



**ORDINARY MEETING OF COUNCIL  
TO BE HELD ON TUESDAY, 2 DECEMBER 2008 AT 7.00PM  
LEVEL 3, COUNCIL CHAMBERS**

**A G E N D A**  
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NOTE: For Full Details, See Council's Website –  
[www.kmc.nsw.gov.au](http://www.kmc.nsw.gov.au) under the link to business papers

**APOLOGIES**

**DECLARATIONS OF INTEREST**

**CONFIRMATION OF REPORTS TO BE CONSIDERED IN CLOSED MEETING**

**ADDRESS THE COUNCIL**

**NOTE:** Persons who address the Council should be aware that their address  
will be tape recorded.

**DOCUMENTS CIRCULATED TO COUNCILLORS**

**CONFIRMATION OF MINUTES**

**Minutes of Ordinary Meeting of Council**

File: S02131

Meeting held 25 November 2008

Minutes circulated separately

**MINUTES FROM THE MAYOR**

**PETITIONS**

## REPORTS FROM COMMITTEES

### Minutes of Ku-ring-gai Traffic Committee

File: S02110

Meeting held 20 November 2008

Minutes numbered KTC12 to KTC19

## GENERAL BUSINESS

- i. *The Mayor to invite Councillors to nominate any item(s) on the Agenda that they wish to have a site inspection.*
- ii. *The Mayor to invite Councillors to nominate any item(s) on the Agenda that they wish to adopt in accordance with the officer's recommendation and without debate.*

### GB.1 **W A Bert Oldfield Oval - Dog Off-Leash Area Review**

**1**

File: S05355

To report to Council on the review of the dog off-leash area at Bert Oldfield Oval, Killara.

#### **Recommendation:**

That Bert Oldfield Oval remain a designated dog off-leash area whenever the oval is not booked for sports and other organised activities and that the times that dogs are not permitted off-leash at the oval be changed from the current times of 11am - 3pm daily to 1.30pm - 3.30pm daily. Also that dogs are not permitted to be off-leash at Bert Oldfield Oval whenever Council staff are undertaking maintenance duties.

### GB.2 **Ku-ring-gai Council Wildlife Protection Areas Report**

**6**

File: P57397

To seek Council's approval to list Browns Forest including 102 Rosedale Road, St Ives as a Wildlife Protection Area.

#### **Recommendation:**

That Council supports the proposal to list Browns Forest including 102 Rosedale Road, St Ives as a Wildlife Protection Area.

**GB.3 Funding Request from Turramurra Rotary for Graffiti Removal**

**45**

File: S04840

For Council to consider a request from Turramurra Rotary Club for additional funding to assist their graffiti removal program in the Turramurra area.

**Recommendation:**

That approval is given to provide additional funding of \$4000 for the ongoing support of graffiti removal in the Turramurra area.

**EXTRA REPORTS CIRCULATED AT MEETING**

**MOTIONS OF WHICH DUE NOTICE HAS BEEN GIVEN**

**NM.1 St Ives Showground Masterplan & Proposed Plan of Management**

**52**

File: S02195

**Notice of Motion from Councillor Tony Hall dated 14 November 2008**

I move:

"That the General Manager be requested to bring forward details of all discussions and action in the Council and with the Minister for Lands, to formulate the "St Ives Showground Master Plan" approved in the 2008/2009 Management Plan with particular reference to the Proposal of the St Ives Showground's use dated 1 November 2007 presented to the previous Mayor and staff (Mr Head) by the AFL NSW/ACT and the Gordon District Cricket Club together with advice why this 2007 document was not disclosed to Councillors when it was delivered to his staff last year."

**BUSINESS WITHOUT NOTICE - SUBJECT TO CLAUSE 241 OF GENERAL REGULATIONS**

**QUESTIONS WITHOUT NOTICE**

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## MAYORAL MINUTE

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### KU-RING-GAI YOUTH SUMMIT

The 2008 Council has set up strong communication links with our residents through the Ward summits which have been proven to be a great success. However one group has been conspicuously absent from these summits and they are our young people. We must set up channels through which the youth of our area can share their views and we can demonstrate our willingness to involve them.

I would like to propose that we hold a Ku-ring-gai Youth Summit during NSW Youth Week, between 28 March and 5 April 2009, with approximately 100 invited youth representatives from High schools, Primary schools, scouts and guides, local sporting clubs, religious youth groups, the Ku-ring-gai Youth Council and any other youth interest groups in the area. To get the full breadth of opinion, the ages invited will be 10-21.

The aim of the Youth Summit will be to ascertain matters of concern for our young people. As Mayor and Councillors, we have all heard young people say that there is little to keep them occupied in our council area and it would be worthwhile to have their input concerning the lack of youth facilities. We are currently considering the revitalization of our town centres, and the provision of future community facilities and we need to ensure we include the views of our young people from the earliest stages.

The Youth Summit will be chaired by the Mayor and Councillors will assist with breakout groups. The General Manager will organise staff assistance as required for setting up, conducting the meeting and for follow-up of the matters raised by our young people.

Notes will be taken of the Summit proceedings and followed by a report to Council from Staff.

I would like to thank Cameron Carmody from Killara High School who has been involved in Work Experience with the Mayors' Office, especially for his assistance in preparing this Mayoral Minute. I am sure you will agree that his involvement has been most appropriate.

### RECOMMENDATION

That Council adopt the Mayoral Minute and that the Mayor and the General Manager organise times, dates and staff assistance as outlined.

Cr Elaine Malicki  
Mayor

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## MAYORAL MINUTE

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### METROPOLITAN STRATEGY DWELLING NUMBERS

Ku-ring-gai's Councillors and residents are quite rightly concerned that Ku-ring-gai is being required to plan for well in excess of the 10,000 dwellings which Council voted to supply to fulfil the requirements of the Metropolitan Strategy.

One constant issue for Council in discussing Metropolitan Strategy numbers in Ku-ring-gai is that dwelling yields change according to the criteria used to predict or assess them. We have all seen a variety of yield figures which can be confusing if we are not aware of the basis for these figures. For example, a figure may be based on a minimum development scenario, sites may be excluded for various reasons, or the areas for the calculations may differ.

We need clear, definite and indisputable figures for potential dwelling yields, and it is the purpose of the Mayoral Minute to assemble the figures in an accurate form to ensure consistency in the future. It will enable us to demonstrate that we have exceeded our Metropolitan Strategy targets and that this will put enormous strain on our infrastructure.

I have discussed the Mayoral Minute requirements with the General Manager and Directors and they assured me that it is possible to supply most of these figures by Christmas. This enables us to include them in an additional late submission to the Panel's DLEP for our Town Centres.

#### Details

1. One key element is that assumptions are based on the size of apartments actually being built in Ku-ring-gai, and to that extent we need to be able to demonstrate the average unit size which has been constructed to date.

A report from 3 August 2007 demonstrated an average unit size of 115 sqm based on an audit of 2,888 dwellings constructed from November 2004 to July 2007.

We need to complete the audit from July 2007 to December 2008 for to give us an up to date figure on the size of apartments being built in Ku-ring-gai. This should be a factor in verifying the dwelling yields.

2. We need to include a net figure for completed/approved dwellings of all types and to that end staff should prepare an accurate count of net dwellings produced from 1 April, 2004, which is the start of the Metropolitan Strategy.
3. We need to predict dwelling yields for the Town Centres and LEP 194/200 based on viability reports according to maximum, mid range and minimum development scenarios, and we need to include all zoned lands.

Item 2

**S04554**  
**2 December 2008**

4. We need to predict natural growth in line with present natural growth outside of the Town Centres.
5. We need to include Part 3A sites.

## RECOMMENDATION

I move that Staff ascertain:

- A. The actual average unit size of LEP 194/200 buildings constructed or in the process of being constructed from 26 November 2004 to December 2008. (Approximately 20 new buildings to be assessed).
- B. Net yields for dwellings approved since 1 April, 2004.

