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## **6.0 SUSTAINABILITY ASSESSMENT**

### **6.1 GOVERNANCE & RISK**

#### **6.1.1 Community Engagement**

- The new consolidated lease agreement will be placed on public exhibition for a period of 28 days providing the community with an opportunity for review and comment.
- The Club have been kept up to date regarding the preparation of relevant documentation.
- It has been expressed to Council that the ABBRC views are representative of their members and their local community.

#### **6.1.2 Risk Management**

- The proposed new consolidated lease agreement will provide a level of certainty to the Club and will assist in maintaining its membership level and ability to carry out capital improvements to the Clubhouse.
- Council's Solicitor has been engaged to draft relevant documentation.
- ABBRC have also engaged a Solicitor for their representation.

### **6.2 ENVIRONMENT**

#### **6.2.1 Environmental Impact**

There will be no impact on the natural environment arising from the new consolidated lease agreement.

#### **6.2.2 Mitigation Measures**

No mitigation measures necessary.

### **6.3 SOCIAL**

#### **6.3.1 Address Community Need & Aspirations**

- The purchase of this green ensures the community gain an asset in the centre of Avalon and provides ABBRC with a strategy to ensure the long term viability and recreational benefit to the community.
- A single lease agreement will ensure one document will encompass the current arrangements with the inclusion of Green No.3 and secure the Clubs tenure.

#### **6.3.2 Strengthening local community**

- The new consolidated lease supports ABBRC to be an integral part of the local community and enhance the feeling of connectedness.

### **6.4 ECONOMIC**

#### **6.4.1 Economic Development**

- The agreement to purchase Green No.3 from ABBRC supports the on-going operation and longevity of the Club.

Report prepared by  
Bridget Bolewski- Senior Property Officer

Simonne Johnston  
**ACTING MANAGER, COMMERCIAL PROPERTY & PROJECTS**

## **Action Item**

**SUBJECT: Avalon Beach Bowling & Recreation Club, Bowling Green Lane, Avalon - Purchase of Green 3 by Council**

**Meeting:** Sustainable Towns and Villages Committee

**Date:** 20 April 2015

### **COMMITTEE RECOMMENDATION**

1. That Council purchase Green No.3 (Lot 2 DP 517185) Bowling Green Lane, Avalon in line with Avalon Beach Bowling & Recreation Club's proposal comprising a total package of \$765,000 broken down as follows:
  - a) Rental for the remaining 10 years of the lease agreement for both the Club House and the middle bowling green (Green No.2) to be waived- equivalent to a total savings to the Club of \$165,000 (inc GST).
  - b) \$500,000 for the purchase of Green No.3 to be paid over 10 years in \$50,000 annual payments.
  - c) \$100,000 allocated to Club House repairs and upgrades in the 2015/2016 financial year.

Terms and conditions as follows:

- Pittwater Council agree to lease Green No.3 to Avalon Bowling Club on the same terms as the existing leases referred to above- i.e. waived for 10 years.
  - Avalon Bowling Club relinquishes all rights to the Eastern Green (Green No.1) to Pittwater Council. However the Club retains the rights to use this Green until Council requires it for alternative uses.
  - Pittwater Council retains the responsibility for any future repairs or replacement of the asbestos roof, barges, guttering and down pipes.
  - Pittwater Councils retains responsibility for the provision of future disabled access to the building should State or Local Government regulate access.
  - Pittwater Council retains responsibility for any other Government regulations that may be enacted that require structural changes to the building.
  - Approval from the Club's solicitor of satisfactory legal documentation.
  - Any agreement between Council and the Board ratified by Club Members.
2. That this purchase be included in the 2015/2019 Delivery Program and Budget.
  3. That the General Manager be authorised to complete the purchase transaction and execute relevant documentation under the common seal of Council.
  4. That upon acquisition by Council, the subject land be classified as Community Land, the 2,390m2 be added to Council's Open Space Strategy and Inventory, and be incorporated into the Dunbar Park Plan of Management.
  5. That the terms and conditions be administered in accordance with Recommendation 1 above.

(Cr Grace / Cr Townsend)

[Redacted]

Approximate Proposed Consolidated Lease Area



[Redacted]

Green No.3

**ATTACHMENT 3**

Form: 07L  
Licence: 05-11-667  
Licensee: Softdocs  
Matthews Folbigg Pty Limited

**LEASE**  
New South Wales  
Real Property Act 1900

Leave this space clear. Affix additional  
pages to the left-hand corner.

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

**STAMP DUTY**

Office of State Revenue use only

**(A) TORRENS TITLE**

Property leased: if appropriate, specify the part or premises

Part of Lot 7 in Deposited Plan #### being the Clubhouse, Western and Middle Green forming part of the Avalon Beach Bowling Club premises situated at 7 Bowling Green Lane, Avalon Beach NSW 2107

**(B) LODGED BY**

Document  
Collection  
Box

307V

Name, Address or DX, Telephone and Customer Account Number if any

Acc. No. 123198L Matthews Folbigg Pty Limited  
DX 8233 PARRAMATTA  
Tel: 9635 7966

Reference (optional): DTS:152009

CODE

L

**(C) LESSOR**

PITTWATER COUNCIL (ABN 61 340 837 871)

The lessor leases to the lessee the property referred to above.

**(D)**

Encumbrances (if applicable):

**(E) LESSEE**

AVALON BEACH BOWLING & RECREATION CLUB LTD (ACN 000 244 146)

**(F)**

TENANCY:

**(G) 1. TERM**

**2. COMMENCING DATE**

**3. TERMINATING DATE** 10 August 2024

4. With an **OPTION TO RENEW** for a period of N.A.  
set out in clause N.A. of N.A.

5. With an **OPTION TO PURCHASE** set out in clause N.A. of N.A.

6. Together with and reserving the **RIGHTS** set out in clause N.A. of N.A.

7. Incorporates the provisions or additional material set out in **ANNEXURE(S)** "A" hereto.

8. Incorporates the provisions set out in N.A.  
No. N.A.

9. The **RENT** is set out in clause 2 of Annexure "A"

DATE .....

(H) The seal of PITTWATER COUNCIL (ABN 61 340 837 871) was hereunto affixed in the presence of authorised officers of the Council who certify this dealing to be correct for the purposes of the Real Property Act 1900.

Council's seal:

Signature of authorised officer:

Signature of authorised officer:

Name of authorised officer:

Name of authorised officer:

Position of authorised officer:

Position of authorised officer:

*Note: where applicable, the lessor must complete the statutory declaration below*

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.  
Company: AVALON BEACH BOWLING & RECREATION CLUB LTD (ACN 000 244 146)  
Authority: Section 127(1) of the Corporations Act 2001

Signature of authorised person:

Signature of authorised person:

Name of authorised person:

Name of authorised person:

Office held:

Office held:

**(I) STATUTORY DECLARATION #**

I, .....

solemnly and sincerely declare that -

1. The time for the exercise of option to renew/purchase in expired lease No. .... has ended; and
2. The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900 and I certify this lease correct for the purposes of the Real Property Act 1900.

Made and subscribed at ..... in the State of New South Wales on .....

in the presence of ..... of .....

☐ Justice of the Peace (J.P. Number ..... ) ☐ Practising Solicitor

☐ Other qualified witness [specify] .....

\*\* who certifies the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person has a special justification for not removing the covering; and
2. I have known the person for at least 12 months OR I have confirmed the person's identity using an identification document and the document I relied on was ..... [Omit ID No.]

Signature of witness: ..... Signature of applicant: .....

# As the services of a qualified witness cannot be provided at lodgment, the statutory declaration should be signed and witnessed prior to lodgment. \*\* If made outside NSW, cross out witness certification. If made in NSW, cross out the text which does not apply.

\* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

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Number additional pages sequentially



This is the Annexure "A" referred to in the Lease between PITTWATER COUNCIL (ABN 61 340 837 871) ("Lessor") and AVALON BEACH BOWLING & RECREATION CLUB LTD (ACN 000 244 146) ("Lessee")

Dated the            day of

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1. **DEFINITIONS AND INTERPRETATIONS**

1.1. In this Agreement unless the contrary intention appears:

**"Accounting Period"** means either the calendar or financial year on which basis the Lessor's accounts are kept.

**"Associate"** has the meaning given to that term in the Corporations Law.

**"Building"** means the building known as the Avalon Beach Bowling and Recreation Clubhouse measuring an area of approximately 218.5m<sup>2</sup> which forms part of the Premises and any other building and/or structures owned or controlled by the Lessor in connection with the Building existing now or which may be erected after the Commencing Date.

**"Common Areas"** means those parts of the Building which are allocated by the Lessor for use by the Lessee, or its employees customers and the public including but not limited to roads, car parks, ramps, stair ways, walk ways, path ways, corridors, entrance ways, exits, courts, foyers, toilets, wash rooms, recreational areas and storage areas.

**"Environment"** includes all aspects of the surroundings of human beings including:

- (a) the physical factors of those surroundings, such as the land, the water and the atmosphere;
- (b) the biological factors of those surroundings, such as the animals, plants and other forms of life; and
- (c) the aesthetic factors of those surroundings, such as their appearance, sounds, smells, tastes and textures.

**"Environmental Law"** means any law, State or Federal, which in any way regulates the use of or dealing with land and/or relates to the protection of the environment, persons and/or property from pollution caused by such use or dealing or otherwise.

**"GST"** has the meaning given to it in A New Tax System (Goods and Services Tax) Act 1999 (C'Vealth).

**"Item"** refers to the item in the Reference Schedule being the item number identified in the relevant clause.

**"Land"** means the whole of Lot 7 in Deposited Plan ##.

**"Lessee"** includes the Lessee referred to on the cover page of this Lease and its approved assigns and where appropriate its employees, agents, contractors and invitees.

**"Lessee's Property"** means all the Lessee's fixtures, goods, plant and equipment brought on to the Premises.

**"Lessor"** includes the Lessor referred to on the cover page of this Lease and its assigns and where appropriate its employees and agents.

**"Lessor's Property"** means the all the Lessors fixtures plant and equipment erected upon or forming part of the Building or Premises.



**"Lessor's Outgoings"** means the outgoings, costs and expenses assessed, charged, imposed, levied, paid or payable by the Lessor in relation to the Building or the Land and in particular but without limiting the generality of the foregoing shall include any council rates and charges, water and sewerage rates and charges, land tax and insurance premiums including all other rates, taxes, levies, premiums, costs, charges or other reasonable expenses attributable to the operation, maintenance and repair for the Land, Premises or the Building.

**"Plan"** means the draft identification plan attached to this Lease will be updated and replaced with formal plan once surveyed.

**"Premises"** means the Property Leased referred to on the cover page of this Lease and includes the Building and the Lessor's fixtures, goods, plant and equipment in, on or affixed to the premises or the Building.

**"Redecorate"** includes repainting, revarnishing repapering and recarpeting to the reasonable satisfaction of the Lessor, all parts of the Premises which were painted, varnished, papered or carpeted at the Commencing Date.

