hirer.
41. Furniture and fittings must not be removed from the premises.
42. The hirer shall not store any of the hirer's furniture or equipment upon the premises.
43. All portable electrical equipment or leads that are brought into or used in the premises shall comply with the Work Health and Safety Act 2011 No. 10 and the Regulation as per the attached link http://www.austlii.edu.au/au/legis/nsw/consol_reg/whasr2011309.
44. The hirer is responsible for any equipment and/or goods used and left upon the premises.

KITCHEN

45. The hirer must not make use of the kitchen adjoining the Club Lounge without the prior written consent of Avalon Beach SLSC.

CLEANING

46. The hirer must at the conclusion of the booking:
- 46.1 leave the premises in a neat and tidy condition free of dirt, grit, water, obstacles, etc to ensure the safety and convenience of future users of the premises;
 - 46.2 sweep the floor;
 - 46.3 remove all garbage and refuse from the premises and dispose of such garbage and refuse off-site or in the hirer's receptacles;
 - 46.4 not dispose of any such garbage or refuse in the Avalon Beach SLSC's receptacles; and
 - 46.5 wipe clean and pack away Avalon Beach SLSC's furniture and equipment.

NO SMOKING / BBQ / NAKED FLAMES

47. The hirer must not or permit upon the premises any smoking, candles (save for candles in protective covers), naked flames, BBQs, or sparklers.

INSURANCE

48. The hirer must effect and maintain public liability insurance (however described) covering the hirer's legal liability for:
- 48.1 damage to any real or personal property;
 - 48.2 injury to, or death of, any person;
 - 48.3 arising out of the use or occupation of the premises by the hirer or the performance of its obligations under these Terms and Conditions; and
 - 48.4 with a limit of indemnity in relation to legal liabilities relating to the use or occupation of the premises by the hirer or the performance of its obligations under these Terms and Conditions of not less than \$20,000,000 for each occurrence.
49. In relation to the insurance policy referred to in paragraph 48, the hirer must:
- 49.1 maintain that insurance policy for the duration of the hirer's, or any other person's, use or occupation of the premises in connection with the hirer's booking;
 - 49.2 effect and maintain that insurance policy with an insurer which is, or with insurers which are, rated by Standard & Poor's or AM Best as "A-" or higher, and which is or are:
 - 49.2.1 authorised to carry on insurance business in Australia by the Australian Prudential Regulation Authority; or
 - 49.2.2 approved in writing by Avalon Beach SLSC.
50. The hirer must effect and maintain workers' compensation insurance if required by (and, if so, in accordance with) all relevant laws.

51. In relation to the insurance policies referred to in paragraphs 48 and 50, the hirer must (if, and to the extent, it is required to affect either or both of those insurance policies) whenever requested by Avalon Beach SLSC, give Avalon Beach SLSC, in respect of each of those insurance policies:

- 51.1 the policy wording;
- 51.2 the schedule and any endorsement slips;
- 51.3 renewal certificates or certificates of currency issued by the insurer; and
- 51.4 other information reasonably required by Avalon Beach SLSC,

unless to do so would constitute a breach of the insurance policy and entitle the insurer to cancel or void the contract or reduce its liability for a claim to which the insurance policy otherwise responds.

52. In relation to the insurance policies referred to in paragraphs 48 and 50, the hirer must (if, and to the extent, it is required to affect either or both of those insurance policies):

- 52.1 not do or omit to do anything which might vitiate, impair or derogate from the cover under either or both of those insurance policies or which might prejudice any claim under either or both of those insurance policies;
- 52.2 promptly pay any deductible or excess payable or retained in connection with any claim made in respect of any liability or risk covered by either or both of those insurance policies; and
- 52.3 immediately notify Avalon Beach SLSC of any occurrence that may give rise to a claim under either or both of those insurance policies and thereafter keep Avalon Beach SLSC informed of developments concerning the claim.

53. The hirer must have the insurance policy referred to in paragraph 48:

- 53.1 extend to name as an interested party and cover the legal liabilities of Avalon Beach SLSC which fall within the scope of cover; and
- 53.2 contain clauses or stipulations:
 - 53.2.1 in which the insurer agrees to waive all rights of subrogation or action that it may have or acquire against all or any of the persons entitled to coverage under that insurance policy;
 - 53.2.2 for the purposes of which the insurer accepts the term "insured" as applying to each of the persons entitled to coverage under that insurance policy as if a separate policy of insurance had been issued to each of them (subject always to the overall sum insured not being increased as a result);
 - 53.2.3 to the effect that any non-disclosure by an insured does not prejudice the rights under that insurance policy of the other person or other persons entitled to coverage under that insurance policy; and
 - 53.2.4 to the effect that a liability is not excluded from coverage by reason only that it is owed to a person entitled to coverage under the policy.