This should include separate categories of apartments, town houses, SEPP 5, SEPP 53, SEPP Seniors' Living, subdivision, single dwelling houses and dual occupancies etc, and show figures for within the Panel's boundaries, within LEP 194/200 boundaries outside of Town Centres, and in the rest of Ku-ring-gai.

- C. Figures for maximum, midrange and minimum development uptake scenarios for the following:
  - i. figures for each of the 6 Town Centres within the Panel's gazetted boundaries. Figures should be listed under each development/zoning type ( ie R2, R3, R4, B2, B4, E4 etc ) and should include the gross planned dwellings and net additional dwellings.
  - ii. figures for or all LEP 194/200 areas outside of the Panel Town Centre boundaries on a zoning type basis (ie 2(d3), 2(c2), 2(c1) etc). This should be according to the following areas:

Roseville to Lindfield, Lindfield to Gordon, Gordon to Pymble, Pymble to Turramurra, Turramurra to Wahroonga, St Ives

Maximum development scenarios should include any additional dwellings from bonus controls such as additional FSR for SEPP Seniors' Living, Good design and sloping sites and so on. It should include all zoned lands that have genuine potential for development such as council owned land.

Medium development scenarios should make provision to exclude sites that are unlikely to be developed and assumes a reasonable uptake but should still include bonus provisions. Sites excluded should be noted with the yield they would achieve if they were developed according to their zoning.

- D. potential dwelling numbers for predicted natural growth in areas outside of the Town Centres and LEP 194/200 areas based on best estimates using figures from 1 ABOVE.

Item 2

**S04554**  
**2 December 2008**

E. Potential dwelling numbers for various types of dwellings within Part 3A sites.

The bulk of this work is to be carried out by Christmas.

If a problem emerges with supplying the documentation by Christmas, Council can adjust the timetable at its meeting on 16 December, 2008.

Cr Elaine Malicki  
Mayor

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## MAYORAL MINUTE

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### EXCELLENCE IN THE ENVIRONMENT AWARDS 2007 TO 2008

Ku-ring-gai Council has had a successful year receiving 13 awards across its Sustainability and Environmental Programs. These awards reflect the commitment and expertise of staff in their fields and the direction of Council in its policy setting.

Today the Council received six awards as part of the Local Government and Shires Association of NSW Excellence in the Environment Awards 2007-2008. These awards included two winners as part of the stormwater and urban waterway improvement program, and four commended awards covering natural resource management, local sustainability, climate change and environmental education.

In the past six months, Council also received five awards as part of the NSW Sustainable Water Challenge for 2008. These included the winner for planning and policy for the Integrated Water Cycle Management Policy and Strategy and in the research category for the numerous studies and collaborations to assess the performance of the various water sensitive urban design features. We also received two highly commended and one commended award in this program.

Earlier this year, Council received an achievement award under the Sustainability Green Globe Awards 2008 for its Sustainability Strategy for government projects and a highly commended award under the Keep Australia Beautiful NSW Sustainable Cities Awards 2008.

The list of awards is included below and my congratulations are extended to all staff involved in what has been the most successful year for Ku-ring-gai Council.

Local Government and Shires Association of NSW Excellence in the Environment Awards 2007-2008.

#### **Stormwater and Urban Waterways Award**

Overall Winner

"Ku-ring-gai Catchment Remediation Program"

#### **Stormwater and Urban Waterways Award**

Winner - Division C

"Ku-ring-gai Catchment Remediation Program"

#### **Climate Change Adaptation and Mitigation Award**

Commended - Division C

"Development of a Cost Benefit Model for Climate Change Adaptation and Mitigation at the Local Scale"

#### **Environmental Education Award**

Commended - Division C

"Pool to Pond"



Item 3

S02576  
2 December 2008

**Natural Resource management Integration Award**

Commended - Division C

"Integrating Sustainability into Management Processes and Outcomes"

**Local Sustainability Award**

Commended - Division C

"The Ku-ring-gai to Global Sustainability Strategy"

**NSW Sustainable Water Challenge - 2008**

**Planning and Policy Category**

Winner

"Integrated Water Cycle Management"

**Retrofit Category**

Highly Commended

"Retrofit of Stormwater harvesting Systems for Sports Field Irrigation"

**Research Projects Category**

Winner

"Assessment of Bioretention Filter Media Effectiveness, Karuah Road"

**Landscaping Category**

Highly Commended

"Karuah Road Upgrade"

**Community Engagement Category**

Commended

"Gordon West Public School WSUD"

**Sustainability Green Globe Awards 2008**

Government Award: Environmental Sustainability

Achievement

"Outstanding Achievement in Environmental Sustainability in NSW"

**Keep Australia Beautiful NSW Sustainable Cities Awards 2008**

**Overall Sustainable Council Award**

Highly Commended

"The Ku-ring-gai to Global Sustainability Strategy"

**RECOMMENDATION**

That Council acknowledge the outstanding contribution made by staff for their efforts in achieving recognition in the Local Government and Shires Association of NSW Excellence in the Environment Awards 2007/2008 and the NSW Sustainable Water Challenge for 2008.

Cr Elaine Malicki  
Mayor

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## W A BERT OLDFIELD OVAL - DOG OFF-LEASH AREA REVIEW

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### EXECUTIVE SUMMARY

**PURPOSE OF REPORT:**

To report to Council on the review of the dog off-leash area at Bert Oldfield Oval, Killara.

**BACKGROUND:**

In March 2007 Council resolved to conduct a formal review of the off-leash facility at Bert Oldfield Oval and report the outcome of the review to Council. This report discusses the outcomes of the review.

**COMMENTS:**

This report discusses outcomes and recommendations resulting from the review of the Bert Oldfield Oval dog off-leash area. Agreement has been reached with local residents and stakeholders who chose to participate in the review, including Killara Area Family Environment (KAFF) and Gordon Cricket Club, with respect to the recommendations in this report.

**RECOMMENDATION:**

That Bert Oldfield Oval remain a designated dog off-leash area whenever the oval is not booked for sports and other organised activities and that the times that dogs are not permitted off-leash at the oval be changed from the current times of 11am - 3pm daily to 1.30pm - 3.30pm daily. Also that dogs are not permitted to be off-leash at Bert Oldfield Oval whenever Council staff are undertaking maintenance duties.. Also that dogs are not permitted to be off-leash at Bert Oldfield Oval whenever Council staff are undertaking maintenance duties.

## PURPOSE OF REPORT

To report to Council on the review of the dog off-leash area at Bert Oldfield Oval, Killara.

## BACKGROUND

In March 2007, Council resolved that Bert Oldfield Oval remain a designated off-leash area, its hours of use to be amended following consultation with dog owners, formal field hirers and interested residents. Consultation was to identify designated hours of use for leash-free exercise of dogs on no less than 2 afternoons per week and clearly consider opportunities for casual recreation requiring dogs to be on-leash in addition to those times where the field is utilised for formal sporting uses.

In accordance with this resolution, a meeting was held at Council in April 2007 with a representative group of all formal and informal users of the park to determine the hours for off-leash times at the oval. At this meeting it was agreed that dogs would be permitted off-leash at the oval at all times except 11am - 3pm daily and not when the oval was booked for organised sport and activities.

Another part of the March 2007 resolution was to invite submissions and conduct a formal review of the off-leash facility and report the outcome of the review to Council. This report discusses the outcomes of the review.

## COMMENTS

The review of the Bert Oldfield Oval dog off-leash area consisted of a number of components which have recently been conducted by Council staff. These components included an objective survey distributed to residents, users and stakeholders, interviews with users of Bert Oldfield Oval to complement the survey, a community meeting with survey participants to discuss survey results, feedback obtained from Council's compliance and regulatory staff including statistical data on infringements, and discussions with Council's Open Space Services staff.

The review was scheduled to ensure that enough time had passed since the original resolution to make the data captured meaningful. This included the completion of full summer and winter sports seasons. Bert Oldfield Oval is considered a valuable asset by the local community and sporting groups who use the oval. As such a range of stakeholders were engaged to provide representative feedback.