**"Reference Schedule"** means the Reference Schedule of this Lease.

**"Term"** means the Term referred to on the cover page of this Lease and any holding over period under this Lease.

**"Western and Middle Green"** means those parts of the Premises known as Green no's 2 and 3 forming part of the Premises leased as is more particularly identified on the Plan attached subject to final survey.

- 1.2. The implied covenants and powers otherwise implied by virtue of Section 84 and 85 of the Conveyancing Act 1919 are expressly negated.
- 1.3. In this Lease;
  - (a) words denoting the singular include plural and vice versa; and
  - (b) headings are for convenience only and do not affect interpretation.
- 1.4. If, under the provisions of this Lease or under any notice or demand served pursuant to the provisions of this Lease anything is required to be done on a day which is not a business day, then the day for compliance is deemed to be the business day immediately following that day.
- 1.5. If there are two (2) or more lessors, two (2) or more lessees or two (2) or more guarantors under this Lease (including while the Lease or the reversion is held by legal personal representatives, successors or assigns), each of them is jointly and severally liable under this Lease.
- 1.6. If either under the common law or by force of legislation, any provision of this Lease is or becomes legally ineffective then that provision is to be severed from the Lease which is otherwise to remain effective.
- 1.7. The provisions of this Lease are governed by and to be construed in accordance with, the laws of the State of New South Wales.



- 1.8. This Lease contains the whole of the agreement between the Lessor and the Lessee relating to the Premises and the lease of the Premises by the Lessor to the Lessee.

**2. RENT**

- 2.1. The Lessee must pay to the Lessor, without deduction or set-off, the Annual Rent specified in Item 1 ("Rent").
- 2.2. The first Rent is due on the Commencing Date and all subsequent anniversary dates until the expiry of this agreement.

**3. RENT REVIEW**

Not Applicable.

**4. PAYMENT OF OUTGOINGS**

- 4.1. The Lessee is to pay for:
- (i) separately metered services to the Premises and Building including but not limited to telephone, gas, electricity and water, sewage and drainage charges; and
  - (ii) 100% of Lessor's Outgoings.

**5. OTHER PAYMENTS**

- 5.1 The Lessee must also pay to the Lessor:
- (a) Fifty per centum (50%) of the Lessor's reasonable costs and disbursements in connection with this Lease;
  - (b) interest on any money payable by the Lessee to the Lessor if more than fourteen (14) days overdue at the rate prescribed from time to time under Section 101 of the Civil Procedure Act, 2005 (as amended) or any succeeding legislation, at the date of demand, from the due date to the date of payment;
  - (c) the Lessor's reasonable costs and disbursements of considering any application by the Lessee for Lessor's consent (whether or not given) and on any surrender of the Lease;
  - (d) the Lessor's reasonable costs and disbursements in connection with a default by the Lessee under this Lease including, but not limited to, enforcement costs;
  - (e) the costs to the Lessor of obtaining any mortgagee's consent to this Lease and/or to any request for the Lessor's consent requiring the consent of any mortgagee; and

- (f) at the same time as rent and other payments hereunder are payable under this Lease, any GST payable or collectable by the Lessor as a result of the imposition on the Lessee of the obligation to pay rent and such other payments under this Lease.

**6. USE OF THE PREMISES**

- 6.1. The Lessor makes no warranty as to the suitability of the Premises for the Use of the Premises specified in Item 4.
- 6.2. The Lessee must at its own cost:
  - (a) use the Premises only for the Use of the Premises specified in Item 4;
  - (b) open for business at times usual for a business of the kind conducted by the lessee.
  - (c) comply with Lessor's Dunbar Park Plan of Management (as amended from time to time);
  - (d) comply with all laws and requirements of any relevant authority regulating the Use of the Premises including obtaining (and where relevant maintaining) any required consent(s) or licence(s);
  - (e) keep the Premises clean and free of vermin;
  - (f) notify the Lessor as soon as practicable of any contagious illnesses or structural defects requiring the urgent attention of the Lessor; and
  - (g) erect signs prohibiting smoking when requested to do so by the Lessor;
  - (h) take all reasonable steps to secure the Premises against unlawful entry.
- 6.3. The Lessee must not do anything in relation to the Premises which in the reasonable opinion of the Lessor is:
  - (a) annoying, offensive or dangerous to other occupiers of the Building, the Land or to the owners or occupiers of land or buildings in the vicinity of the Premises;
  - (b) illegal; and/or
  - (c) liable to void any insurance in respect of the Premises or the Building or increase any insurance premium.
- 6.4. The Lessee must not:
  - (a) use the toilet, sinks and drainage for any purpose other than that for which they were constructed;
  - (b) hold any auction, bankrupt, liquidation or fire sale on the Premises;
  - (c) overload the floors, walls or any service to the Premises;

- (d) without the consent of the Lessor (which consent will not be withheld unreasonably);
  - (i) alter or carry out works to the Premises;
  - (ii) erect signs, notices, advertisements within or upon the Premises; or
  - (iii) play music or operate loud speakers that does not comply with Councils noise requirements.

## **7. LESSOR'S COVENANT AND RESERVATIONS**

7.1. So long as the Lessee is not in breach of this Lease and subject to the rights of entry reserved under this Lease, the Lessee may occupy the Premises for the Term without interruption or disturbance by the Lessor.

7.2. The Lessor reserves the right to:

- (a) use the roof and/or external walls of the Building, including for the purposes of erecting and displaying advertisements and other signs;
- (b) name and design a logo for the Building and change these at any time;
- (c) pass services through, over, under or around the Premises and to access the Premises for the purpose of installing, maintaining, repairing and/or replacing those services;
- (d) deal with the Land including, but not limited to, the granting of easements or covenants;
- (e) convert the title of the Land to Strata Title or to subdivide the Land by way of a stratum subdivision;
- (f) carry out any building work or alterations to the Premises or the Building or on the Land (including alterations and re-development);
- (g) change the direction of flow or pedestrian access into, out of or through the Land;
- (h) change or vary car parking arrangements and car parking fees;
- (i) exclude or remove any person from the Land,

and the Lessee must do all that is reasonably necessary to enable the Lessor to exercise the rights reserved in this sub-clause including, but not limited to, the signing of consents.

7.3. In exercising any of its rights pursuant to clause 7.2 the Lessor must first consult with the Lessee as to the manner in which that right is or those rights are to be exercised, and in exercising any such rights must take reasonable endeavours to minimise any disruption which may be caused by the exercise of that right or those rights to the Lessee's business operation.



**8. REPAIRS**

**8.1. The Lessor must:**

- (a) use all reasonable endeavours to maintain essential services, if any, supplied to the Premises by the Lessor but will not be liable to the Lessee for any failure in essential services whatsoever, unless caused by the negligence, wilful act or omission of the Lessor; and
- (b) maintain in a state of good condition and serviceable repair the roof, ceiling, the external walls and external walls and associated door jambs, and floors of the property and must fix structural defects;
- (c) subject to clauses 8.2 and 8.3, maintain in a structurally sound condition the Premises and the Building;
- (d) keep and maintain appropriate buildings insurance for the Building.

**8.2. The Lessee must:**

- (a) keep the Premises and Building in a good state of repair (fair wear and tear and structural repairs excepted) having regard to its condition as at the Commencing Date and comply with any notice served on the Lessee by the Lessor requiring the Lessee to carry out any repairs being the responsibility of the Lessee within, fourteen (14) days of the date of service;
- (b) maintain the Building forming part of the Premises; and
- (c) redecorate the Building and Premises on the dates specified in Item 5.

**8.3. Notwithstanding the provisions of sub-clause 8.1(b)(ii), the Lessee must perform any structural work required to the Building and Premises arising from the Use of the Premises (and following damage caused by a negligent or wilful act or omission of the Lessee) at the Lessee's cost but only in accordance with the written directions of the Lessor, and must not otherwise perform any structural works.**

**8.4. If the Lessee fails to do any work that the Lessee must do, the Lessor can give the Lessee a notice in writing stating what the lessee has failed to do. After the notice is given, the lessee must:**

- (a) do the work immediately if there is an emergency
- (b) do the work prompt and diligently in any other case

If the Lessee does not do the work, the Lessor can do it and the Lessee must reimburse the Lessor for the cost of work.

**8.5. The Lessee must not make any structural alterations to the property. Any alterations require the lessors consent in writing (but the lessor cannot withhold consent unreasonably).**



**9. AIRCONDITIONING**

- 9.1. The Lessee agrees to be responsible for the repair and maintenance of any airconditioning plant and equipment erected within, forming part of and servicing the Building provided that the Lessee will not carry out any major repairs to such plant and equipment without first having notified the Lessor and complied with the Lessor's reasonable directions.

**10. RIGHT OF ENTRY**

- 10.1 The Lessor enter the Premises and the Building:

- (a) at all reasonable times, on first providing reasonable notice:
  - (i) to perform any obligation of the Lessor under this Lease;
  - (ii) to inspect the Premises; and
  - (iii) to show the Premises to prospective purchasers and/or lessees and in this regard to erect "For Sale" signs at any time and "To Let" signs no earlier than six (6) months before the "Terminating Date".
- (b) at any time:
  - (i) in the case of an emergency; or
  - (ii) to rectify any default by the Lessee including, but not limited to, any failure by the Lessee to comply with a notice served under sub-clause 8.2(a), the cost of which rectification will become immediately payable by the Lessee to the Lessor.

**11. DEALINGS WITH THE INTEREST OF PARTIES UNDER THIS LEASE**

- 11.1. The Lessor may assign or transfer its interest under this Lease to any third party, at any time, at which time the Lessor will be released from any obligation to the Lessee under this Lease.
- 11.2. The Lessee must not sub-let, grant a license or concession in respect of, or part with possession of any part of the Premises, or transfer, assign, mortgage, charge or otherwise encumber the Lessee's interest under this Lease without the written consent of the Lessor which consent may be withheld at the Lessor's absolute discretion.
- 11.3. The Lessee has must pay in connection with any consent the lessors reasonable legal costs, the reasonable costs of obtaining mortgagees consent, the stamp duty and registration fee for the transfer.
- 11.4. For the purposes of this clause, the Lessee, if a company, is deemed to have transferred or assigned its interest where there has been an effective change in the ownership and/or control of the Lessee.

## **12. INSURANCE**

- 12.1. The Lessee must effect and maintain the following insurance policies in respect of the Premises noting the Lessor's interest in such policies:
- (a) public liability insurance in an amount for each accident or incident, not less than the sum specified in Item 6, or such other sum as the Lessor may specify by notice in writing to the Lessee;
  - (b) plate glass;
  - (c) workers compensation covering all workers with a common law extension or endorsement in an amount approved by the Lessor; and
  - (d) any other insurance reasonably required by the Lessor.
- 12.2. The Lessee must produce to the Lessor evidence of the currency of the insurances effected in accordance with sub-clause 12.1, upon renewal annually.
- 12.3. The lessee must notify the Lessor immediately if an insurance policy required by this lease is cancelled.
- 12.4. The insurance policies effected pursuant to this clause must note the interest of the Lessor in the insurance so effected.