CRITERIA	
	1-5 rating
1.1 The Vision	15%
The extent to which the proposal meets PC's vision for the site activation through community engagement for both locals and visitors through a multifaceted Food and Beverage offer.	
1.2 Venue Constraints	
The EOI reflects an understanding and sympathy with the local residents	
The EOI demonstrates an understanding of the shared usage of the Club Room/ Function Venue	
Subtotal	13.5
2 Food and Beverage Opportunities.	
The extent to which the EOI addresses the multifaceted components of the site - The Kiosk, The Restaurant, The Function Venue.	10%
The Kiosk	
The Kiosk Menu offer is casual with a range of Eat in and Take Out options	
The Kiosk Menu price points are competitive	
Opening hours are seasonally driven, opening across all day parts and some evenings	
Explores opportunities for innovative service/ ordering technology	
The Restaurant	
The Restaurant Menu is casual yet world class and contemporary	
The Restaurant menu is competitively priced	
The restaurant menu features seasonal Australian produce in a format appropriate to the location	
The Restaurant offers extended trading hours over peak periods	
The Function Venue	
The Function element of the package is not the only commercial driving force of the EOI	
The Function offer shows an awareness for the surrounding amenity	
Subtotal	
3 Key Terms and Conditions	35%
The Concept is innovative and complements the site	
The Business Model is acceptable and realistic	
The Financial Offer is acceptable (incl lease terms & base rent and capital investment)	
Subtotal	
3.7 Environmental Sustainability	5%
A sustainability Program	
Environmental awareness through packaging and design	
Subtotal	
3.8 Demonstrates a spirit of collaboration with Pittwater Council and Avalon Surf Club	5%
Innovative ideas for the Food and Beverage at the site that will encourage greater visitation to Avalon Surf Club	
Subtotal	
4.1 Tender Time Line	5%
The Proponent has shown an understanding of the program timeline	
Subtotal	
Over View of Main Criteria	20%
Exhibits a realistic and sustainable concept that will drive to the most revenue which benefits the primary stakeholders	
Evidence of the proponents previous experience and track record including experience in operating diverse business models	
The degree to which the proponent complies with the requirements and conditions of the EOI	
The assessment of the tenders awareness of PC's policies and how they apply to the EOI and the site	
Subtotal	

CRITERIA	
Returnable Schedules Received	5%
10.1 Company Details	
10.2 Concept	
10.3 Business Model	
10.4 Financial Offer	
10.5 Bank Guarantee	
10.6 Experience current and Previous	
10.7 Financial Capacity	
10.8 Confirmation of Insurance cover	
10.9 Confirmation of Contract Terms	
10.10 Acknowledgement	
10.11 Referees	
10.12 Check List	
RFP was submitted by due date	
Subtotal	
TOTAL (max 185)	
WEIGHTED SCORE (max 100%)	

C9.3 Future Cities Program 2014 - Mona Vale Place Plan

Meeting: Connecting Communities Committee

Date: 3 November 2014

STRATEGY: Town & Village

ACTION: Commence preparations for Mona Vale Village Centre Masterplan

PURPOSE OF REPORT

To report back to Council on the outcomes of the Future Cities Program 2014 which to date has included:

- Mayoral Forum 18-20 June 2014
- Study Tour to USA 6-15 September 2014

This report also outlines the proposed path forward for the commencement of Mona Vale Place Planning (former master planning).

1.0 BACKGROUND

In February 2014, Pittwater Council was invited to participate in the Future Cities Program 2014 by the United States Study Centre at the University of Sydney. The Program is focused on city-centre revitalisation whilst also supporting Local Government leaders in building sustainable and liveable communities.

The primary goal of the Future Cities Program is to promote sustainable urban development by supporting elected leaders, together with Local Government and community leaders, with an evidence based approach to strategic urban planning. The Future Cities Program also aims to provide on-going knowledge sharing and capacity building between the Australian and American partners.

The 2014 program led by Professor Edward Blakely, took the nominated delegates from the Council through a three-day intensive strategic workshop in Sydney followed by a study tour in the United States.

2.0 ISSUES

2.1 Benefits and Value for Council

The program gives participating councils evidence-based solutions and strategic tools that can be applied to a target precinct, an issue or a project within the Local Government Area (LGA). The program also exposed Pittwater Council to leading U.S. and Australian urban design and planning experts and facilitates on-going beneficial relationships between Pittwater Council and these experts.

The specific benefits relating to Pittwater are:

- Exposure to international best practice in place making and urban design.
- Access to industry leading experts.
- Independent analysis and advice.
- Sharing knowledge and experience with other Councils

2.2 Outline of Mayoral Forum

The Future Cities Program Mayors' Forum as the cornerstone of the Future Cities Collaborative, was held 18 – 20 June 2014 at the United States Study Centre, University of Sydney. Elected officials, senior council staff, and community representatives from The City of Canada Bay Council, Gosford City Council, Hornsby Shire Council, Marrickville Council, Pittwater Council, and Wollongong City Council, worked with leading Australian and international urban design experts, architects, and strategic planners to examine various scenarios and models that address the key challenges their chosen project areas face.