In July 2008 a representative sample of residents, users and stakeholders were selected to receive a survey which had been designed in order to obtain objective feedback on the current dog off-leash times at Bert Oldfield Oval. The survey asked respondents to comment primarily on:

- frequency of and patterns of use for Bert Oldfield Oval;
- reasons for using the facilities at Bert Oldfield Oval;
- satisfaction with the current dog off-leash times, including reasons;
- suggested communication improvements; and
- provide demographic information to ensure representation of all groups.

Item 1

S05355  
25 November 2008

Council received 128 responses to the survey over a four week period. Statistically this number of responses indicates a 95% confidence rating for the data, which effectively suggests that the responses received are reflective of the attitudes of the wider community. However when the data was segmented into groups of respondents it was clear that there was an over-representation of dog owners who had responded, skewing the data slightly. This has occurred despite Council's best efforts to encourage equal participation in this process.

Accordingly 69% of the total respondents indicated that they were satisfied or very satisfied with the current dog on-leash times of 11am – 3pm.

Survey respondents who ticked a box in the survey indicating they were interested in attending a community meeting to discuss the findings of the survey and review the off-leash status of Bert Oldfield Oval were invited to attend a meeting held on Tuesday 19 August 2008. The meeting was attended by 15 people, including representatives of Ku-ring-gai Area Family Environment (KAFF) who attended the initial consultation meeting in April 2007, a representative of Gordon Cricket Club, as well as three Council staff.

After a discussion of the survey findings Council staff proposed a range of new times with the following objectives in mind:

- to maintain the existing opportunity to exercise and socialise dogs daily;
- to consider the needs of dog owners to have time to exercise and socialise their dogs off-leash before and after work;
- to increase the opportunity for families with children and young people to use the area after school and for some part of the weekend without dogs off-leash at the oval; and
- to continue to encourage all members of the community to use the facility with or without dogs.

Various options for dog off-leash times were discussed including:

- 11am – 3pm daily (current times);
- 12pm – 4pm daily;
- 12pm – 4pm (EST) and 12pm – 5pm (EDST);
- 3pm – 4pm daily;
- 3pm – 4pm (EST) and 3pm – 5pm (EDST); and
- other times either midweek or weekends.

After discussing the options it was agreed by all those present at the meeting, other than the cricket club representative who abstained from the vote, to recommend to Council to change the current dog on-leash times from 11.00am – 3.00pm daily to 1.30pm – 3.30pm daily. The aim of the change is to give local families, children and groups of friends the opportunity to use the oval for recreational purposes after school for an additional 30 minutes without the presence of dogs at the oval.

Before reporting the results of the review to Council, further consultation with Council's Manager Open Space Services revealed some serious occupational health and safety concerns that had been raised by staff in relation to dogs being off-leash at the oval while they were undertaking ground maintenance duties, particularly during the summer season when Council staff are at the oval for extended periods to prepare the turf wicket for cricket matches.

Item 1

S05355  
25 November 2008

As a result of this issue being raised it was decided to invite the same local residents who attended the previous community meeting to attend another meeting specifically to discuss options for managing the occupational health and safety concerns of staff. This final meeting was held on Tuesday 11 November 2008, at the Killara Park Pavilion and was attended by 12 local residents, a cricket club representative and two Council staff.

After robust discussion, agreement was reached to not permit dogs to be off-leash on the oval while Council staff are undertaking maintenance duties. Maintenance duties would include mowing, turf wicket preparation, linemarking, top dressing, turf and other general maintenance tasks. Due to environmental conditions and the need to allocate resources appropriately on a daily basis, specific times for maintenance to be undertaken at the oval could not be advised. However, it was noted that during winter season, maintenance would consist predominantly of linemarking one day a week, and during summer season, September to March, maintenance would be more intensive with turf and turf wicket maintenance occurring predominantly on Monday and Wednesday mornings and all day Thursday and Friday, with additional mowing on any of these days. It was agreed that the closure of the oval during staff maintenance works would be communicated by staff placing a temporary sign on the oval gates as soon as they arrive at the oval to commence work.

It was further agreed that dog walkers would support this arrangement on the understanding that Council would investigate the possibility of creating a permanent, fenced dog off-leash area within Killara Park outside the oval for use whenever Bert Oldfield Oval is closed to dogs due to sporting bookings or Council staff maintenance. The south-west section of Killara Park would be the preferred location for a permanent dog off-leash area as it is the furthest section from the children's playground and the bush regeneration area. This section of the park would also require some fencing, particularly near the Killara Park Childcare Centre carpark, to ensure the safety of kindergarten children.

This proposal would necessitate consultation early in 2009 with local residents, particularly those living adjacent to and opposite the proposed site for the permanent off-leash area. Following the consultation process a recommendation would be put to Council for consideration.

Until a decision is made with regard to a permanent dog off-leash area within Killara Park it was agreed at the meeting that the western half of Koola Park should become a designated alternative temporary dog off-leash area, except when booked by schools and sports groups and whenever Bert Oldfield Oval is closed to dogs due to sporting bookings or Council staff maintenance.

## CONSULTATION

This review has involved extensive consultation with local residents and user groups of Bert Oldfield Oval, including Killara Area Family Environment (KAFF) and Gordon Cricket Club.

## FINANCIAL CONSIDERATIONS

No direct financial considerations. The creation of a permanent dog off-leash area within Killara Park would require funding of approximately \$15,000 for fencing and signage, although this decision would be subject to a further report to Council following consultation for such a facility.

## CONSULTATION WITH OTHER COUNCIL DEPARTMENTS

Staff from Operations and Compliance and Regulation have been consulted during the review and preparation of this report.

## SUMMARY

This report discusses outcomes and recommendations resulting from the review of the Bert Oldfield Oval dog off-leash area. The key recommendations are changing the dog on-leash hours from 11.00am - 3.00pm daily to 1.30pm – 3.30pm daily, and to not permit dogs to be off-leash whenever Council staff are undertaking maintenance work at the oval. Agreement has been reached with local residents and stakeholders who chose to participate in the review, including Killara Area Family Environment (KAFF) and Gordon Cricket Club, with respect to the recommendations in this report.

## RECOMMENDATION

- A. That times when dogs are not permitted off-leash at W A “Bert” Oldfield Oval be changed from 11.00am - 3.00pm daily to 1.30pm – 3.30pm daily.
- B. That dogs are not permitted to be off-leash at W A “Bert” Oldfield Oval whenever Council staff are undertaking maintenance duties.
- C. That Council investigate the possibility of creating a permanent, fenced dog off-leash area within Killara Park outside Bert Oldfield oval for use whenever dogs are not permitted on the oval.
- D. That Koola Park be designated as an alternative dog off-leash area, except when booked by schools or sporting groups, for use whenever dogs are not permitted on Bert Oldfield Oval, until Council makes a decision on an off-leash area within Killara Park.

Roger Faulkner  
**Sport and Recreation Planner**

Peter Davies  
**Manager Corporate and  
Sustainability**

Andrew Watson  
**Director Strategy**

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## KU-RING-GAI COUNCIL WILDLIFE PROTECTION AREAS REPORT

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### EXECUTIVE SUMMARY

**PURPOSE OF REPORT:**

To seek Council's approval to list Browns Forest including 102 Rosedale Road, St Ives as a Wildlife Protection Area.

**BACKGROUND:**

Upon acquisition of land at 102 Rosedale Road, St Ives, a Steering Committee was setup to manage the site in accordance with the Commonwealth of Australia's objectives of the purchase agreement. Part of those objectives includes Council management of the land with a voluntary conservation agreement.

**COMMENTS:**

This report seeks Council's approval to list Browns Forest including 102 Rosedale Road, St Ives as a Wildlife Protection Area. This will be the first Wildlife Protection Area within Ku-ring-gai. This decision is guided by the Department Environment, Water, Heritage and the Arts and Department of Environment and Climate Change and community representatives (102 Rosedale Road, St Ives Steering Committee).