## **13. DEFAULT**

- 13.1. The Lessor may terminate this Lease and/or take or demand possession of the Premises if:
- (a) the Lessee repudiates the Lease;
  - (b) the Lessee breaches an Essential Term of this Lease as defined under sub-clause 13.2;
  - (c) the Lessee fails to comply with a term of this Lease which is not an Essential Term, where the failure to comply:
    - (i) can be remedied but is not remedied within a reasonable time of receipt of a written request from the Lessor;
    - (ii) cannot be remedied but can be compensated for and the Lessee fails to pay compensation within a reasonable time of a request for compensation; or
    - (iii) cannot be remedied or compensated for; or
  - (d) a receiver, receiver and manager, administrator, provisional liquidator or liquidator is appointed in respect of the Lessee or any of its property.

13.2. "Essential Term" includes:

- (a) Clause 2 – the payment of Rent within fourteen (14) days (even if late payment is accepted);
- (b) Clause 4 – the payment of Outgoings;
- (c) Clause 6 – the Use of the Premises;
- (d) Clause 8 – the Lessee's obligation to effect repairs to the Premises;
- (e) Clause 11 – the provisions relating to dealings with the Lessee's interest under this Lease;
- (f) Clause 12 – the Lessee's obligations to effect and maintain policies of insurance; and
- (g) Clause 24 – environmental compliance.

13.3. In the case of a breach by the Lessee of an Essential Term then, in addition to the rights of the Lessor under sub-clause 13.1, the Lessor can recover damages for any loss suffered in respect of the Term, subject to any obligation on the Lessor to mitigate such loss.

13.4. If the Lessee is in default under this Lease including the breach of an Essential Term, then any demand of or acceptance from the Lessee by the Lessor of any late payment of Rent, percentage of Lessor's Outgoings or Increases in Lessor's Outgoings or any other money due by the Lessee to the Lessor under this Lease does not:

- (a) constitute a waiver of the Lessee's obligations to make these or any future payments; or
- (b) prevent the Lessor from exercising its rights under this Lease, including of enforcement and termination.

**14. INDEMNITY**

14.1. The Lessee indemnifies the Lessor in respect of:

- (a) any liability or loss arising out of and any costs incurred at any time whatsoever as a result (directly or indirectly) of a breach of any term or condition of this Lease by the Lessee;
- (b) any claim, demand or liability for any loss or damage to anything or any injury to or death of any person occurring on or near the Premises, unless caused by the negligence or a wilful act or omission of the Lessor; and
- (c) any service being not available, being interrupted or not working properly or any plant and equipment of the Lessor not working properly or in the need or want of repair.



- 14.2. The Lessee occupies, uses and keeps the Premises at the risk of the Lessee and releases, to the extent permitted by Law the Lessor, the Lessor's employees and agents from any liability or obligation to the Lessee (or any person claiming through the Lessee) in respect of any accident, damage, loss (including financial loss), death, injury, costs or expenses occurring in, or outside, the Premises arising by reason of the grant of this Lease, or out of or in connection with the possession or use of the Premises by the Lessee unless caused by the negligence or wilful act or omission of the Lessor.
- 14.3. The provisions of this clause will continue to apply notwithstanding the expiry or earlier termination of this Lease.

**15. DAMAGE**

- 15.1. If the Premises or the Building are damaged the Lessee is not liable to pay to the Lessor Rent or other money otherwise payable under this Lease (or a proportion of Rent or other money otherwise payable under this Lease) attributable to any period in which the Premises cannot be used or are inaccessible due to that damage, unless that damage was caused by the negligence or a wilful act or omission of the Lessee.
- 15.2. If the Lessor notifies the Lessee in writing that it does not intend to repair the damage to the Premises, either party may terminate this Lease by seven (7) days notice in writing.
- 15.3. If the Lessor fails to repair the Premises within a reasonable time of the Lessee requesting it to do so in writing, the Lessee may terminate this Lease by seven (7) days notice in writing.
- 15.4. The provisions of sub-clause 15.1 do not prevent the Lessor from recovering any loss or damages from the Lessee in respect of any damage to which this clause applies.
- 15.5. This clause does not oblige the Lessor to restore or reinstate the Building or the Premises or any part of the Building or Premises.

**16. OPTION**

Not Applicable.

**17. RIGHTS ON EXPIRY OR TERMINATION**

- 17.1. If, with the consent of the Lessor, the Lessee remains on the Premises after the Termination Date, the Lessee will do so on a monthly tenancy on the same terms and conditions of this Lease ("the Monthly Tenancy") which may be terminated by either party by one (1) month's notice in writing.
- 17.2. Under the Monthly Tenancy the Lessee must pay the same Rent and Lessor's Outgoings or percentage of Increases in Lessor's Outgoings in the same manner as was payable immediately prior to the expiration or termination of this Lease.



- 17.3. If on expiry or termination of this Lease the Lessee does not become a tenant under clause 16 or sub-clause 17.1, then the Lessee must vacate the Premises and remove the Lessee's Property from the Premises.
- 17.4. If the Lessee fails to remove the Lessee's Property in accordance with the requirements of this clause, it becomes the property of the Lessor who may keep it or dispose of it after 30 days and recover from the Lessee the cost of such removal or disposal.

## **18. COMMON AREAS**

- 18.1. In respect of the Common Areas and any part of them, the Lessor may:
- (a) resist access to particular lessees or classes of persons;
  - (b) restrict or prohibit access during certain hours or days; and/or
  - (c) close them temporarily for the purpose of repair, renovation or service.
- 18.2. In respect of the car park or car parks (if any) forming part of the Common Areas:
- (a) the Lessor is entitled to charge for the parking of motor vehicles by customers and members of the public;
  - (b) the Lessee must provide to the Lessor the names of each of its employees and the make, colour and registration number of the motor vehicles used by them and changes of any of those particulars within seven (7) days from date of request or any change to those particulars; and
  - (c) the Lessee and its employees may only park motor vehicles in the areas specifically reserved.

## **19. RULES AND REGULATIONS**

- 19.1. The Lessor may from time to time promulgate rules and regulations not inconsistent with or in derogation of the rights of the Lessee hereunder relating to:
- (a) the use safety care and cleanliness of the Premises or the Land;
  - (b) the preservation of good order therein;
  - (c) the comfort of persons lawfully using the same;
  - (d) the location and storage of garbage and refuse pending its removal;
  - (e) the policing and regulating of traffic and the parking of motor vehicles on the Premises or the Land;
  - (f) the external appearance of the Premises and the Land.

Any such rules and regulations not inconsistent with or in derogation of the rights of the Lessee may from time to time be repealed amended or added to at the discretion of the Lessor and upon notice in writing thereof under the hand of the Lessor or its authorised agent being given to the Lessee shall be and become as binding upon the Lessee as if the same were expressly set forth herein as covenants on the part of the Lessee.

**20. GUARANTEE AND INDEMNITY**

Not Applicable.

**21. POWER OF ATTORNEY**

21.1. The Lessee appoints the Lessor as the Lessee's attorney.

21.2. This power of attorney is:

- (a) irrevocable by the Lessee;
- (b) granted by the Lessee for valuable consideration to secure performance of the Lessee's Obligations under this Lease and the Lessor's proprietary interest as Lessor; and
- (c) exercisable by the Lessor when the Lessee is in default under this Lease.

21.3. This Power of Attorney is limited to permit the Lessor to take any action to protect the Lessor's interest under this Lease and in the Building, the Premises and the Land and to comply with any obligations of the Lessee under this Lease.

**22. ENVIRONMENTAL COMPLIANCE**

22.1. The Lessee warrants that the Use of the Premises complies and will continue during the Term to comply with, any Environmental Law or the requirements of any statutory authority relating to environmental matters that apply to the Use of the Premises.

22.2. The Lessee will do such things and execute such documents as are required to maintain and/or renew any licences, authorisations or approvals relating to the compliance referred to in sub-clause 22.1.

22.3. If any statutory authority issues a notice to the Lessee during the Term in respect of any environmental matter, the Lessee must comply with the requirements of that notice within the time specified, at the Lessee's expense.

22.4. The Lessee must notify the Lessor within forty-eight (48) hours of the Lessee becoming aware of any breach of sub-clause 22.1 or of the receipt of any notice referred in sub-clause 22.3.



- 22.5. In ensuring the Lessee is meeting its obligations pursuant to this clause, the Lessee agrees to carry out, at the Lessee's cost, environmental assessments and audits ("the Audits") (the terms of reference for which are to be prescribed or approved by the Lessor) when so requested by the Lessor, but not within the first twelve (12) months of the Term and not more than every three (3) years.
- 22.6. The Lessee must remedy any failure to comply with any environmental law, remediate any area of the Premises the Building and/or the Land, or make good any damage caused to any person or property disclosed by the Audits or otherwise, as soon as is reasonably practicable.

23. **NOTICE**

Any notice direction or request hereunder to be given to the Lessee may be served upon the Lessee at the Premises in any manner mentioned in Section 170 of the Conveyancing Act 1919 and may be signed on behalf of the Lessor by its managing agent, solicitor, attorney or by a director, associate director, manager or secretary of the Lessor and any notice so signed shall be conclusive evidence as to its execution and of the authority of the person whose name appears therein to sign the same.

24. **DISPUTE RESOLUTION**

- 24.1. All disputes or differences arising out of this Lease will be resolved in accordance with this clause 24, unless:

- (a) a party is seeking urgent interlocutory relief or a remedy where a delay in commencing proceedings in Court could prejudice the party's entitlement to seek that remedy;
- (b) an incident has arisen that requires urgent resolution which mediation might not resolve; or
- (c) the process in the remainder of this clause 24 has been exhausted.

24.2. **Notice of Dispute**

Either party may at any time, notify the other party in writing that there is a dispute or difference concerning any matter in this Lease. That Notice must:

- (a) identify the subject matter of the dispute;
- (b) identify the relevant provisions of this Lease;
- (c) annex copies of any correspondence, or background material and information relevant to that dispute; and
- (d) contain any particulars of quantification of the dispute.

24.3. **Parties to Confer**

The parties must, within twenty-one (21) days of the service of the Notice, meet in an attempt to discuss, and to reach a mutually acceptable decision, on the matter of the dispute.

**24.4. Referral to Mediation**

If:

- (a) the matter in dispute is not settled within ten (10) business days of the meeting referred to in the preceding paragraph, or such later date as the parties may agree; or
- (b) either party refuses to attend a meeting in accordance with clause 24.3; then
- (c) the difference or dispute must be the subject of a mediation administered by the Australian Commercial Dispute Centre ("ACDC") conducted and held in accordance with the mediation rules of the ACDC in force at the time of the appointment of a mediator.

**24.5. The mediator will be appointed:**

- (a) by the parties, from a panel suggested by the ACDC within twenty-eight (28) days of the referral of the difference or dispute for mediation; or
- (b) if a mediator is not appointed by agreement within that period, by the Secretary-General of the ACDC at the request of either party.

**24.6. The costs of and associated with formal mediation before a mediator under this clause are to be paid by the parties to the mediation in such proportions as they may agree among themselves or, failing agreement, in equal shares.**

**25. GENERAL**

**25.1. Entire Agreement**

This Lease is the entire agreement between the parties on the subject matter. All representations, communications and prior agreements with respect of the subject matter are merged in, and superseded by, this Lease.