The Forum itself was the culmination of background research and work conducted by each of the Council delegations in consultation with the Future Cities Team in the lead-up to the event; which meant that the scenarios modelled and data examined during the Forum gave the participants insights, options and solutions needed to move forward to develop and improve their project areas.

2.3 Preparation for Study Tour

In preparation for the study tour, staff commenced a place auditing process. This was carried out through the Reference Groups, the Mona Vale Chamber of Commerce and the Enliven Pittwater Leadership Group who were asked to complete a place audit survey based on the framework provided by Project for Public Spaces. This baseline data provided the delegation with an understanding of experiencing Mona Vale from a human scale. In addition a number of interviews were carried out with local residents and business owners regarding their experience of the town centre and suggestions for improvement.

The delegation identified the key themes to be explored:

- Affordability - retaining 18-35 year olds
- Knowledge and innovation infrastructure
- Connectivity – active transport solutions
- Urban design and the public realm

2.4 Outline of Study Tour

The study tour was Phase Two of the Future Cities Program and followed on from an intensive three-day Mayors' Forum, conducted in June. The second phase of the program assisted each participating council in developing ideas to revitalise local precincts with a focus on economic development, housing affordability, liveability, holistic resiliency, and efficient resource use.

The six participating cities were led by Chair of the Future Cities Collaborative Professor Edward Blakely on tours of innovative sites in the US states of California, Connecticut, New York, and New Jersey.

In San Francisco the Pittwater delegation organised an additional meeting with the Director of Strategic Planning and Policy from the San Francisco Municipal Transportation Agency. The Pittwater delegation was taken through the Agency's active transportation strategies and was provided with a personalised tour through some of the city's innovative street activation projects.

This personal insight provided the delegation with an opportunity to talk one on one with a city policy maker exploring the challenges and opportunities for Pittwater.

In New York City, the group was given access to New York City Department of City Planning, Economic Development Corporation, and Department of Parks and Recreation among others. The Future Cities Program was supported by NSW Trade Commissioner to North America, Mr Laki Kondylas, Australian Consul General in San Francisco, Mr Nigel Warren, and New York City Commissioner for Park and Recreation and Deputy Mayor, Mitchell Silver.

The participants met with over 200 leaders of cities and government agencies during the program, and each US host was paired with an Australian city in order to deepen the bi-lateral relationship between the two countries.

2.5 Patchogue Village

The Pittwater Council delegation was paired with Patchogue Village which is situated on the south shore of Long Island in Suffolk County New York. The population of Patchogue is approximately twelve thousand with a wider catchment of thirty thousand. In the 1990's the Village recognised there to be emerging economic and social issues due to an aging population and large big box retail draining the economy away from smaller high-street retailers. In response to these concerns the Village authorities in partnership with their Business Improvement District organisation, Chamber of Commerce and other not for profits reinvigorated their Village by implementing a number of strategies including; investing in and strengthening of the arts community, programmed community activities to bring families back into the village centre, incentivised retail space on the main-street to attract businesses and developed workforce housing. All of this coincided with the restoration of the Patchogue Theatre for the Performing Arts which is a valued community asset.

Similar to the Enliven Pittwater strategy, Patchogue works in partnership with local business and community organisations to enhance the vibrancy in their village centre. This is being done through place programming initiatives such as 'Alive after Five' events, arts and cultural activities and shop front improvements. The key learnings from the day with the Mayor of Patchogue and city leaders were:

- The success of a local Business Improvement District model particularly the ownership and town enhancement outcomes achieved within the village centre.
- Patchogue community's commitment to remaining adaptive and responsive to change.
- The commitment of Patchogue community to attract and retain young people and that workforce affordable housing options are a necessity to the overall sustainability of a town.
- The important role that night time economies play in attracting and retaining a younger demographic.

2.6 Key Learnings from the overall program and the relevance and application to Pittwater

As stated previously in this report the study tour included meetings with approximately 200 cities leaders across US states of California, Connecticut, New York, and New Jersey. In summary the key learnings and observations and how they link and apply to Pittwater are outlined in the table below:

Key Learning and Observations: Urbanity (urban life)

There is an emerging recognition of the benefits of urbanity. There is a growing appreciation for diverse, mixed urban environments with reduced car dependency, greater pedestrianisation and active transport. A focus on experience creation and people. This includes an understanding of the benefits to society as a whole of the benefits of compact cities in terms of economic efficiency, productivity, lower environmental impact and social justice in terms of access to goods and services for all groups in the community (Rod Simpson, 2014).

A key observation leading to this shift is the generational change in consumer behaviours. In general, older generations are consumers of goods. Younger generations are consumers of experiences. Local authorities need to be experience builders to attract the younger demographic who will be the knowledge workers of the future.

There is a global trend emerging towards smaller household size and a preference to dwell closer to cities and towns.

A recognition that a mix of generations and socio-economic diversity is vital to the depth of social experience.

This needs to be delivered on a targeted and customised basis across the city. Communities need to be involved in this delivery process to ensure the creation, expansion and/or retention of quality neighbourhoods that deliver housing for all, jobs, local retail, open space and cultural activity.