**RECOMMENDATION:**

That Council supports the proposal to list Browns Forest including 102 Rosedale Road, St Ives as a Wildlife Protection Area.

## PURPOSE OF REPORT

To seek Council's approval to list Browns Forest including 102 Rosedale Road, St Ives as a Wildlife Protection Area.

## BACKGROUND

The Ku-ring-gai local government area (LGA) is characterised by its unique bushland setting and large natural areas. The Ku-ring-gai LGA covers an area of 8,436 hectares, of which 1,100 hectares is Council bushland reserves. These natural areas support an abundance of native flora and fauna. There are over 500 native animal species and over 800 native plant species recorded. Some of the defining features include Threatened Ecological Communities, including remnant Blue Gum High Forest (BGHF), and the close proximity of three National Parks (Garigal, Lane Cove and Ku-ring-gai Chase).

The community of Ku-ring-gai places a high importance on the LGA's bushland reserves considering the role they play in conserving biodiversity and habitat as well as the aesthetic, health and recreational value of a natural environment. Within the last three (3) years residents have participated in several Council-initiated environmental studies, including the Ku-ring-gai Community Environmental Research Project (2005), the Ku-ring-gai to Global Sustainability Visioning (2007) and the Wildlife Survey (2008).

Within Ku-ring-gai's Biodiversity Strategy (2006) is an objective to "protect, enhance and where appropriate increase local biodiversity". This includes the need to prevent the loss of biodiversity, manage feral and domestic animals and increase public education to assist in the protection of native wildlife. The Strategy is currently undergoing review throughout 2008. The ongoing evaluation includes the identification of Council lands that would benefit biodiversity via their declaration as fauna refuges (Wildlife Protection Areas) under the *Companion Animals Act 1998*. This approach is consistent with Commonwealth and State legislation, policies and planning instruments that requires local government to properly manage, develop, protect, restore, enhance and conserve the environment of the area for which it is responsible.

## COMMENTS

Upon acquisition of land at 102 Rosedale Road St Ives a Steering Committee was setup to manage the site in accordance with the Commonwealth of Australia's objectives of the purchase agreement. Refer to **Attachment 1** Schedule E, K, L1 and L2 for agreement details. The objectives state that Council are required to manage the land with a voluntary conservation agreement.

In order to protect Council's largest parcel of critically endangered Blue Gum High Forest, it is considered necessary to list Browns Forest including 102 Rosedale Road, St Ives as a Wildlife Protection Area to minimise adverse impacts. Browns Forest is adjacent to the National Park owned and managed Dalrymple Hay Reserve, Mona Vale Road St Ives (**Attachment 2**). The combined reserves form part of the largest site containing the critically endangered Blue Gum High Forest.



## CONSULTATION

A Rosedale Road Steering Committee was initiated upon the purchase of 102 Rosedale Road, St Ives as part of the agreement to purchase. The Committee has bi-annual meetings which have guided the recommendation for a Wildlife Protection Area, for the whole Reserve at St Ives, which is in line with the National Park management of the adjacent Dalrymple Hay Reserve.

## FINANCIAL CONSIDERATIONS

There are no financial considerations relating to this report.

## CONSULTATION WITH OTHER COUNCIL DEPARTMENTS

The Operations Department have been consulted in the preparation of this report. Consultation with Rangers from the Development & Regulation Department has occurred in relation to monitoring the site for inappropriate use.

## SUMMARY

Browns Forest including 102 Rosedale Road, St Ives will be the first reserve within Ku-ring-gai to be listed as a Wildlife Protection Area which will enable the protection of native flora and fauna from adverse urban impacts. Managing the reserve as a Wildlife Protection Area will require Council to erect appropriate signage to assist in the guidance appropriate use within the reserve.

## RECOMMENDATION

That Council list Browns Forest including 102 Rosedale Road, St Ives as a Wildlife Protection Area under the *Companion Animals Act 1998*.

Mary-Lou Lewis  
**Natural Areas & Environmental  
Levy Program Leader**

Peter Davies  
**Manager Corporate Planning  
& Sustainability**

Andrew Watson  
**Director Strategy**

**Attachments:**

- 1. Signed agreement for purchase of 102 Rosedale Road, St Ives - LD624452**
- 2. Map of LGA highlighting Browns Forest - 2008/040424**



**Australian Government**

**Department of the Environment, Water, Heritage and the Arts**

Our reference: 2007/14868

Mr Peter Davies  
Ku-ring-gai Council  
Locked Bag 1056  
PYMBLE NSW 2073

Dear Mr Davies

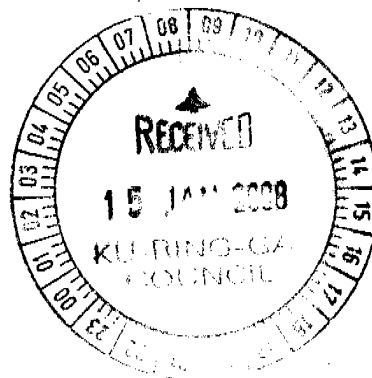
Please find enclosed one signed copy of the agreement between the Department of the Environment, Water Heritage and the Arts and Ku-ring-gai Council regarding the purchase of the property located at 102 Rosedale Road, St Ives.

If you have any queries, please feel free to contact Bruce Cummings on 02 6274 2507 or email at [bruce.cummings@environment.gov.au](mailto:bruce.cummings@environment.gov.au).

Yours sincerely

Kylie Higgins  
Project Officer  
National Reserve System Programme

11 January 2008



INVESTOR IN PEOPLE

GPO Box 787 Canberra ACT 2601 Telephone 02 6274 1111 Facsimile 02 6274 1666

[www.environment.gov.au](http://www.environment.gov.au)



**Agreement**

between the

**COMMONWEALTH OF AUSTRALIA**

represented by the

**Department of the Environment, Water, Heritage and the Arts**

and

**Ku-ring-gai Council**

***ABN 86 408 856 411***

***in relation to Financial Assistance for the acquisition of 102 Rosedale Road, St Ives to establish a  
Protected Area which will be part of the National Reserve System***

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THIS AGREEMENT IS MADE ON TENTH OF JANUARY 2008

## PARTIES

COMMONWEALTH OF AUSTRALIA ('the **Commonwealth**') for the purposes of this Agreement represented by and acting through the Department of the Environment, Water, Heritage and the Arts ('the **Department**');

AND

KU-RING-GAI COUNCIL ('the **Organisation**'), Locked Bag 1056, Pymble NSW 2073  
A.B.N. 86 408 856 411

## PURPOSE

- A. The *National Reserve System* is specified as a purpose of the Natural Heritage Trust of Australia Reserve (the 'Reserve') established under section 4 of the Natural Heritage Trust of Australia Act 1997 (the 'Act').
- B. The primary objective of the *National Reserve System* is to assist with the establishment and maintenance of a comprehensive, adequate and representative systems of reserves.
- C. In furtherance of that objective, the Minister for the Environment, Heritage and the Arts has approved a grant of financial assistance to the Organisation under section 20 of the Act on the terms and conditions set out in this Agreement.
- D. The grant of financial assistance will be debited from the Natural Heritage Trust of Australia Reserve.

## OPERATIVE PART

### 1. Interpretation

1.1 In this Agreement, unless the contrary intention appears:

'**Accountant**' means a person who is:

- (a) registered as a company auditor or a public accountant under a law in force in a State or Territory; or
- (b) a member of the Institute of Chartered Accountants or the Australian Society of Certified Practicing Accountants; and is
- (c) neither an employee of nor associated with the Organisation;

'**Appropriate Environmental Organisation**' means an organisation listed on the 'Register of Environment Organisations' being that register of approved environmental organisations listed under item 6.1.1 of table 6 in subsection 30-55 of the *Income Tax Assessment Act 1977*; and which has the eligibility requirements under subsection 30-360 and that satisfies each

requirement in subsections 30-265 and 30-270 of that Act; or an organisation that is eligible to receive deductible donations under that Act; and an endorsed Deductible Gift Recipient (DGR) under the *A New Tax System* 1999.