**25.2. Survival Indemnities**

Each indemnity in this Lease is a continuing obligation, which is independent from the other obligations of the indemnifying party, and which survives termination of this Lease.

**25.3. No Waiver**

No failure or delay by another party in exercising any right, power or remedy under this Lease will operate as a waiver of any breach of default by the other party. A single, or partial, exercise of any right, power or remedy does not prevent any further, or other, exercise of any right power or remedy.

**25.4. Agent**

The Lessor may by notice in writing appoint any person to act as its agent in relation to all or any of the rights and functions of the Lessor under this Lease.



26. **GST**

If GST or similar value added tax is imposed on any supply under or in accordance with this Lease, the amount payable for that supply is increased by the amount of that GST. The party seeking payment must provide a GST tax invoice (or any other thing required under any legislation) in the form required, and in the time provided for, by the relevant legislation.

27. **LIQUOR COVENANTS**

- 27.1. The Lessee shall not sell, dispose of, or otherwise encumber any liquor licence or licences ("Liquor Licence") used in connection with the business carried on by the Lessee at the Premises.
- 27.2. The Lessee must at its own cost and expense do all acts and things necessary for keeping current the Liquor Licence, including the making of applications for reinstatement if necessary, and must not, without the prior written consent of the Lessor, part with possession of or in any way encumber the Liquor Licence and must on demand produce on the Premises the Liquor Licence for inspection by the Lessor or by any person duly authorised on the Lessor's behalf.
- 27.3. The Lessor shall not be responsible for the Liquor Licence or the operation of the Lessee's business.

28. **LESSEE'S ADDITIONAL OBLIGATIONS**

- 28.1. The Lessee must provide the Lessor as soon as possible annually in accordance with the Lessor's financial year with a copy of the Lessee's annual report including audited or signed financial statements showing income and expenditure and gross turn-over, membership renewals and green fees.
- 28.2. The Lessee must not:
- (a) store or use flammable, volatile or explosive substances on the Premises except LPG for barbecues and fuel for lawnmowers and associated equipment;
  - (b) do anything in or around the Premises which, in the Lessor's reasonable opinion, may be annoying, dangerous or offensive; and
  - (c) do anything to overload the services nor use the services for anything other than their intended purpose.
- 28.3. **Community Net Benefits**
- (a) The Lessee shall provide an appropriate level of bowling skills training and development to residents of the Pittwater local government area by voluntary and/or commercial means.

- (b) The Lessee shall develop in collaboration with the Lessor a 5-year rolling capital improvement schedule for the Western and Middle Green. The schedule must be prepared each year and the Lessee shall use its best endeavours to carry out all scheduled capital improvements to the Western Green and all scheduled improvements to the Western Green which appear on the schedule or as mutually agreed by the Lessee and Lessor at the time of such review. Capital improvements include (but are not limited to):
- (i) Annual renovation of the Western Green, including annual scarifying, coring and rubbing in of top dressing material;
  - (ii) Enlarging the ditches;
  - (iii) Retaining walls;
  - (iv) Shade awnings;
  - (v) Drainage;
  - (vi) Turf surfaces;
  - (vii) Greenkeepers sheds;
  - (viii) Seating.
- (c) The Lessee shall keep a record of the cost of all capital improvements carried out by it each year, including person hours, whether paid or unpaid, in respect of the Western and Middle Green and provide a copy to the Lessor annually.
- (d) The Lessee shall develop in collaboration with the Lessor a 5 year rolling maintenance schedule for the Western Green. Such schedule must be reviewed each year and the Lessee shall use its best endeavours to carry out all scheduled maintenance to the Western and Middle Green which appears on the schedule. Maintenance includes, but is not limited to, repairs, painting, fittings and fixtures, greens, grounds and landscaping, fences and gutters. The Lessee shall be responsible for all repairs (including emergency repairs) to all electrical and plumbing fittings, which includes (but is not limited to) cleaning and keeping free of all drains and waste pipes and provided that the Lessee shall be liable for damage of whatever nature resulting from an act, default or neglect of the Lessee and its servants or agents.
- (e) The Lessee shall keep a record of the cost of all repairs, maintenance, improvements and associated expenses paid by it each year, including person hours, whether paid or unpaid, in respect of the Western and Middle Green, and provide a copy to the Lessor annually.
- (f) The Lessee shall conduct training programs for seniors, youth development and other community groups and keep a record of the cost of such training programs and provide a copy to the Lessor annually.

28.4. The Lessee shall:

- (a) Provide the Lessor with the names and contact details of the members of its management committee and promptly advise the Lessor of any changes;
- (b) Comply on time with all laws, regulations and requirements of authorities in connection with the Premises, the Lessee's activities, the Lessee's Property and the use or occupation of the Premises (including obtaining all permits);
- (c) Inform the Lessor of damage to a value of more than \$5,000 to the Premises or of a faulty service immediately after it becomes aware of same; and
- (d) Promptly, when asked by the Lessor, do anything necessary to enable the Lessor to exercise its rights under this Lease.

28.5. The Lessee may not refuse or decline an application for membership without reasonable cause.



Annexure A – Plan

Approximate Proposed Consolidated Lease Area





## REFERENCE SCHEDULE

<b>ITEM 1</b>	<b>ANNUAL RENT</b> <i>(Clause 2)</i>
	\$1 payable upon each anniversary date
<b>ITEM 2</b>	<b>EQUAL MONTHLY INSTALMENTS</b> <i>(Clause 2)</i>
	Not Applicable
<b>ITEM 3</b>	<b>RENT REVIEW</b>
	Not Applicable
<b>ITEM 4</b>	<b>USE OF THE PREMISES</b> <i>(Clause 6)</i>
	Licensed community Bowling and Recreational club and all incidental uses
<b>ITEM 5</b>	<b>DATES FOR REDECORATION</b> <i>(Sub-Clause 8.2(c))</i>
	Upon the expiry or sooner determination of this Lease or otherwise in consultation with Council
<b>ITEM 6</b>	<b>PUBLIC LIABILITY INSURANCE</b> <i>(Clause 12)</i>
	\$20,000,000
<b>ITEM 7</b>	<b>OPTION</b>
	Not Applicable

## EXECUTION

Executed by the General Manager on behalf of  
**PITTWATER COUNCIL (ABN 61 340 837 871)**  
pursuant to a delegation dated  
under section 377 of the *Local Government Act*  
1993 (NSW):

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

\_\_\_\_\_  
General Manager

\_\_\_\_\_  
Name of Witness [BLOCK LETTERS]

\_\_\_\_\_  
Name of General Manager [BLOCK LETTERS]

\_\_\_\_\_  
Address of Witness

Executed by **AVALON BEACH BOWLING &  
RECREATION CLUB LTD (ACN 000 244 146)** in  
accordance with section 127(1) of the  
*Corporations Act 2001* (Cth) in the presence of:

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director/Secretary

\_\_\_\_\_  
Name [BLOCK LETTERS]

\_\_\_\_\_  
Name [BLOCK LETTERS]

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## **C9.4 Report on Conference Attendance - Bike Futures Sydney Conference (Cr Townsend, Cr Ferguson)**

**Meeting:** Connecting Communities Committee

**Date:** 7 December 2015

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**COMMUNITY STRATEGIC PLAN STRATEGY:** Corporate Management

**COMMUNITY STRATEGIC PLAN OBJECTIVE:**

- To provide leadership through ethical, accountable and legislative decision-making processes
- To ensure local democratic representation
- To engage proactively with the community in a way that is consistent, appropriate and effective
- To ensure effective and cooperative management by providing equitable and transparent business processes
- To facilitate timely, legible and accurate information to the public
- To ensure Council's future financial sustainability
- To foster shared resourcing through regional partnerships

**DELIVERY PROGRAM ACTION:**

- Leading an Effective and Collaborative Council and Enhancing our Working & Learning
- 

### **1.0 EXECUTIVE SUMMARY**

#### **SUMMARY**

Council's Policy No 145 – Policy for the Payment of Expenses and Provision of Facilities to the Mayor, Deputy Mayor and Councillors – provides that following attendance at a Conference authorised under this Policy the relevant Councillor is required to submit a report of approximately one page in length to the community via the Council's Agenda papers on the outcomes of the Conference, with particular emphasis as to any outcomes affecting Pittwater.

Councillor Townsend's report following attendance at the Sydney Bike Futures Conference, held in Parramatta from Tuesday 11 August to Thursday 13 August 2015 is attached (refer **Attachment 1**) for Council's information.

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### **2.0 RECOMMENDATION**

*That the information provided in the report be noted.*

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### **3.0 BACKGROUND**

#### **3.1 PURPOSE**

To advise Council of Councillor Townsend's report following attendance at the Sydney Bike Futures Conference, held in Parramatta from Tuesday 11 August until Thursday 13 August 2015.

#### **3.2 BACKGROUND**

Council's Policy No 145 – Policy for the Payment of Expenses and Provision of Facilities to the Mayor, Deputy Mayor and Councillors provides that:



*'Conference Reporting:*

*Following attendance at a Conference authorised under this Policy, the relevant Councillor is required to submit a report of approximately one page in length to the community via the Council's Agenda papers on the outcomes of the Conference, with particular emphasis as to any outcomes affecting Pittwater.'*

On 23 July 2015 under delegated authority, the Acting General Manager approved Councillor Townsend and Councillor Ferguson's attendance at the Sydney Bike Futures Conference.

Councillor Townsend's report is attached.

**3.3 POLICY IMPLICATIONS**

Policy No 145 – Policy for the Payment of Expenses and Provision of Facilities to the Mayor, Deputy Mayor and Councillors.

**3.4 RELATED LEGISLATION**

Local Government Act 1993

**3.5 FINANCIAL ISSUES**

**3.5.1 Budget**

Sufficient monies were available in the current budget for the Councillor's attendance.

**3.5.2 Resources Implications**

Nil implications

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**4.0 KEY ISSUES**

This report is in response to Council's Policy 145 – Policy for the Payment of Expenses and Provision of Facilities to the Mayor and Councillors – Conference Reporting.

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**5.0 ATTACHMENTS**

**Attachment 1** - Councillor Townsend's report following attendance at the Sydney Bike Futures Conference, held in Parramatta from Tuesday 11 August until Thursday 13 August 2015.

**Attachment 2** - Active Local Councils: Promoting Active Living and Active Travel via Integrated Planning & Reporting (IP&R) Framework

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**6.0 SUSTAINABILITY ASSESSMENT**

No sustainability assessment is required for this report.

Report prepared by  
Anna Power, Executive Assistant to Mayor & Councillors

Warwick Lawrence  
**MANAGER, ADMINISTRATION & GOVERNANCE**

**BIKE FUTURES CONFERENCE 2015  
11 – 13 AUGUST 2015**

The purpose of the Bike Futures Conference is to discuss the opportunities and challenges in meeting the increased demand for bike riding. Myself and Cr Ferguson attended one day each, and Phillip Gray Pittwater Council Landscape Architect attended both days.