It is recognised that big cities need big projects. Big projects are a necessary part of the diversity and growth of the city but they must fit into the context of the city at a human scale. Great things can be built but there needs to remain a focus on the details, on the street and on the people of the place. A top down approach that only focuses on the number of houses delivered or jobs created without paying attention to the fine grain details can lead to the creation of contrived, bleak and soulless places. Quality at all scales with attention to detail is vital.

Understanding and appreciating the different patterns of living that are possible in different locations across the city is what place making is all about. Each place has its own character, strengths and weakness, and each needs to develop a built form, public domain and open space network that relates to the people of that place and contributes to and encourages more sustainable patterns of living (Rod Simpson, 2014).

Link & Application to Pittwater

Link to Pittwater Community Strategic Plan:

Building Communities Strategy

- To be a community that respects and values cultural diversity
- To increase social cohesion by encouraging and facilitating involvement in community organisations, networks, events and activities.
- To have accessible social infrastructure

Town and Village Strategy

- To ensure Pittwater's villages remain vibrant as social, cultural and economic hubs.
- To create a sense of place and enhance the village experience
- To promote sustainable development in Pittwater's towns and centres
- To make our village centres accessible for all
- To provide people friendly streetscapes

Considerations for Place Planning in Pittwater:

Creating an environment for investment in building knowledge and innovation. Co-located office spaces, work hubs and business incubators. Strengthen links between Mona Vale Hospital and Mona Vale Town Centre. Recognition of Pittwater's high level of home businesses and the potential for small office / home office (SoHo) type residential to support start-up businesses within the centre.

Global trends indicate that younger people (18-35 year olds) are looking for smaller dwellings close to transport, work and vibrant village activity over larger detached dwelling styles. They are looking for areas that are active, diverse and have a night time economy. Urban living for future generations means choosing to live in communities that are diverse, with mixed incomes, mixed use commercial areas, in loft or small style apartments. It is important to note although this style of accommodation would obviously suit young people who are more likely to compromise on factors such as street noise, space, amenity it is not exclusively being taken up by under 35 year olds. Globally the trend for dense living in and around centres is a preferable option as proximity to shops, restaurants and evening activities is appealing to all age groups.

Focus areas for Place Planning for the future of Pittwater:

- Planning for diverse sustainable centres
- Developing workforce / next generation housing models
- Designing outcomes for function of places before form
- Build the experience within the town and village centres

Key Learning and Observations: Partnerships

Throughout the study tour the role of partnerships was explored in relation to local investment, driving local outcomes and taking ownership for town enhancements. This was particularly evident in the city of Patchogue. Identification of key partners in achieving investment in local infrastructure was key to the success of many of the cities and towns' urban renewal and activation projects and overall economic development.

The delegation met with many not for profit organisations ranging from affordable housing organisations through to foundations that raised funds to invest in strategic urban projects to enhance villages, towns and cities.

Smaller more localised not for profits had sophisticated mechanisms to leverage funding from private and government agencies as well as local philanthropists. Not for profit organisations such as Business Improvement Districts, arts organisations and Chambers of Commerce were making significant changes within their localities.

In New York City the delegation met with a number of strategic not for profits and foundations whose role was to work between community and government in raising capital or lobbying for policy change to facilitate local (town and city wide) public benefit outcomes. Meetings with representatives from NYC organisations included:

- Dana Bourland, Vice President of the Environment Program, The JPB Foundation
- Tom Wright, Executive Director of the Regional Plan Association
- Sharon Alpert, Vice President of Programs and Strategic Initiatives, Surdna Foundation
- Darryl Young, Director for Sustainable Cities, Summit Foundation
- Ronda Jackson, Assistant Director of Public Sector Innovation, Living Cities
- Alison Corwin, Program Officer for Sustainable Environments, Surdna Foundation
- NYC Design Trust for Public Space
- Various Business Improvement Districts
- NYC Economic Development Corporation.

Within each of these meetings examples were presented on creating environments for investment and change at both a micro and macro level.

Link & Application to Pittwater

Link to Pittwater Community Strategic Plan:

Recreational Management Strategy

- To improve multi-use recreational facilities and services through on-going public / private partnerships

Building Communities Strategy

- To support community initiatives that respond to community need

Economic Development Strategy

- To support new and existing businesses compatible with Pittwater's values, vision and community aspirations
- To encourage diverse retail and commercial opportunities within town and village centres
- To recognise and promote the importance of key workers

Considerations for Place Planning in Pittwater:

Locally there is a strong presence of local chambers of commerce and business networks linking over 8,500 local businesses with regional businesses whilst building capacity across the sector. In addition, as explored throughout Pittwater's Social Plan – Emerging Issues Paper – Arts (adopted September 2013) there is a rich arts and cultural community fostering and promoting the importance of the arts for sustainable communities.