**'Approved Budget'** means budget approved under Item H for each financial year;

**'Assets'** mean any goods or land acquired or produced by the Organisation for or in the course of the Project wholly or partly using the Funds;

**'Business Day'** means, in relation to taking any action in a place, any day other than a Saturday, Sunday or Public Holiday in that place.

**'Confidential Information'** means information that:

- (a) is by its nature confidential;
- (b) is designated by either party as confidential; or
- (c) either party knows is confidential;

but does not include information which:

- (d) is or becomes public knowledge other than by breach of this Agreement;
- (e) is in the possession of either party without restriction in relation to disclosure before the date of receipt from the other party; or
- (f) has been independently developed or acquired by the parties;

**'Conflict of Interest'** means any financial or property interest of the Organisation or any circumstance affecting the Consultant that is likely to conflict with, or adversely affect the ability of the Organisation to perform the obligation of the Organisation under this Agreement.

**'CPI'** means the consumer price index released quarterly by the Australian Bureau of Statistics (catalogue 6401.0) and which is used as indexation for the value of the Funds.

**'Department'** means that Department of the Government of the Commonwealth of Australia responsible for the oversight of Australia's National Reserve System, which is currently the Department of the Environment, Water, Heritage and the Arts, and which is from time to time responsible for the administration of this Agreement, or an agent appointed by the Department for the purpose of managing this Agreement.

**'Funds'** means the funds to be paid by the Commonwealth under this Agreement to the Organisation as specified in Item G;

**'Intellectual Property'** includes all copyright (including rights in relation to phonograms and broadcasts), all rights in relation to inventions (including patent rights), plant varieties,

registered and unregistered trademarks (including service marks), registered designs, and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;

**‘IUCN Protected Area Management Category’** means one of six categories applied to an area covered by the IUCN definition of a Protected Area and describing the level of the full spectrum of management objectives that applies specifically to that Protected Area.

**‘Land’** means, subject to clause 7.9, the land described in Item K.

**‘Liaison Officer’** means the person specified by name or position in Item B or any substitute notified in writing by the Department to the Organisation;

**‘Material’** includes information and the subject matter of any category of Intellectual Property rights;

**‘Minister’** means the Minister of State of the Commonwealth who is responsible for the administration of the National Reserve System, and includes any Minister acting for and on behalf of that Minister;

**‘National Reserve System’** means the purpose specified by the name ‘National Reserve System’ as a purpose of the Natural Heritage Trust of Australia Reserve, established under section 4 of the Natural Heritage Trust of Australia Act 1997 and if that purpose ceases to exist, such other purpose as, in the opinion of the Department, at the relevant time, is most nearly equivalent to that purpose of the National Reserve System.

**‘Other Contribution’** means the contribution to the Project other than the Commonwealth under this Agreement or the Organisation, as specified in Item H;

**‘Organisation’s Contribution’** means the contribution, if any, from the Organisation for the Project specified in Item H;

**‘Plan of Management’** means a detailed plan prioritising and scheduling management actions for the Protected Area.

**‘Program’** means the National Reserves Systems program which aims to establish and maintain a comprehensive, adequate and representative systems of reserves, and under which the Commonwealth is able to give the Funds to the Organisation;

**‘Project’** means the project described in Item C;

**‘Project Period’** means the period specified in Item D;

**‘Project Investigator’** means the person specified by name or position in Item A or any substitute notified in writing by the Organisation to the Department;

**‘Project Material’** means all Material:



- (a) brought into existence under this Agreement as part of, or for the purpose of, performing this Agreement;
- (b) incorporated in the Material referred to in paragraph (a); or
- (c) copied or derived from Material referred to in paragraphs (a) or (b);

**‘Protected Area’** means a protected area in accordance with the IUCN definition of a protected area for nature conservation, namely “an area of land and/or sea especially dedicated to the protection and maintenance of biological diversity, and of natural and associated cultural resources, and managed through legal or other effective means.”

**‘Restrictive Covenant’** means an agreement which is binding on successors in title to protect the nature conservation values of the property.

**‘State’** means the State or Territory in which the Land is situated.

1.2 In this Agreement, unless the contrary intention appears:

- (a) words importing a gender include any other gender;
- (b) words in the singular include the plural and words in the plural include the singular;
- (c) clause headings are inserted for convenient reference only and have no effect in limiting or extending the language of provisions to which they refer;
- (d) words importing persons include a partnership and a body whether corporate or otherwise;
- (e) all references to dollars are to Australian dollars;
- (f) reference to any statute or other legislation (whether primary or subordinate) is to a statute or other legislation of the Commonwealth as amended or replaced from time to time;
- (g) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (h) reference to an Item is to an Item in the Schedule;
- (i) the Schedule and any attachments form part of this Agreement;
- (j) where any conflict arises between the terms and conditions contained in the clauses of this Agreement and any part of the Schedule (and attachments if any), the terms and conditions of the clauses prevail;
- (k) where any conflict arises between any part of the Schedule and any part of an attachment, the Schedule prevails; and

- (l) reference to the Schedule (or an attachment) is a reference to the Schedule (or an attachment) to this Agreement, including as amended or replaced from time to time by agreement in writing between the parties.

1.3 This Agreement records the entire agreement between the parties in relation to its subject matter.

1.4 No variation of this Agreement is binding unless it is agreed in writing between the parties.

1.5 Any reading down or severance of a particular provision does not affect the other provisions of this Agreement.

## **2. Operation of Agreement**

2.1 This Agreement shall commence on the date first appearing in this Agreement.

## **3. Payment of Funds and Security**

3.1 Subject to Parliamentary appropriation, the Commonwealth agrees to pay the Funds to the Organisation in accordance with the payment schedule in Item G.

3.2 All net income received by the Organisation by way of interest earned on the Funds will be added to, and will form part of, the Funds for all purposes of this Agreement.

3.3 Where Item G provides that the Funds are to be paid by progressive instalments, the Commonwealth shall be entitled, without derogating from any other right it may have, to defer payment of an instalment until the Department has certified that the Organisation has completed to the satisfaction of the Commonwealth the part of the Project previous to the part to which that instalment relates, including the provision of any acquittances required under this Agreement, or that appropriate arrangements are in place to ensure the satisfactory and timely completion of any outstanding tasks.

3.4 Notwithstanding such deferral of any payments, the Organisation shall continue to perform its obligations under this Agreement.

3.5 The Organisation acknowledges that:

- (a) the contribution of funding to the Project by the Commonwealth in excess of the Funds is dependent on the approval of a further specific application for funding by the Commonwealth, which may be given or refused on any criteria the Commonwealth considers appropriate and is not limited to an assessment of the Organisation's performance under this Agreement.
- (b) despite any in-principle approval the Commonwealth may have given for the funding of the Project beyond the Project Period, the Commonwealth is not under any obligation to contribute any further funding in excess of the Funds, and will not be under any liability for not doing so; and
- (c) the contribution of any further funding for the Project by the Commonwealth is dependent on the execution of a further agreement by the Organisation on terms satisfactory to the Commonwealth.

- 3.6 The Organisation agrees to provide such security for the performance of its obligations under this Agreement as is requested by the Commonwealth.