Connectivity was a strong focus for this conference. The keynote speaker Gabe Klein inspired us on how bikes can help transform our cities. He presented on the projects he has been involved in and how planning with a triple bottom line into every project has delivered improvements in cities. He presented on how cities have successfully repositioned themselves leading to them being able to attract investment and innovation.

In his presentation “Redesigning Our Cities for People ..... *Fast...* To Save Our Planet & Economy” he spoke of the impact climate change is having on our cities, in particular, our local economies. History tells us that we removed our cycle ways in the early turn of the 20<sup>th</sup> century, and turned them into roads. With the increase in registered vehicles use came increased traffic fatalities and it changed the way we have built our neighbourhoods and shopping malls.

Today, all kinds of shared systems are increasing worldwide. Shared working stations, shared car systems, Airbnb, and many other services are moving into a shared services model. Cities are now repurposing space in light of the move away from vehicle use to the increase of active transport. In the US the number of protected bike lanes has almost quadrupled since 2010. Transformation of the public way is now making way for people. The key findings from studies done on areas where planning for people has been introduced show decreases in injuries to all street users with an increase in retail sales.

We were then given insight into what a cycling city looks like by the Consulate-General of the Kingdom of the Netherlands. To dream of a Sydney metropolitan area having cycling highways is too exciting.

Beck Dawson then General Manager, Corporate Sustainability, Investa Office and now Chief Resilience Officer for Sydney, informed us on the investment the private sector is making into end of trip facilities in commercial offices business in North Sydney and Sydney City, to improve health, wellbeing and productivity. This investment keeps building occupants who are engaged, happy and productive.

Peter McCue, Executive Officer, NSW Premier’s Council for Active Living presented on Active Local Councils. I was proud to see Pittwater Council used as an example for how we have incorporated into our Local Environment Plan aims for active living. I attach a copy of his presentation to this report.

The conference validated for me the active transport strategy Pittwater is now developing and planning our public realm from the bottom up using place making principles and engaging with our community is best practice and providing successful outcomes for cities and places worldwide.

**Cr Jacqueline Townsend  
Mayor**

# Active Local Councils:

Promoting Active Living and Active Travel via  
the Integrated Planning & Reporting (IP&R)  
Framework



Peter McCue, Executive Officer  
New South Wales Premier's Council for Active Living (PCAL)

## Overview of today's session



## NSW Policy Context

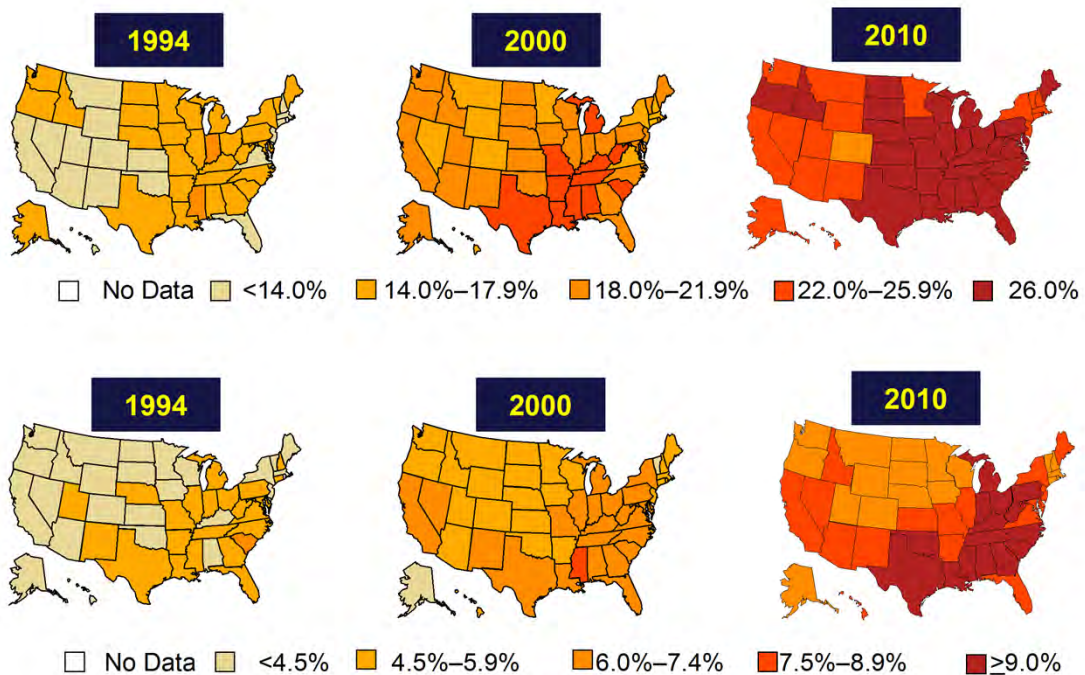
## Integrated Planning & Reporting (IP&R) points of influence

## Resources, Case studies and Funding



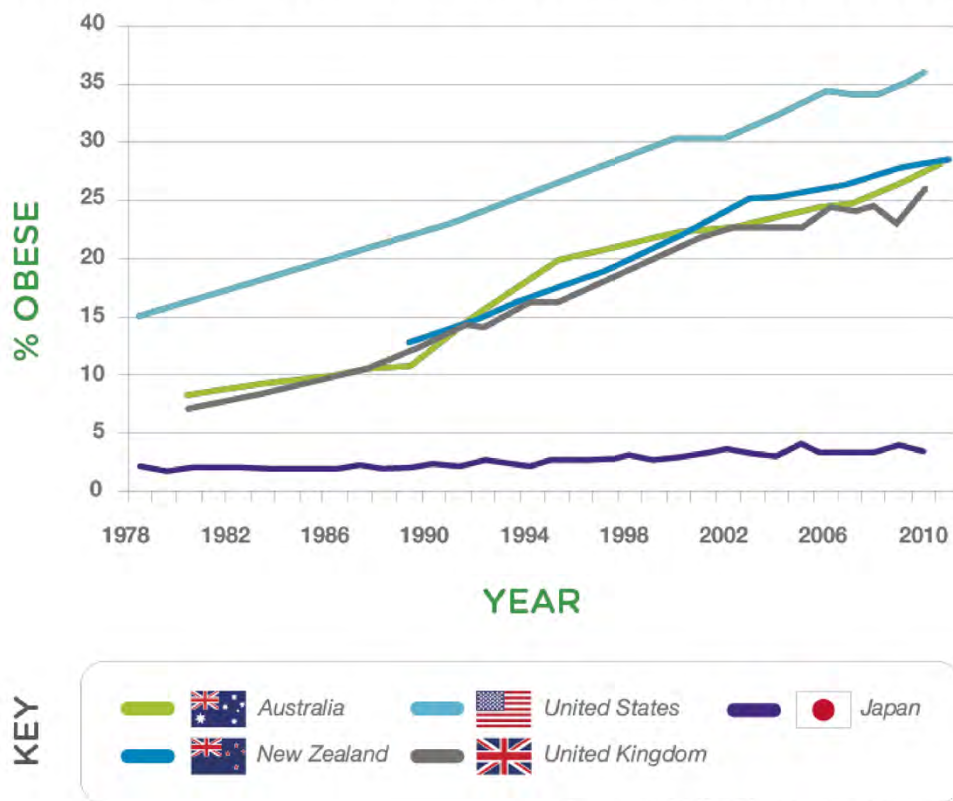


## Age-adjusted Prevalence of Obesity and Diagnosed Diabetes Among U.S. Adults Aged 18 Years or Older



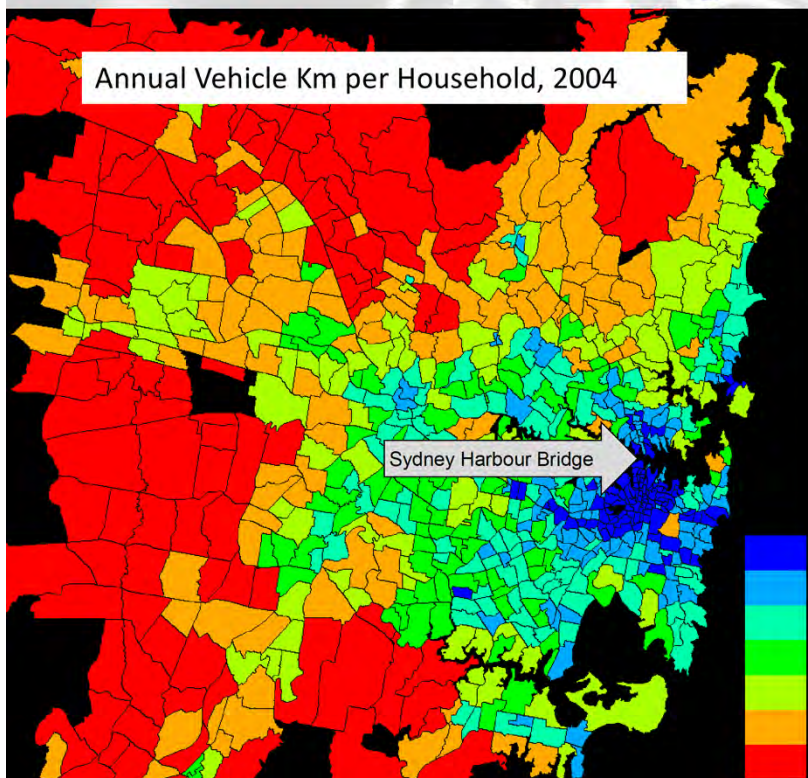


## Trends in Obesity – International Comparisons



(Source: ANPHA, State of Preventive Health 2013)

## Sydney – traditionally an Auto City

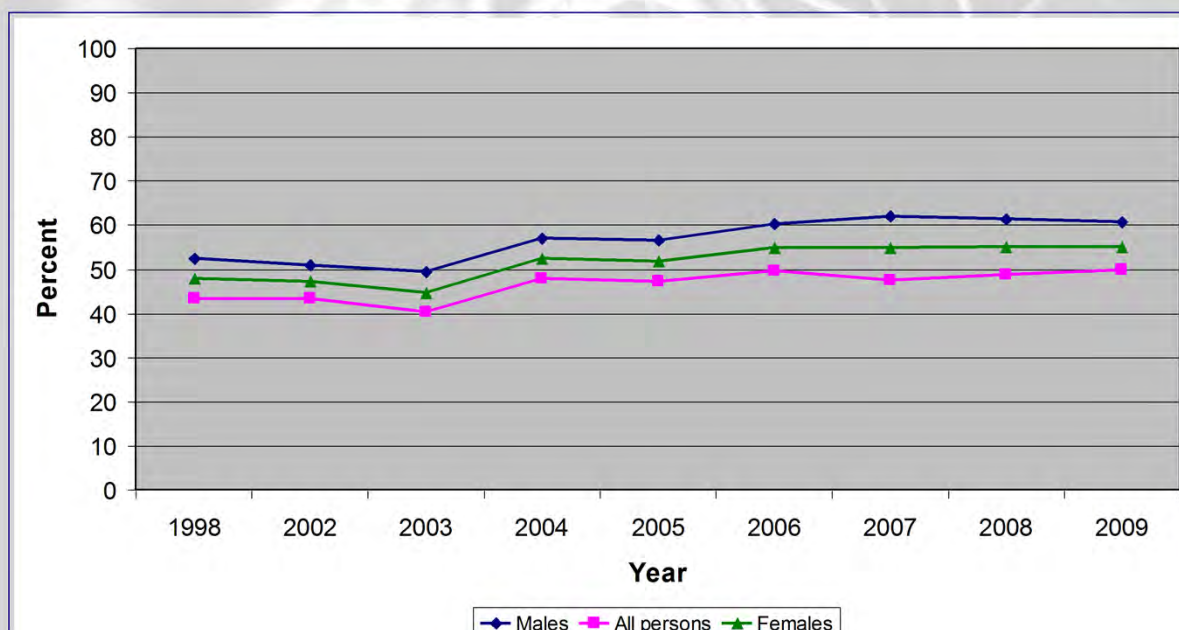


**Outer suburb residents, away from railways, drive much more than inner suburb residents (Rickwood, 2006).**

# Adequate physical activity



People living in outer Sydney suburbs were 20-30% more at risk of being overweight and 40-60% less likely to be adequately active than inner-city counterparts (Garden and Jalaludin, 2008)