Analysis of the qualifications of the workforce in the Pittwater Council area in 2011 compared to NSW shows that there is a higher proportion holding formal qualifications (Bachelor or higher degree; Advanced Diploma or Diploma; or Vocational qualifications), and a lower proportion with no formal qualifications. Overall, 63.9% of the workforce held educational qualifications, and 34.1% had no qualifications, compared with 61.2% and 34.6% respectively for New South Wales. However, access to tertiary education for Pittwater residents is currently limited with young people frequently choosing to travel out of the region to live closer to university to gain tertiary education. Allied to greater availability of tertiary education is the economic stimulus for local business and government.

Focus areas for Place Planning for the future of Pittwater:

- Continue to strengthen local business organisations and networks such as the Chambers of Commerce and Pittwater Business Ltd
- Establish partnerships and funding platforms through vehicles such as Enliven Pittwater, Philanthropic trusts and investigate foundation models.
- Partnerships with universities for local access

Key Learning and Observations: Housing Design and Diversity

Sydney is recognised as having some of the world's most expensive residential real estate, ranking at or near the top of numerous global affordability indexes. The U.S. cities visited on the study tour were generally also all dealing with this problem.

At this point it is important to differentiate between the term 'housing affordability' and 'affordable housing'. Housing affordability is generally accepted to refer to the relationship between housing costs and a household's total income i.e. the challenge of purchasing a home in the housing market.

Whereas 'affordable housing' refers to housing that is priced below the market for people who cannot afford market housing i.e. government assisted but privately provided housing that needs a target group e.g. key workers (nurses, teachers, police etc.).

US cities have identified this issue and have identified the vital importance of providing affordable housing and have numerous levers available to them to respond e.g. tax incentives for big business, affordable housing targets, inclusionary zoning.

Most Council's in NSW do not have the same abilities and consequently, very little is being done to meaningfully respond to this problem. The social and economic impact of lack of affordable options will continue to worsen if meaningful measures are not taken in the near future.

Key workers are vital for the function and operation of the city. If key workers can't afford to live in the communities where they work then this has associated impacts on service availability, economic productivity and cost. There are also negative impacts associated with those required to undertake significant commutes to and from work including congestion, lost productivity, social impacts on families and relationships and associated negative health issues.

The current generation of first homebuyers are becoming priced out of the local housing market. The younger generations who have grown up in the area cannot afford to live here, leading to social dislocation away from family, friends and their entire social network. In Pittwater there is a significant net migration out of the Local Government Area for 18-34 year olds. These people have been shown to migrate to areas of more affordable housing and areas with strong job opportunities and rental market (<http://profile.id.com.au/pittwater/home>).

There were a number of international examples where solutions to housing affordability are being applied successfully e.g. NYC, San Francisco.

Link & Application to Pittwater

Link to Pittwater Community Strategic Plan:

Building Communities Strategy

- To be a community that respects and values cultural diversity
- To have accessible social infrastructure

Town and Village Strategy

- To ensure Pittwater's villages remain vibrant as social, cultural and economic hubs.

Economic Development Strategy

- To recognise and promote the importance of key workers

Considerations for Pittwater:

Due to high land value Pittwater continues to be an expensive place to reside particular for younger people, young families and older people looking to downsize. Across Pittwater rental options and vacancy rates are lower than other parts of the SHOROC region, this results in limited housing options for previously identified demographic groups.

Across Pittwater there is significant net migration 18-35 year olds away from the area, this could be attributed to employment and tertiary opportunities as well as affordability. By 2031 it is estimated that the SHOROC region is projected to generate an additional 8,387 jobs within the 'key worker' categories. Much of this projected growth could be attributed to the investment into magnet infrastructure such as the new Frenchs Forest Hospital, upgrade to Mona Vale hospital, both impacting on containment and the future role of the town centre.

Focus areas for Place Planning for the future of Pittwater:

- Identify potential areas for innovative workforce / next gen housing outcomes.
- Partner with Affordable Housing organisations
- Investigate strategies to secure the delivery of affordable housing in and near centres.

Key Learning and Observations: Urban design and the creative use of the public realm

Many examples shown throughout the program demonstrated the primacy of the street as the glue of neighbourhood life and show an understanding that town and city blocks are the basic units of life. The importance of designing for 'quality' neighbourhoods using the principles of: housing for all, jobs, local retail, open space. Good urban design comes from quality at all scales with attention to detail. Judge design and success from the pedestrian perspective – the human scale. Guarding the quality of our urban environments whilst building excitement and pleasure of everyday living.

Link & Application to Pittwater

Link to Pittwater Community Strategic Plan:

Recreational Management Strategy

- To provide a diverse range of accessible recreational opportunities and associated facilities to cater for a broad range of ages, abilities and interests

- To realise and enhance the recreational potential of civic and open spaces

Land Use and Development Strategy

- To deliver a comprehensive suite of development controls that improves the liveability of the area.