### **3A Taxes, Duties and Government Charges**

- 3A.1 All taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement shall be borne by the Organisation.
- 3A.2 Without limiting the generality of sub-clause 3A.1, the Funds payable under this Agreement ('the Original Amount Payable') include an amount to cover any liability of the Organisation for Goods and Services Tax (GST) on any supplies made under this Agreement which are taxable supplies within the meaning of A New Tax System (Goods and Services Tax) Act 1999 (the GST Act).
- 3A.3 The Organisation agrees to reduce the Original Amount Payable to ensure that the benefit of any reduction in or removal of taxes, duties or charges which impacts on the costs to the Organisation in performing this Agreement is passed onto the Commonwealth. If a reduction to the Original Amount Payable is made under this clause, the reduced amount will become the 'Original Amount Payable' for the purposes of this Agreement.
- 3A.4 That part of the Funds which relates to the GST liability of the Organisation (the GST component), will not be payable until a tax invoice has been received by the Commonwealth.
- 3A.5 The Organisation agrees, in relation to taxable supplies made under this Agreement, to issue the Commonwealth with a tax invoice in accordance with the GST Act.

### **4. Organisation's Contribution and Other Contributions**

- 4.1 The Organisation agrees to provide the Organisation's Contribution for the Project.
- 4.2 The Organisation agrees to use its best endeavours in obtaining Other Contributions, and further agrees to notify the Commonwealth without delay if any Other Contributions are not received in accordance with the Item H.
- 4.3 The Organisation accepts responsibility for the provision of any additional funds which may be required to complete the Project.
- 4.4 The Organisation agrees to participate in such communication activities as are specified in Item F.

### **5. Use of the Funds**

- 5.1 The Organisation agrees to use the Funds:
- (a) only for the purposes of the Project; and
  - (b) only in accordance with the Approved Budget at Item H.
- 5.2 The Organisation may make a transfer of funds between expenditure items identified in the Approved Budget, subject to the following limitations:

- (a) the Organisation must seek approval in writing from the Department for any transfer(s) which exceed a total of 10% of the total Approved Budget for the financial year;
- (b) the total amount of transfers in any financial year shall not exceed 20% of the Approved Budget for that financial year.

## **6. Performance of Project**

6.1 In performing the Project the Organisation agrees to:

- (a) carry out the activities making up the Project as specified in Item C at a high standard;
- (b) meet the time frames and other performance requirements for the Project set out in Items C and E;

## **7. Acquisition of land and establishment of a private protected area for nature conservation**

### *7.1 Title to land*

7.1.1 The title to the Land will vest in the Organisation.

### *7.2 Restrictions on Use*

7.2.1 The Organisation agrees to establish the Land as a Protected Area for Nature Conservation purposes.

7.2.2 The Organisation must not use the Land (or permit the Land to be used) for any purpose other than a Protected Area. Management actions will be defined by the Interim Management Arrangements developed by the Project Steering Committee and a Plan of Management (or incorporation into the Plan of Management for the larger reserve if acceptable to the Project Steering Committee) which follows the general principles for a Plan of Management in Attachment 1. The Organisation must amend a draft Plan of Management to take account of any requirements which are agreed with the Department and re-submit the draft Plan of Management for final agreement with the Department in accordance with the timeframe specified in Item L. The Organisation must comply with the Plan of Management as finally agreed in writing by both parties.

7.2.3 If the Organisation or the Department considers that the Plan of Management as finally agreed requires amendment, the relevant party may so notify the other party in writing of the amendments which the notifying relevant party considers are desirable and give reasons in support of the notification. The other party shall consider any reasons notified by the relevant party and, within a reasonable time but not more than 60 days, advise the relevant party whether the other party agrees to the proposed amendment

### *7.3 Restrictive Covenant/power to dispose*

#### **7.3.1 Restrictive Covenant**

The Organisation must enter into a Restrictive Covenant with the State Government of the State or its designated agent, in accordance with the timeframe in Item E, by which the Organisation agrees not to

use the Land, or allow any other person to use the Land for any purpose other than a Protected Area or otherwise than in compliance with the provisions of this Agreement.

If the Organisation does not execute within 14 days of being required in writing by the Commonwealth to do so, an instrument in the form which is provided for the registration of the Restrictive Covenant by the Registrar-General (or equivalent statutory officer) for the State or Territory in which the Land is situated and does not do whatever is reasonably necessary to procure the registration of the Restrictive Covenant, the Organisation, by executing this Agreement, irrevocably appoints the Liaison Officer as the attorney for the Organisation in accordance with clause 7.4.3.

#### 7.3.2 Power to dispose

The Organisation must not, without the agreement of the Commonwealth, transfer, or agree to sell or transfer, the Land to any party. The Organisation may propose that the property be transferred or sold to:

- (a) Another Appropriate Environmental Organisation which will be required to first enter into an agreement with the Commonwealth in substantially the same terms and conditions as those contained in this agreement in which that other body agrees, inter alia, to use the land for the same purpose and implement the agreed plan of management, or
- (b) The State Government which will be required to first enter into an agreement with the Commonwealth to gazette and manage the property as a protected area under appropriate legislation.
- (c) If the Organisation seeks Commonwealth agreement to transfer, or to sell the Land to a party which is not listed on the Register of Environmental Organisations, the Organisation must first offer to sell or transfer the Land at market value to the Commonwealth (or an Appropriate Environmental Organisation nominated in writing for that purpose by the Liaison Officer). The Commonwealth or the party nominated by the Commonwealth (which may include the State Government) must notify the Organisation in writing within 14 days after receipt of the offer whether it accepts the offer. If the Organisation fails to comply with this clause 7.3.4(c), the Organisation will be in default for the purposes of clause 23.

#### Sale/Transfer value

- 7.3.3 If the Organisation and the Commonwealth have been unable to agree in writing upon the market value of the Land within one month after the Organisation has offered to sell or transfer the Land, the parties must refer the market value for resolution, in accordance with Clause 22, by an independent valuer practicing as a valuer in the State, whose decision shall be final and binding on the parties.
- 7.3.4 If the Organisation and the Commonwealth are unable to agree upon the person who is to be appointed as the independent valuer within one month after one party has requested the other party to so agree, the parties must request the President or other most senior official of the Division of the Australian Institute of Valuers and Land Economics in the State to appoint the independent valuer to determine the market value and the decision of the independent valuer shall be final and binding on the parties.

## Notifying the Commonwealth

- 7.3.5 The Organisation agrees to notify the Commonwealth immediately if it is unable to manage effectively the Protected Area for the purpose of nature conservation in accordance with the agreed Plan of Management.

## 7.4 *Security for Funding*

- 7.4.1 Without restricting the generality of Clause 3.6, the Organisation must, within 14 days of being required to do so in writing by the Commonwealth, grant a mortgage on the Land to the Commonwealth to secure the repayment of the Funds if the Commonwealth becomes entitled to demand repayment, securing the amount of the Funds (or such part of the Funds as the Commonwealth specifies in the notice in writing).
- 7.4.2 The mortgage shall be in the general form of mortgage which is contained in the Real Property Act 1900 (New South Wales) where the Land is situated in New South Wales or its nearest equivalent statutory form under the Act of the State or Territory in which the Land is situated which Act is most nearly equivalent to the Real Property Act 1900 (New South Wales) and shall contain such other terms and conditions as are, in the reasonable opinion of the Commonwealth, necessary to protect the interests of the Commonwealth in obtaining repayment.
- 7.4.3 If the Organisation fails to execute a mortgage, in accordance with Clause 7.4.1 within 14 days after being presented by the Commonwealth with the mortgage for execution, or an instrument leading to the registration of a restrictive covenant in accordance with Clause 7.3, the Liaison Officer may execute the mortgage or that instrument as attorney for the Organisation and the Organisation, by executing this Agreement irrevocably appoints the Liaison Officer as the attorney of the Organisation for that purpose and undertakes to confirm and ratify whatever the Liaison Officer may lawfully do for the purpose of executing the mortgage or that instrument, procuring the production of the instrument of title for the Land and procuring the registration of the mortgage or that instrument.
- 7.4.4 The Commonwealth agrees to discharge the mortgage once funds have been repaid in accordance with Clause 7.5.