## PCAL Members

### Government

- Department of Premier and Cabinet
- NSW Food Authority
- NSW Ministry of Health
- Sport and Recreation

### Ministerial

- Premier's Office
- Planning and Infrastructure
- Office for Transport

### Industry

- Coles Supermarkets
- Woolworths Limited

### NGO's / Peak Bodies

- Australian Diabetes Council
- Cancer Council of NSW
- National Heart Foundation
- Australian Food and Grocery Council
- NSW Local Government

**Focus on evidence translation to legislative/policy implementation for healthy built environments, active travel and healthy food supply**



## NSW Policy / Legislative Context



## NSW Policy / Legislative Context



# PCAL Local Government Active Living Indicators



1. Land use environment
2. Facilities
3. Transport environment
4. Aesthetics
5. Travel patterns
6. Social environments
7. Land use economics
8. Transportation economics
9. Policies
10. Promotion



Local Government Planning and Reporting framework

(adapted from Brennan-Ramirez et al (2006))

## NSW 2021 – New State Government's 'State Plan'



### TARGET

More than double the mode share of bicycle trips made in the Greater Sydney region, at a local and district level, by 2016

### ACTIONS:

To increase cycling to help ease transport congestion and build a healthier, more active community we will:

- Complete the construction of the Metro Sydney Bike Network and work with local councils to complete local cycle networks as part of an integrated transport network



# NSW Planning System Review

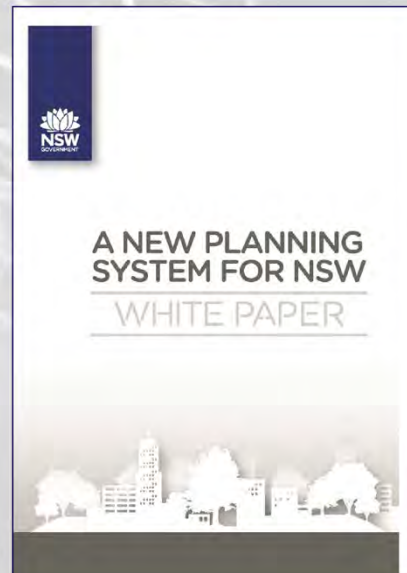
The object of this Act is to promote the following:

- (a) economic growth and environmental and social well-being through **sustainable development**,
- (f) the effective management of agricultural and water resources,
- (g) **health, safety and amenity in the planning, design, construction and performance of individual buildings and the built environment**,

**Sustainable development – economic/environment/social**

## **Social**

Facilitating housing that meets the needs of the whole community, creating a high quality built environment that promotes the health of all communities and ensuring accessibility to services and employment opportunities.



## A Plan for Growing Sydney

**Goal 3: A great place to live with communities that are strong, healthy and well connected.**

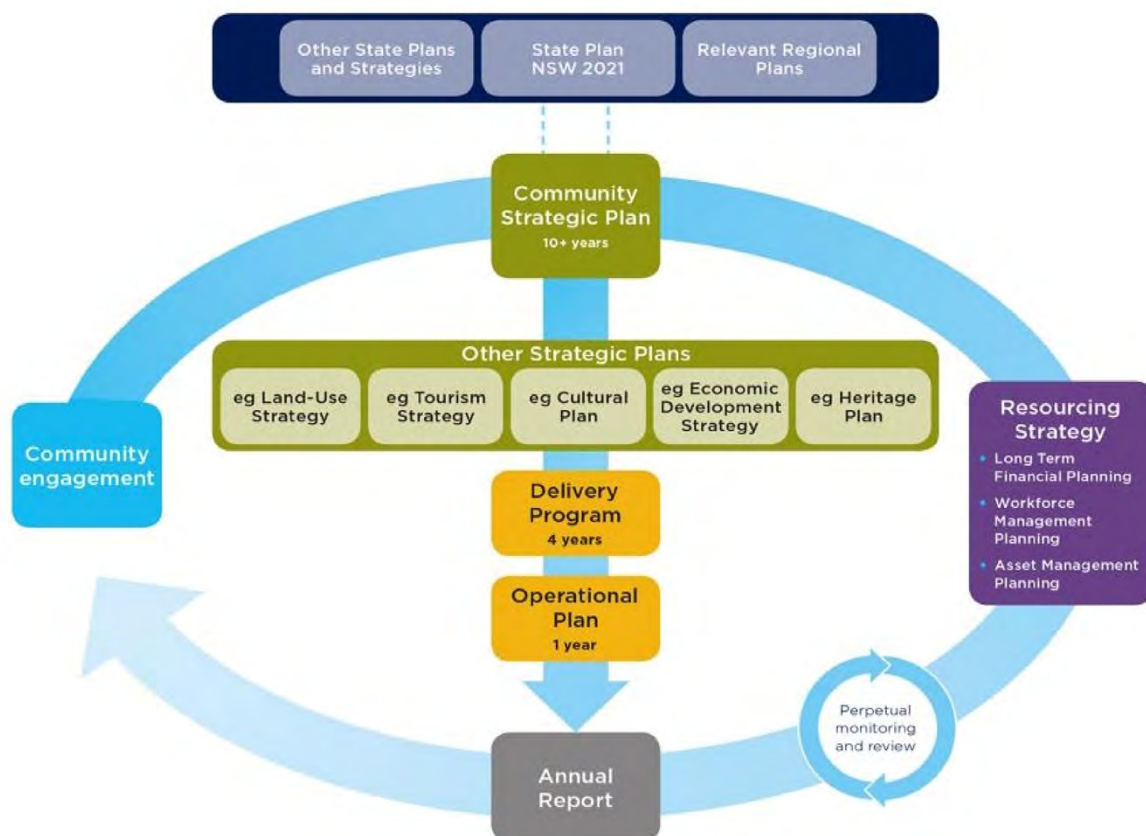
### Directions and Actions

- 1. Revitalise existing suburbs**
  - Support urban renewal by directing local infrastructure to centres where there is growth.
- 2. Create a network of interlinked, multipurpose open and green spaces across Sydney**
  - Deliver the Sydney Green Grid project.
  - Investigate options for a bushland renewal program.
- 3. Create healthy built environments**
  - Deliver guidelines for a healthy built environment.
- 4. Promote Sydney's heritage, arts and culture**





# NSW Policy / Legislative Context



# IP&R and walkability



## COMMUNITY STRATEGIC PLAN

### Objectives

- A physically active community

### Strategies

- Ensure that localities are walkable
- Ensure active travel options are readily available
- Provide streets that are attractive and safe.

## PERFORMANCE INDICATORS

Footpath infrastructure: kilometres of footpaths per kilometre squared, total length of footpaths, footpath connections between residential areas and shopping.

Footpath maintenance schedules on target.

Number and length of 40km/h and 50km/h speed limit zones (to reduce accidents and improve local amenity).

Street connectivity measures including ratio of intersections to land area (eg number of intersections per km squared), and similar ratios relating to number of blocks, cul de sac and/or access points.

## DELIVERY PROGRAM

### Activities (over 4 years)

- Preparing and implementing Pedestrian Access and Mobility Plans (PAMPs)
- Requiring subdivisions to embody strong physical connections and walkability

## OPERATIONAL PLAN

### Actions (year one)

- Review state government advice and other councils' PAMPs
- Undertake accessibility audit

# Active Travel





## Pittwater Council example

**Key direction one: Supporting and connecting our community**  
To enhance the health and wellbeing of the community by supporting a sense of community, a friendly and creative lifestyle and connected transport options

Community Strategic Plan Strategies	Delivery Program (4 years)	Operational Plan (1 year)	Performance Indicators
To create a connected active transport network (including roads, pathways and cycle ways)	<ul style="list-style-type: none"> <li>Continue implementation of pedestrian and cycle access improvements</li> <li>Implement Active Transport Strategy</li> </ul>		<ul style="list-style-type: none"> <li>Improvement in the perception of length time travelled to work</li> <li>Increase in satisfaction of pedestrian and cyclist infrastructure</li> </ul>
To promote innovative and flexible transport systems that provides alternative transport options	<ul style="list-style-type: none"> <li>Implement education programs to promote opportunities and advantages of reduced private motor vehicle usage</li> </ul>		
Reduce the use of and reliance on private motor vehicles	<ul style="list-style-type: none"> <li>Provide works for a range of active transport infrastructure including footpaths, shared paths, line marking, pedestrian refuges, bus stop upgrades</li> </ul>		

([www.pittwater.nsw.gov.au/council/Corporate\\_Documents](http://www.pittwater.nsw.gov.au/council/Corporate_Documents))

## Quality Built Environment





## Pittwater Council example

### Key direction four: Integrating our built environment

To create a sustainable and relaxed living environment including appropriate development

Community Strategic Plan Strategies	Delivery Program (4 years)	Operational Plan (1 year)	Performance Indicators
To deliver a comprehensive suite of development controls that improve the liveability of the area	<ul style="list-style-type: none"> <li>Ongoing review of Council's planning process to improve service</li> <li>Review Pittwater 21 DCP</li> </ul>		<ul style="list-style-type: none"> <li>Improvement in perception of land use reflecting community aspirations</li> <li>Increase in satisfaction of quality of development</li> </ul>
To create a sense of place and enhance the village experience	<ul style="list-style-type: none"> <li>Develop and implement enhancements to the public domain in local villages and town centres to stimulate social, cultural and economic activity</li> </ul>		
To improve streetscape and recreational qualities of the centres	<ul style="list-style-type: none"> <li>Provide urban and landscape technical advice on development applications to improve town and village amenity</li> </ul>		

([www.pittwater.nsw.gov.au/council/Corporate\\_Documents](http://www.pittwater.nsw.gov.au/council/Corporate_Documents))