Town and Village Strategy

- To make our village centres safe
- To improve streetscape and recreational qualities of the centres

Considerations for Place Planning in Pittwater:

It is recognised that a significant catalyst to achieve vibrancy is creating a framework in which the public realm and the built form enables people to inhabit and freely utilise the spaces and paces within the centres. It is the life that occurs in between the buildings and on the streets that contributes to the character of the place. Through the Enliven Pittwater strategy Council and the Enliven Pittwater leaders have commenced a dialogue on the merits of active spaces and creative place making which provides a platform for change which can be strengthened to progress the vision of vibrant villages.

Focus areas for Place Planning for the future of Pittwater:

- Trialing tactical urban projects and place programming
- Testing pedestrianising projects such as Mona Vale Long Lunch in Bungan Lane.
- Develop street style guides that graphically show encouraged street activation
- Build the desirability of the place
- Plan for walkable town and village centres
- Delivering places where people feel safe (lighting, activations, design)

Key Learning and Observations: Active Transport Solutions

Key to the success in achieving active transport solutions is a decision on city and town mobility. Policy frameworks were established not to eliminate cars but to prioritise other forms of transport. Many towns and cities demonstrated capacity to leverage off the current social trends and cultural shifts seeing people wanting to live in a community where all their needs are met close by. Land use and infrastructure planning was addressing the importance of active living and the needs of the pedestrian. In both San Francisco and New York city leaders have been aggressive in their policies to shift car dominance and safety. Both cities have recently launched 'Vision Zero' strategies (seeking zero pedestrian deaths) and action plans with the overall mission to address dangerous streets and intersections, education campaigns for road users, decreasing speed limits and significant investment into pedestrian and bicycle infrastructure.

Link & Application to Pittwater

Link to Pittwater Community Strategic Plan:

Traffic and Transport Strategy

- To promote innovative and flexible transport systems that provides alternative transport options.
- To create active transport connectivity network (including roads, pathways, cycle ways)

Town & Village Strategy

- To enhance access to our village centres through improved public transport, parking, cycling and walking opportunities.

Considerations for Place Planning in Pittwater:

The provision of adequate transport options for the community requires a number of approaches, catering to different community needs and often requiring innovation and trialling new models. Transport options are key considerations when it comes to where and how people work. This is particularly so for Pittwater residents and workers, due to the area's geographic isolation, limited coverage by public transport and congestion of the road network, making moving around difficult locally and especially to or from areas outside the Northern Beaches.

Integrated active transport planning is essential for sustainable towns and villages of the future. Reducing car dependency will occur with efficient public transport options and high levels of connectivity to key destinations such as work, transport interchanges and shopping areas.

Focus areas for Place Planning for the future of Pittwater:

- Car share schemes
- Introduce bicycle parking throughout centres
- Local business customer active transport incentive programs
- Residents and workers share their own car
- Plan for end-of-trip facilities at public transport interchanges and activity centres
- Create a more welcoming environment for pedestrians and cyclists
- Greater use of town centre by commuters
- Leverage off BRT

2.7 Mona Vale – A strategic opportunity

Mona Vale is the highest order centre within Pittwater LGA and plays a vital role in shaping the future of the LGA in relation to sustainable growth, a focal point for development, contributing to employment targets, job containment as well and strategic importance in relation to housing targets (Pittwater Land Use Planning Strategy 2011).

Mona Vale is of strategic importance in relation to the recent commitment made by the NSW State Government's commitment to a Bus Rapid Transit System from Mona Vale to Sydney CBD, the proposed Mona Vale Road upgrade as well as the Mona Vale Hospital redevelopment. It is vital that the planning for the future of Mona Vale is within this context, and that the goals and priorities established through the place planning process ensure Mona Vale is positioned as the northern end of the peninsula's vibrant urban town centre.

2.7.1 Commencement of Pittwater Place Plan – Mona Vale

The purpose of a place-based planning approach is to ensure people are at the centre of all planning and design solutions for Pittwater's places. In essence it is **designing places for people**.

Establishing a clear vision, aspirations and strategic direction for Mona Vale is essential as is allowing for and responding to change. The proposed place planning process will provide a robust framework that allows life to take place within and around the centre. The place planning for Mona Vale will achieve the same key elements to a master plan as set out in the report to Council on the 3 June 2013. The difference will be in flexibility of the approach, the focus on the outcome not the process and the emphasis on people's connection to place. It is essentially a move away from a prescriptive and 'set in stone' document to a more iterative evolution of what a town and villages becomes. The place plan will include all of the elements of a master plan including Development Control Plan (DCP) to set the standards, controls and regulations that apply when carrying out development or building work within Pittwater.