## 7.5 *Repayment of Funds*

- 7.5.1 If the Organisation ceases to continue managing the Land to the standard specified in this Agreement prior to the end of 99 years from the date of commencement of this Agreement, the Organisation shall be liable to repay to the Commonwealth the Funds. The Commonwealth may by notice in writing to the Organisation, instead of repaying the Funds, require the Organisation to transfer the Land to another association or body which is an Appropriate Environmental Organisation which must enter into an agreement with the Commonwealth in substantially the same terms and conditions as those contained in this agreement in which that other body agrees, inter alia, to use the land for the same purpose and implement the approved plan of management.
- 7.5.2 If the Organisation fails to acquire all the properties included in this Agreement within the period specified, the Organisation shall be liable to repay to the Commonwealth that part of the Funds previously advanced for acquisition of any of the properties.

## 7.6 *Encumbrances*

7.6.1 The Organisation must not:

- (a) enter into any agreements, arrangements or commitments which are inconsistent with the purpose for which Funds are provided; and
- (b) encumber the Land without the prior written approval of the Commonwealth.

7.7 *Organisation (being an incorporated association) not to wind up or amalgamate without notice to Commonwealth*

7.7.1 The Organisation (being an association incorporated under the Associations Incorporation Act 1991 of the State) must not pass any special resolution that it be wound up unless the Organisation has first given at least 28 days notice in writing to the Commonwealth of that special resolution and has notified the Commonwealth of the steps which the Organisation proposes to take to provide for the repayment of the Funds from the property of the Organisation if the special resolution is passed.

7.7.2 The Organisation (being an association incorporated under the Associations Incorporation Act 1991 of the State) must not lodge with the Registrar of Incorporated Associations a joint application for the incorporation, as a single association, of the Organisation with another incorporated association unless the Organisation has first given at least 28 days notice in writing to the Commonwealth of the intention of the Organisation to lodge the joint application (specifying particulars of the proposed incorporation), and, where the Commonwealth gives notice to the Organisation requiring repayment of the Funds of the steps which the Organisation (or the single association, as the case requires) proposes to take to provide for the repayments of the Funds.

7.8 *Amendment to Constitution Documents*

7.8.1 If there is amendment of any of the Organisation's constitution documents or Articles of Association which renders it ineligible to continue as a Funding recipient or makes it incapable of complying with the provisions of this Agreement, the Commonwealth may by notice in writing terminate this Agreement and require the Organisation to repay the amount of the Funding, or the proportion which is repayable, or to sell or transfer the Land in accordance with Clause 7.5.

**8. Principles of Management of Protected Area**

8.1 The Organisation agrees/acknowledges that from the date of commencement of this agreement the Land is to be managed for 99 years in accordance with the following general principles for the management of protected areas:

- preserve and protect the land in its natural condition as part of the National Reserve System;
- preserve and protect indigenous flora, fauna and habitats;
- exterminate or control exotic flora and fauna;
- preserve and protect specific ecological, scenic, cultural and other nominated features;
- protect persons and property from injury or damage by wild fire

- provide for visitor use and public education appropriate to the values of the Land;
- other uses as detailed in Item L.

If, however, the Commonwealth, in accordance with clause 7.3.2 has agreed to the sale or transfer of the Land to another Appropriate Environmental Organisation or to the State Government or to the Commonwealth itself, or, in accordance with clause 7.5.1, the Commonwealth has required the Organisation to transfer the Land to another Appropriate Environmental Organisation which has entered into an agreement with the Commonwealth of the type referred to in clause 7.5.1, these obligations of the Organisation under clause 8.2 shall cease once the relevant sale or transfer of the Land is completed.

- 8.3 The Organisation agrees/acknowledges that the specific objectives for the land are those listed in Item K.

## **9. Management of the Funds**

- 9.1 Unless stipulated to the contrary in Item I, the Organisation shall pay all of the Funds received by it into an account maintained with an established financial institution such as a bank, building society or credit union operating in Australia. The Organisation shall identify the receipt and expenditure of those moneys in separate accounts within the Organisation's accounting records.
- 9.2 The Organisation shall cause to be kept proper accounts and records of its transactions and affairs in relation to use of the Funds in accordance with accounting principles generally applied in commercial practice and as required by law, and shall do all things necessary to ensure that all payments out of its moneys are correctly made and properly authorised and adequate control is maintained over the incurring of liabilities.
- 9.3 The Organisation agrees to notify identifying details of the account maintained under Clause 9.1, and provide documentary evidence of compliance with this clause, to the Commonwealth on request.

## **10. Assets**

- 10.1 Ownership of each Asset will vest in the Organisation.
- 10.2 Assets must be used during the Project Period only for the purposes of the Project, unless otherwise approved in writing by the Department.
- 10.3 Assets must be identified in the Approved Budget.
- 10.4 Details of the sale, disposal or write-off of Assets during the Project Period must be included in the financial statements provided by the Organisation under this Agreement.
- 10.5 In the event that any Assets are disposed of, lost, stolen or damaged during the Project Period, any moneys (including insurance payouts) received in relation to such disposal, loss, theft or damage must be used for the purposes of the Project and disclosed in the financial statements.



10.6 The Organisation will be fully responsible for, and will bear all risks arising in relation to, the use of the Assets in the Project, and agrees to maintain all appropriate fire and other general insurances in respect of the Assets, unless specific exemption is given, in writing, by the Department.

10.7 This clause is subject to clause 7.

## **11. Record Keeping and Reporting**

11.1 The Organisation agrees to keep full and accurate record books covering all aspects of the Project and to retain such records for at least the number of years specified in Item I from the date of receipt of Funds from the Commonwealth.

11.2 The records kept by the Organisation must include records of the performance of the Project, including whether time frames and performance requirements for the Project have been met.

11.3 The Organisation agrees to report promptly to the Commonwealth throughout the Project Period concerning:

- (i) any significant developments in or concerning the Project; and
- (ii) any significant delays or difficulties encountered in performing the Project in accordance with this Agreement.

11.4 The Organisation agrees to provide the Commonwealth with written reports on the progress of the performance of the Project at the times and in the manner specified in Item L.

11.5 The Organisation agrees to provide the Commonwealth with a Final Report in respect of the Project as specified in Item L.

11.6 The Commonwealth may require the establishment of a Steering Committee whose membership, role and responsibilities will be as set out in Item L.

11.7 The Organisation agrees to liaise with and report regularly to any Steering Committee established under Clause 11.6.

## **12. Financial Statements and Acquittal of Funds**

12.1 Within two (2) months of the completion of the financial year or earlier termination of this Agreement, the Organisation must forward to the Department;

- (a) an audited statement of receipts and expenditure in respect of the Project certified by an Accountant which shall include a definitive statement as to whether the financial accounts are true and fair and
- (b) a statement of compliance signed by the General Manager and the Manager of Finance of the Organisation certifying whether all of the Funds received were expended for the purpose of and in accordance with this Agreement and whether the Organisation's contribution and the contributions of other parties apart from the Commonwealth were expended for the purposes of the Project.

- 12.2 All Funds unexpended or not acquitted to the satisfaction of the Department by the end of the Financial Year in which the Funds were paid shall be repaid to the Commonwealth within 60 days of the Department notifying the Organisation that it requires such payment.
- 12.3 If any monies due to the Commonwealth remain unpaid or unrepaid after the date on which they should have been paid or repaid the Commonwealth is entitled to be compensated for the loss suffered by reason of the withholding of those moneys. The recompense to the Commonwealth for the loss, caused by either the expense of borrowing other money in place of, or the loss of investment opportunity of, money unpaid or unrepaid, is to be interest on the amount of the money unpaid or unrepaid at the weighted average yield of the 13 week Treasury Notes allotted in the latest tender of those Notes prior to the date on which the money unpaid or unrepaid first becomes payable or repayable plus a margin of one percent.
- 12.4 The Organisation agrees, if requested in writing by the Commonwealth, to make available for inspection by officers of, or by other persons appointed by, the Commonwealth, all books, accounts, receipts, printed or electronic material and other documents relating to the expenditure by the Organisation of the whole or any part of the Funds.