## PittWater 2014 Local Environment Plan



### Aims of the plan:

(e) to improve access throughout Pittwater, facilitate the use of public transport and encourage walking and cycling

(j) to protect and promote the health and well-being of current and future residents of Pittwater



<http://www.pcal.nsw.gov.au/fitnsw/2015>



# Addressing active living and healthy eating through Councils' Integrated Planning & Reporting (IP&R) framework



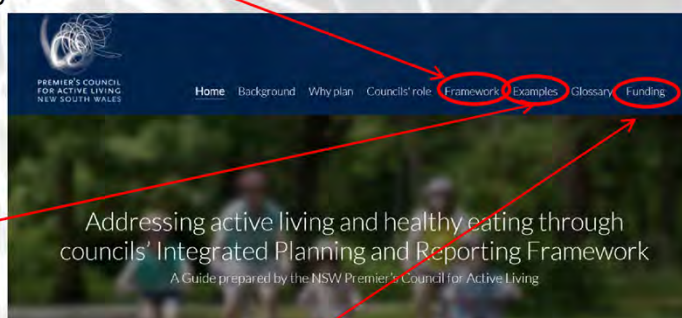
## PCAL IP&R resource highlights

### 1. How to address active living and health eating in each element of the IP&R framework

- Community Engagement Strategy
  - Community Strategic Plan
  - The Resourcing Strategy
    - Delivery Plan
    - Operational Plan
  - Perpetual Monitoring

### 2. Example objectives, actions, activities and performance indicators local councils' can incorporate into their own plans

### 3. Funding opportunities for local councils to improve opportunities for active living and healthy eating



Draft resource available at:  
<http://ipr.tardinha.net/>



# Funding Opportunities



- RMS Active Transport Submission web page

<http://www.rms.nsw.gov.au/business-industry/partners-suppliers/lgr/active-transport/index.html>

Theme / criteria	Score
Identified in Council Plan (can receive multiple scores)	
Cycling explicitly identified in council Community Strategic Plan	1
Cycling is identified in council Delivery Program	2
Project is identified in council Operational Plan	3
Project Identified in council bike plan	3

**Applications close 21 August 2015**

- Metro Greenspace funding TBC

## Outdoor Gyms and Open Space





## Penrith City Council example

### Community Outcome 6: We are healthy and share strong community spirit

Community Strategic Plan Strategies	Delivery Program (4 years)	Operational Plan (1 year)	Performance Indicators
<b>6.1</b> Provide opportunities for our community to be healthy and active	<b>6.1.1</b> Manage and maintain the City's sports grounds, parks and open space <b>6.1.2</b> Resource and implement social programs that contribute to community wellbeing	<b>6.1.3</b> Contribute to the health and wellbeing of the community <b>6.1.7</b> Advocate for sport and recreation venues for the City <b>6.1.8</b> Support sport and recreation partners and networks	<ul style="list-style-type: none"> <li>• % of residents who participate in sporting or recreational activities at least once a month (customer survey)</li> <li>• % of residents that feel Council supports the health and wellbeing of our communities (customer survey)</li> </ul>

([www.penrithcity.nsw.gov.au/Resources-and-Documents/Documents/Strategic-Planning/](http://www.penrithcity.nsw.gov.au/Resources-and-Documents/Documents/Strategic-Planning/))

## IP&R Timelines 2015 - 2017



<b>6 – 12 months before local government election.</b>  <b>Sept 2015 – Sept 2016</b>	<p>Outgoing council oversees a review of progress in implementing the Community Strategic Plan. The report is presented to the final meeting of the outgoing council, and is published in the Annual Report.</p> <p>Preliminary consultation with target groups or community satisfaction surveys may be conducted to improve the information base for the Plan.</p>
<b>First 3 months of new council:</b>  <b>October to December 2016</b>	<p>New councillors review the progress report on the Community Strategic Plan from the previous council.</p> <p>Background information to support a revision of the Community Strategic Plan is presented to councillors via reports/discussion papers/workshops. The General Manager oversees a revision of the Community Engagement Strategy, in consultation with councillors.</p>
<b>3 – 6 months after election:</b>  <b>January to March 2017</b>	<p>A community engagement program is undertaken and a draft Community Strategic Plan is prepared.</p> <p>The Resourcing Strategy is reviewed in light of the draft Community Strategic Plan. Work commences on the Delivery Program.</p>
<b>6 – 9 months after election:</b>  <b>April to June 2017</b>	<p>The Community Strategic Plan, Delivery Program and Operational Plan are finalised and adopted. The Resourcing Strategy is updated to enable the achievement of the Delivery Program and Operational Plan.</p>
<b>July following election 2017</b>	<p>Council commences implementation of the plans.</p>



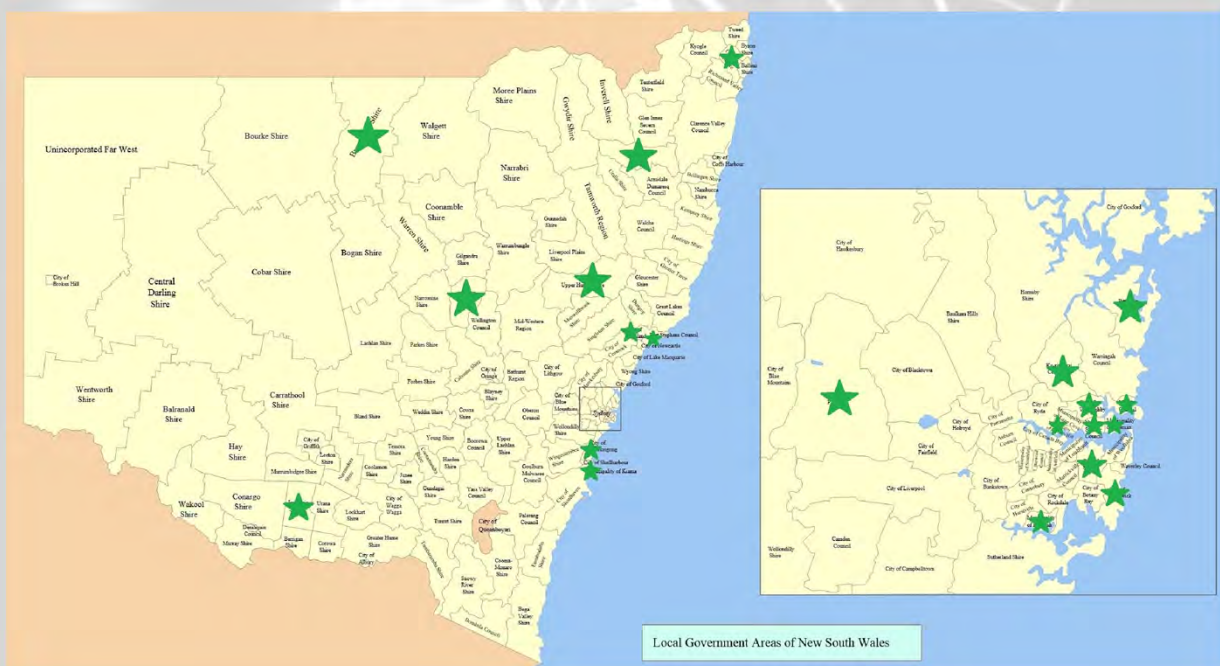
# Walk21 Sydney, 21 – 23 October 2014

## [www.walk21sydney.net](http://www.walk21sydney.net)



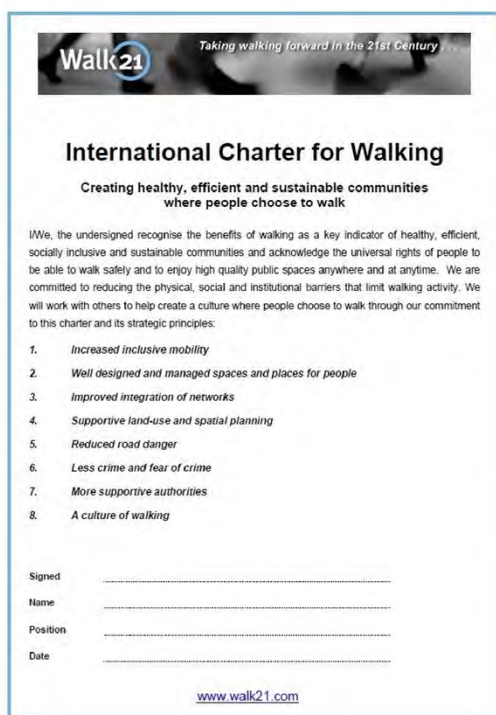
Presentations and videos at  
[www.walk21sydney.net/presentations](http://www.walk21sydney.net/presentations)

## Walk21 International Charter for Walking





# Walk21 International Charter for Walking



- Brewarrina Shire Council
- City of Sydney
- Dubbo City Council
- Guyra Shire Council
- Hunters Hill Council
- Jerilderie Shire Council
- Kogarah City Council
- Ku-ring-gai Council
- Lismore City Council
- Maitland City Council
- Manly Council
- Mosman Municipal Council
- North Sydney Council
- Penrith City Council
- Pittwater Council
- Randwick City Council
- The Council of the Municipality of Kiama
- Upper Hunter Shire Council
- Willoughby City Council
- Wollongong City Council



## 2014 Walk21 to IP&R

- 20 Mayors of 152 in NSW signed the Walk21 Charter
- 2015 presentation to WSROC Mayors
- Further Walk21 Charter Mayoral signatories
- October 2015 Western Sydney Capacity Building Forum
- 2016 Integrated Planning & Reporting (IP&R) updates





# Opportunities for Influence



- **Local Council Officers** – advocate for active travel Community Strategic Plan (CSP) objectives
- **Community Advocates** – lobby elected officials to increase active travel prioritisation within IP&R responses
- **State Government Officers** – identify synergistic opportunities to coordinate service delivery with IP&R processes
- **All residents** – actively participate in forthcoming IP&R community engagement processes

## PCAL Healthy Planning/Active Travel Resources



PCAL online planning and design guidelines resource  
[www.pcal.nsw.gov.au/local\\_government](http://www.pcal.nsw.gov.au/local_government)



## For additional Information:

Peter McCue

PCAL Executive Officer

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

[Peter.McCue@heartfoundation.com.au](mailto:Peter.McCue@heartfoundation.com.au)

61-2-9219 2438



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## **C9.5 Report on Conference Attendance - Parks and Leisure Conference 2015 (Cr Ferguson)**

**Meeting:** Connecting Communities Committee

**Date:** 7 December 2015

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**COMMUNITY STRATEGIC PLAN STRATEGY:** Corporate Management

**COMMUNITY STRATEGIC PLAN OBJECTIVE:**

- To provide leadership through ethical, accountable and legislative decision-making processes
- To ensure local democratic representation
- To engage proactively with the community in a way that is consistent, appropriate and effective
- To ensure effective and cooperative management by providing equitable and transparent business processes
- To facilitate timely, legible and accurate information to the public
- To ensure Council's future financial sustainability
- To foster shared resourcing through regional partnerships

**DELIVERY PROGRAM ACTION:**

- Leading an Effective and Collaborative Council and Enhancing our Working & Learning
- 

### **1.0 EXECUTIVE SUMMARY**

#### **SUMMARY**

Council's Policy No 145 – Policy for the Payment of Expenses and Provision of Facilities to the Mayor, Deputy Mayor and Councillors – provides that following attendance at a Conference authorised under this Policy the relevant Councillor is required to submit a report of approximately one page in length to the community via the Council's Agenda papers on the outcomes of the Conference, with particular emphasis as to any outcomes affecting Pittwater.