A focused place based approach to the design and planning for Mona Vale to bring about incremental change is in line with the current and future needs of Pittwater's town centre. A place based approach using vehicles such as 'Enliven Pittwater' will enhance Mona Vale's profile and importance to the LGA by:

- Attracting the right uses to the right places
- Creating greater connectivity between origin and destinations in and around the centre.
- Developing built form design principles for future development within Mona Vale.
- Focusing on greater pedestrian movement and alternate transport opportunities.
- Recognition of the importance of streets as community spaces and destinations.
- Opening up public spaces and activation – place programming to enhance the experience whilst in the centre – encouraging people to stay.
- Building Mona Vale's profile as a destination.
- Supporting tactical urban design projects

Proposed key themes for a Mona Vale Place Plan are as follows;

- The vision and aspiration for Mona Vale
- People and destinations
- Urban Fabric
- Retail & Economics
- Access & Linkages
- Place-making and the public realm
- Street Life & Evening Economy
- Marketing – (investment - creating a strong brand for Mona Vale)
- Quick Wins (immediate and short term actions)

The above key themes enable a framework for analysis and engagement. Each topic and theme will be explored and presented within the place plan with priority initiatives and staging.

2.8 Community Engagement Principles for the Project

The community engagement strategy being developed for this project will be designed to ensure all identified stakeholders (internal and external) have the opportunity to provide input into the process.

The key objectives of engagement are:-

- Develop a shared clear strategic vision for Mona Vale
- Explore of the residential and commercial role and function of the town centre within the context of the whole of Pittwater now and into the future
- Establish priority areas within each theme
- Undertake design solution focused engagement methods which encourage the community to participate in formulation of propositions for different goals.
- Unpack the diverse and often competing views of stakeholders in planning for a town centre
- Identify quick win interventions

2.8.1 Key principles of engagement

- Creating an environment of investment and buy-in
- Engaging with a broad demographic
- Using creative, participatory methods
- Valuing the importance of the connection of people and the public realm

- That the engagement methods will take into account of the diverse uses and functions of the town centre.
- Valuing the street as a stage for community life
- Stakeholder input will continually inform project outcomes (i.e iterative nature of feedback)

2.8.2 Proposed community engagement

- Proposed Panel Seminar with Future Cities Participants and Workshop on Mona Vale Vision – end Nov
- Establishment of a webpage to inform stages of project as well as capture and present stakeholder involvement.
- Community Visioning Engagement – Week 1& 2 of December
- Continued Visioning Engagement – Early Feb.
- Design solution workshops Feb – April

3.0 SUSTAINABILITY ASSESSMENT

3.1 Supporting & Connecting our Community (Social)

An outcome of participating in this Program will assist the Council to best plan and develop a vision for town centres and villages that aim to enhance the community's connection to place. Key learnings that will inform future planning include: addressing housing intensity rather than density, the appreciation of different patterns of living from suburban to more urban environments, strengthening the experience within the centres to capture the younger demographic and designing villages and centres for people first.

3.2 Valuing & Caring for our Natural Environment (Environmental)

The Program promotes and facilitates urban design and place making outcomes in cities and town centres. This included developing precincts that are more sustainable in terms of water, energy, waste and transportation. The program explored issues such as sustainable design and development, the promotion and integration and active transport solutions all of which will inform the future place planning for Pittwater.

3.3 Enhancing our Working & Learning (Economic)

Mona Vale is the main employment centre for Pittwater. This Program has offered exposure to best practice examples of creating vibrant communities that foster learning and offer employment options. The Program explored challenges such as commercial vacancy, retail diversity and containment, the delivery of relevant economic development strategies, the importance of retaining key workers and creating environments where there is investment in knowledge and innovation infrastructure.

3.4 Leading an Effective & Collaborative Council (Governance)

The Program has offered a unique opportunity to collaborate with leaders in urban design, place-making, planning and architecture. It demonstrates Pittwater Council's willingness to collaborate and develop innovative, quality outcomes for the Pittwater community in our town and village centre.

3.5 Integrating our Built Environment (Infrastructure)

This program provided an opportunity to explore and develop innovative ways of developing a framework for both the built form and the public realms across Pittwater enabling people to inhabit and freely utilise the spaces and places within the centres. The program explored key issues relevant to Pittwater which included: the importance of urban life and experience generation, to plan for people first, to embrace mixed use places and spaces the importance of design codes that facilitate investment into quality outcomes at all scales.

4.0 EXECUTIVE SUMMARY

In February 2014, Pittwater Council was invited to participate in the Future Cities Program 2014 by the United States Study Centre at the University of Sydney. The program is focused on city-centre revitalisation whilst also supporting Local Government leaders in building sustainable and liveable communities.

The six participating cities were led by Chair of the Future Cities Collaborative Professor Edward Blakely to innovative sites in the US states of California, Connecticut, New York, and New Jersey meeting with over 200 city leaders. The program also exposed Pittwater Council to leading U.S. and Australian urban design and planning experts to facilitate on-going beneficial relationships for knowledge and information sharing and collaboration.

The program gave participating councils evidence-based solutions and strategic tools that can be applied to a target precinct, an issue or a project, for Pittwater the project area was Mona Vale however learnings can be applied to the whole LGA.

Key learnings from the program were; the importance of urbanity (urban life), housing design and diversity, the role of partnerships, urban design and the public realm and active transport solutions. These learnings have been explored through the key directions within Pittwater's Community Strategic Plan 2025, with local application issues identified for the future place planning (formally master planning) for Pittwater commencing with Mona Vale town centre.