Councillor Ferguson's report following attendance at the Parks and Leisure Conference 2015, held in Sydney from 25 to 28 October 2015 is attached (refer **Attachment 1**) for Council's information.

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### **2.0 RECOMMENDATION**

*That the information provided in the report be noted.*

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### **3.0 BACKGROUND**

#### **3.1 PURPOSE**

To advise Council of Councillor Ferguson's report following attendance at the Parks and Leisure Conference 2015, held in Sydney from 25<sup>th</sup> to 28<sup>th</sup> October 2015.



## 3.2 BACKGROUND

Council's Policy No 145 – Policy for the Payment of Expenses and Provision of Facilities to the Mayor, Deputy Mayor and Councillors provides that:

*'Conference Reporting:*

*Following attendance at a Conference authorised under this Policy, the relevant Councillor is required to submit a report of approximately one page in length to the community via the Council's Agenda papers on the outcomes of the Conference, with particular emphasis as to any outcomes affecting Pittwater.'*

On 25 June 2015 under delegated authority, the Mayor and the General Manager approved Councillor Ferguson's attendance at the Parks and Leisure Conference 2015.

Councillor Ferguson's report is attached.

## 3.3 POLICY IMPLICATIONS

Policy No 145 – Policy for the Payment of Expenses and Provision of Facilities to the Mayor, Deputy Mayor and Councillors.

## 3.4 RELATED LEGISLATION

Local Government Act 1993

## 3.5 FINANCIAL ISSUES

### 3.5.1 Budget

Sufficient monies were available in the current budget for the Councillor's attendance.

### 3.5.2 Resources Implications

Nil implications

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## 4.0 KEY ISSUES

This report is in response to Council's Policy 145 – Policy for the Payment of Expenses and Provision of Facilities to the Mayor and Councillors – Conference Reporting.

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## 5.0 ATTACHMENTS

**Attachment 1** - Councillor Ferguson's report following attendance at the Parks and Leisure Conference 2015, held in Sydney from 25 to 28 October 2015.

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## 6.0 SUSTAINABILITY ASSESSMENT

No sustainability assessment is required for this report.

Report prepared by  
Anna Power, Executive Assistant to Mayor & Councillors

Warwick Lawrence  
**MANAGER, ADMINISTRATION & GOVERNANCE**

**19TH PARKS AND LEISURE AUSTRALIA NATIONAL CONFERENCE  
INSPIRE - CREATE THE FUTURE TOGETHER  
25 - 28 OCTOBER, 2015**

I had the pleasure of recently attending the Parks and Leisure Australian National Conference where the theme was #inspirePLA. The conference had a wide range of inspirational speakers, with just a few mentioned below:

- Indira Naidoo, who spoke about her passion for Community Gardens and growing food in a limited space, i.e. balconies.
- Stuart O'Grady, who spoke about his career and how not to give up, when things get tough.
- Dr Karl Kruszelnick, who is one of the most inspiring people I have ever had the pleasure to listen to, speaking on everything from Climate Change to Genghis Khan.
- Tobias Volvert, 7Senses Foundation, who spoke about all abilities playgrounds and the seven senses. Inclusive of all disabilities.
- Raewyn Broadfoot, who was inspiring with her knowledge of Community Gardens, with a step by step guide from conception to implementation and enjoying the benefits!

Two of the sessions I attended were on Playgrounds and Community Gardens, both of which Council is currently looking at.

Playgrounds are a vital part of childhood and help develop strength, co-ordination and balance. They can also help provide opportunities for children to learn and develop their social skills - with interaction with other children, imagination, thinking and problem solving as children assess risk, learn new skills, learn about sense of connection – to place and to peers.

It is important to be inclusive of all types of areas in a playground: active, free, quiet, social, imaginative, creative, exploratory and natural play. By inviting children to use their own initiative, explore possibilities and take chances it can provide them with opportunities to learn.

Playgrounds need to be made up of a variety of the following:

- Fixed equipment like swings, slides, climbing and hanging apparatus, and balancing and jumping options. All these fit into the active area.
- Boulders, rocks and logs can also be used for climbing, balancing and jumping.
- Free play areas include open grassed spaces and slopes for running, informal ball games, cartwheels, somersaults and rolling.

Community Gardens are a great way to bring like-minded people together, if you don't have enough space for a garden or the resources to make one of your own. It offers you the opportunity to grow and harvest your own produce and it also creates more green patches of vegetables, plants and flowers across suburbs.

Other upsides of community gardens are:

- Reducing household waste through composting.
- Making new friends on communal lots of land.
- Learn more about practical organic gardening.
- Can help save and protect diverse plants and seeds.
- They bring people together as a community.



A great conference!

**Cr Kylie Ferguson**



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## **C9.6 Minutes of the Pittwater Traffic Committee Meeting held on 10 November 2015**

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**Meeting:** Connecting Communities Committee

**Date:** 7 December 2015

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**COMMUNITY STRATEGIC PLAN STRATEGY:** Traffic & Transport

**COMMUNITY STRATEGIC PLAN OBJECTIVE:**

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

**DELIVERY PROGRAM ACTION:**

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

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### **1.0 EXECUTIVE SUMMARY**

#### **1.1 SUMMARY**

To present to Council the recommendations of the Traffic Committee contained in the minutes of the meeting of 10 November 2015 for Council's consideration.

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### **2.0 RECOMMENDATION**

*That the Traffic Committee recommendations contained in the Minutes of the Meeting of 10 November 2015 be adopted.*

---

### **3.0 BACKGROUND**

#### **3.1 PURPOSE**

To present to Council for consideration, the Traffic Committee Minutes of 10 November 2015.

#### **3.2 BACKGROUND**

The Traffic Committee recommendations for the Traffic Committee of 10 November 2015 (refer **Attachment 1**) are referred to Council for consideration. In accordance with the delegation of the Roads and Maritime Services (RMS) of NSW to Council, Council must consider the advice of the Traffic Committee before making a decision with respect to the management of traffic in Pittwater.

#### **3.3 POLICY IMPLICATIONS**

Road Reserve and Streetscape Management Policy

#### **3.4 RELATED LEGISLATION**

Transport Administration Act, 1988.

### 3.5 FINANCIAL ISSUES

#### 3.5.1 Budget

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

#### 3.5.2 Resources Implications

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

### 4.0 KEY ISSUES

#### 4.1 Bakers Road and Corniche Road, Church Point - Proposed No Parking and No Stopping Restrictions

Proposed parking restrictions resulting from resident initiative, to improve traffic safety and access in Bakers Road and Corniche Road (refer plan shown in **Attachment 2**).

- **Supported.**

#### 4.2 Cook Terrace, Mona Vale - Proposed Double Separation Lines

Proposed linemarking to delineate the opposing traffic streams and ensure clear access and visibility to the intersection of Cook Terrace and Melbourne Avenue (refer plan shown in **Attachment 2**). - **Supported.**

#### 4.3 Palm Beach Road, Palm Beach - Proposed Extension of Double Separation Lines

Proposal to further delineate the road for opposing traffic movements and ensure clear access and visibility through the curved section of road (refer plan shown in **Attachment 2**).

- **Supported.**

#### 4.4 Barrenjoey Road, Avalon - Proposed No Parking Restrictions

Proposed restrictions to maintain pedestrian access by preventing vehicles parking on the asphalt path (refer plan shown in **Attachment 2**). - **Supported.**

#### 4.5 Wandearah Avenue/Wanawong Road, Avalon - Proposed Give Way Controls and Double Separation Lines

Proposed linemarking and signage to improve traffic safety at the intersection of Wandearah Avenue and Wanawong Road (refer plan shown in **Attachment 2**). -

**Supported.**

#### 4.6 Hilltop Road, Clareville - Proposed Double Separation Lines

Proposed linemarking to prevent parking along the curved section of road and to delineate the road for opposing traffic movements (refer plan shown in **Attachment 2**). - **Supported.**

#### 4.7 Beach Car Parks - Proposed Motorcycle Parking

Proposal to provide designated motorcycle parking areas in beach car parks (refer plan shown in **Attachment 2**). - **Supported.**

#### 4.8 Surfview Road, Mona Vale - Proposed Loading Zone

Proposal to provide a 'Loading Zone' in Surfview Road to assist Mona Vale Surf Lifesaving Club members to load and unload equipment near the Surf Club. **The Traffic Committee did not support the provision of a 'Loading Zone' as it restricts the type of vehicles permitted to use the area. It is recommended that a 'P10 Minute Everyday' parking restriction be installed in the car park space adjacent to the driveway of the garage at the southern end of the MVSLSC, to enable short term parking and to facilitate loading/unloading activities (refer plans shown in Attachment 2).**

- **Supported**



**4.9 Road Safety Officer Traffic Committee Report  
- Noted**

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**5.0 ATTACHMENTS / TABLED DOCUMENTS (view Council Tabled Document Guidelines)**

- **Attachment 1:** Minutes of the Pittwater Traffic Committee Meeting held on 10 November 2015
  - **Attachment 2:** Traffic Committee Plans
- 

**6.0 SUSTAINABILITY ASSESSMENT**

A sustainability assessment is not required for Minutes of Meetings.

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

Les Munn  
**ACTING MANAGER, URBAN INFRASTRUCTURE**



# TRAFFIC COMMITTEE MEETING

## MINUTES

10 November 2015

Commencing at 1.00pm in the Level 3  
Conference Room, 5 Vuko Place,  
Warriewood

M J Ferguson  
General Manager



[WWW.PITTWATER.NSW.GOV.AU](http://WWW.PITTWATER.NSW.GOV.AU)



Councillors are invited to attend the Traffic Committee Meeting.

Please advise if you are attending by contacting Mr Paul Davies on 9970 1177.

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

Cr Susan Young - Chairperson

Mr Andrew Johnston - Nominee Member for Pittwater, (excluding Development Matters)

Mr Alex Coates - Roads and Maritime Services (RMS)

Sgt Dave Gilligan - Traffic Sergeant, NSW Police (Northern Beaches)

**And Non Voting Representatives from Bus Providers including State Transit Authority**

Mr Ben Buckland - State Transit Authority

**Council Staff:**

Mr Les Munn - Acting Manager, Urban Infrastructure

Mr Mark Salvaterra - Acting Principal Engineer, Strategy Investigation and Design

Mr Ricky Kwok - Civil Design & Traffic Engineer

Ms Michelle Carter - Road Safety Officer

Ms Sherryn McPherson - Administration Officer / Minute Secretary

All Pittwater Council's Agenda and Minutes are available on Pittwater's website at  
[www.pittwater.nsw.gov.au](http://www.pittwater.nsw.gov.au)