Mona Vale is the highest order centre within Pittwater LGA and plays a vital role in shaping the future of the LGA in relation to sustainable growth, a focal point for development, contributing to employment targets, job containment as well and strategic importance in relation to housing targets (Pittwater Land Use Planning Strategy 2011). A focused place based approach to the design and planning for Mona Vale will commence within community engagement from November 2014. The aim of the place plan will be to bring about incremental change in line with the current and future needs of Pittwater's town centre.

RECOMMENDATION

1. The Council notes the report on the recent activities undertaken as part of the Future Cities Program 2014.
2. That Council note the commencement of the Place Plan process (formally master plan) for Mona Vale town centre.

Melinda Hewitt
MANAGER, PLACE MANAGEMENT

Andrew Pigott
MANAGER, PLANNING & ASSESSMENT

C9.4	Department of Infrastructure & Transport - Roads to Recovery Grant
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Meeting: Connecting Communities Committee

Date: 3 November 2014

STRATEGY: Traffic and Transport
Asset Management
Risk Management

ACTION: Council to consider the impact of the Road to Recovery Grant Program

PURPOSE OF REPORT

To advise on the impacts from previous road grant funding.

1.0 BACKGROUND

- 1.1 The Department of Infrastructure, Transport, Regional Development and Local Government has provided 100% grant funding of \$1,038,381 for 2000/2005, \$1,004,074 for 2005/2009 and \$1,400,477 for 2009/2014 to assist Councils to address their road infrastructure maintenance construction backlog.
- 1.2 The current 2014/2019 program funding allocation of \$1,722,732 was advised by the Minister in October 2014 and will provide for the continuation of the Roads to Recovery Program.
- 1.3 This program allows Councils to decide what projects (guidelines for complying projects are provided) can be funded under the program. Suitably qualified contractors are engaged to undertake all roadworks in accordance with Council's purchasing procedures.

2.0 ISSUES

2.1 Project Selection

Council has chosen to allocate the funding to rehabilitating its road pavements. The road rehabilitation program is based on asset management priorities derived from the SMEC Pavement Management System (computer based analysis system).

The SMEC Pavement Management system is based on condition assessments being undertaken for all roads throughout Pittwater. The system report ranked the roads in terms of PCI (Pavement Condition Index) where ratings ranged from 1 (failed pavement) to 10 (pristine condition). The lower PCI's together with location and service corridor needs determine the priorities of road funding.

2.2 Program of Road Rehabilitation Works for 2009/2014 Program

The previous five year schedule of works for road rehabilitation consisted of the following local roads:

Lumeah Avenue Elanora	Parkland Road Mona Vale
Garden Street Warriewood	King Road Ingleside
Kananook Avenue Bayview	Bungendore Street Ingleside
Mitala Street Newport	Alexandra Crescent Bayview
The Serpentine Bilgola	Ocean Place Palm Beach
King Street Newport	Belinda Place Newport
Park Street Mona Vale	Beaconia Close Mona Vale
Waratah Street Mona Vale	Darley Street Mona Vale
Old Barrenjoey Road Avalon	Lane Cove Road Ingleside
Samuel Street Mona Vale	Cicada Glen Road Ingleside

2.3 Program of Road Rehabilitation Works for 2014/2015

The current schedule of works consists of the following roads:

Garden Street, North Narrabeen
The Crescent, North Narrabeen
Minkara Road, Ingleside
Old Barrenjoey Road, Avalon

- 2.4 The Program of Future Road Rehabilitation Works for 2015-2019 will be ascertained from the Pavement Management System and incorporated into the relevant Delivery Plan.

3.0 SUSTAINABILITY ASSESSMENT

3.1 Supporting & Connecting our Community (Social)

Maintenance of road pavements satisfies the community's demand for traffic roads to be in an acceptable condition.

3.2 Valuing & Caring for our Natural Environment (Environmental)

All waste materials produced by the rehabilitation process are reused on other Council projects in lieu of using new materials.

3.3 Enhancing our Working & Learning (Economic)

Failure to maintain road infrastructure will lead to increased future costs to Council and loss of community connectivity.

3.4 Leading an Effective & Collaborative Council (Governance)

The program will be administered by the Dept. Infrastructure and Transport and completion of quarterly and annual reports are a condition of accepting the funding.

3.5 Integrating our Built Environment (Infrastructure)

The Road to Recovery Program is designed to maintain and improve infrastructure standards and ensure that the facilities are sustainable in the longer term.

4.0 EXECUTIVE SUMMARY

- 4.1 The Department of Infrastructure, Transport, Regional Development and Local Government has allocated funding totalling \$3,442,932 from 2000 to 2014 to help address the problem of a degrading local road network across Pittwater LGA under the Roads to Recovery Program.
- 4.2 The current Program allocation of \$1,722,732 for 2014/2019 is a continued commitment to maintain Road to Recovery funding.

RECOMMENDATION

That this report be noted.

Report prepared by

Mark Shaw
MANAGER, URBAN INFRASTRUCTURE