### **13. Eligibility of proponent to continue with this agreement**

- 13.1 The Organisation must immediately notify the Commonwealth in writing if it becomes aware of it not being an Appropriate Environmental Organisation which may affect its eligibility to continue as a Funding recipient or its capacity to comply with the provisions of this Agreement.

### **14. Project Material**

- 14.1 Intellectual Property in all Project Material vests or will vest in the Organisation. The Organisation grants to the Commonwealth a permanent, irrevocable, royalty-free, world-wide, non-exclusive licence (including a right of sublicense) to use, reproduce, adapt and exploit the Project Material.
- 14.2 To the extent that any pre-existing Material owned by the Organisation or a third party is incorporated in the Project Material, the Organisation grants to the Commonwealth a permanent, irrevocable, royalty-free, world-wide, non-exclusive licence (including a right of sublicense) to use, reproduce, adapt and exploit any such existing Material in conjunction with the other Project Material.
- 14.3 If requested by the Commonwealth, the Organisation agrees to bring into existence, sign, execute or otherwise deal with any document which may be necessary or desirable to give effect to this Clause 14.
- 14.4 The Organisation warrants that it is entitled, or will be entitled at the relevant time, to deal with the Intellectual Property in the Project Material in the manner provided for in this Clause 14.

### **15. Acknowledgment & Publications**

- 15.1 The Organisation must acknowledge in a form of words approved by the Liaison Officer the provision by the Commonwealth of financial assistance, in any public statement which mentions the Land or the Project in any material, printed or otherwise, produced for or as a result of this agreement.
- 15.2 The Organisation shall erect and maintain a sign at the main entrance to the Land which contains contact information and acknowledges the assistance by the Commonwealth in the form designated in Item M.

- 15.3 The Commonwealth will, where appropriate, acknowledge the Organisation in any use of the Project Material.

## **16. Disclosure of Information**

- 16.1 Either party may, subject to any agreement by the parties to the contrary, disclose to any person or publish any contract material with the exception of any Confidential Information or Material. The Department may give written approval to the Organisation to disclose or publish Material, but in giving such written approval, the Department may impose such terms and conditions as it thinks fit.
- 16.2 The Department may at any time require the Organisation to give and to arrange for its officers, employees, agents and sub-contractors engaged in the performance of the Project to give written undertakings, in a form required by the Department, relating to the non-disclosure of Confidential Information. The Organisation will promptly arrange for all such undertakings to be given.
- 16.3 The Organisation agrees with respect to services to be performed under this Agreement to comply with the Information Privacy Principles set out in section 14 of the *Privacy Act 1988* and to comply in so far as is practicable with any policy guidelines laid down by the Commonwealth or issued by the Privacy Commissioner from time to time relating to the handling of personal information.
- 16.4 This clause will survive the expiration or termination of this Agreement.

## **17. Conflict of Interest**

- 17.1 The Organisation warrants that, to the best of its knowledge, after making diligent inquiry, at the date of signing this Agreement no commercial conflict with the interests of the Commonwealth exists or is likely to arise in the carrying out of its obligations under this Agreement.
- 17.2 If, during the term of this Agreement, such a conflict of interest arises, or appears likely to arise, the Organisation agrees to:
- (a) notify the Commonwealth immediately in writing;
  - (b) make full disclosure of all relevant information relating to the conflict;
- and
- (c) take such steps as the Commonwealth may reasonably require to resolve or otherwise deal with the conflict.
- 17.3 If the Organisation does not notify the Commonwealth or is unable or unwilling to resolve or deal with the conflict as required, the Commonwealth may terminate this Agreement in accordance with the provisions of Clause 23.
- 17.4 The Organisation shall not, and shall ensure that any employee of the Organisation does not, engage in any activity or obtain any interest during the course of this Agreement that is likely to conflict with or restrict the Organisation in performing the Project, and shall make its best endeavours to ensure that any agent or subcontractor does not so engage.

## **18. Subcontracting**

- 18.1 The Organisation agrees not to sub-contract the performance of the whole or any part of the Project without the prior written approval of the Commonwealth. Approval shall not be unreasonably withheld.
- 18.2 Despite any approval to sub-contract from the Commonwealth, the Organisation remains fully responsible for the performance of its obligations under this Agreement and is fully responsible for ensuring the suitability of a subcontractor and that work carried out by the subcontractor is satisfactory.

## **19. Access to Organisation's Land**

- 19.1 The Organisation agrees to give to the Liaison Officer or any persons authorised in writing by the Liaison Officer, reasonable access to the Land, and permit those persons to inspect the Land.
- 19.2 The Organisation agrees to grant reasonable access to the Land to interested members of the public, in accordance with requirements of the Plan of Management.

## **20. Indemnity**

- 20.1 The Organisation agrees to indemnify the Commonwealth in relation to the Project from and against any:

- (a) liability incurred by the Commonwealth;
- (b) loss of or damage to property of the Commonwealth; or
- (c) loss or expense incurred by the Commonwealth in dealing with any claim against it including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used or disbursements paid by the Commonwealth,

arising from:

- (d) any act or omission by the Organisation, its officers, employees, agents or subcontractors in connection with this Agreement, where there was fault on the part of the person whose conduct gave rise to the liability, loss, damage, or expense;
  - (e) any breach by the Organisation of its obligations or warranties under this Agreement; or
  - (f) the use by the Commonwealth of the Project Material, including any claims by third parties about the ownership or right to use Intellectual Property Rights in Activity Material or Existing Material.
- 20.2 The Organisation's liability to indemnify the Commonwealth under Clause 20.1 will be reduced proportionately to the extent that any negligent act or omission of the Commonwealth contributed to the relevant liability, loss or damage, or loss or expense.
- 20.3 The right of the Commonwealth to be indemnified under this Clause 20 is in addition to, and not exclusive of, any other right, power or remedy provided by law, but the Commonwealth is not entitled to be compensated in excess of the amount of the relevant liability, loss or damage, or loss or expense.
- 20.4 In this Clause 20, "Commonwealth" includes officers, employees and agents of the Commonwealth.
- 20.5 This clause 20 will survive the expiration or termination of this Agreement.

## **21. Insurance**

21.1 The Organisation agrees, for so long as any obligations remain in connection with this Agreement:

- (a) to effect and maintain the insurance specified in Item J for all the Organisation's obligations under this Agreement, including those which survive the expiration or termination of this Agreement;

and

- (b) upon request, provide proof of insurance acceptable to the Commonwealth.

## **22. Dispute Resolution**

22.1 The parties agree that any dispute arising during the course of this Agreement will be dealt with as follows:

- (a) first, the party claiming that there is a dispute will send to the other a notice setting out the nature of the dispute;
- (b) secondly, the parties will try to resolve the dispute by direct negotiation, including by referring the matter to persons who may have authority to intervene and direct some form of resolution;
- (c) thirdly, the parties have 10 business days from the sending of the notice to reach a resolution or to agree that the dispute will be submitted to mediation or some other form of alternative dispute resolution procedure; and
- (d) lastly, if:
  - (i) there is no resolution or agreement; or
  - (ii) there is a submission to mediation or some other form of alternative dispute resolution procedure, but there is no resolution within 15 business days of the submission, or such extended time as the parties may agree in writing before the expiration of the 15 business days,

then, either party may commence legal proceedings.

22.2 Despite the existence of a dispute, the Organisation will (unless requested in writing not to do so) continue to perform its obligations under this Agreement.

22.3 This clause 22 does not prevent either party from acting under Clause 23, or from applying to a Court for an order, in case of urgency.

## **23. Termination and suspension, and Recovery of Funds**

23.1 Where:

- (a) notwithstanding any other clause in this Agreement, as a result of a change in government policy after the signing of the contract of sale for the property funds for funding under the

Program are to cease or be reduced;

- (b) the Commonwealth is reasonably satisfied that the terms and conditions of this Agreement have not been complied with by the Organisation;
- (c) the Commonwealth, by notice in writing, requests the Organisation to take action to meet a time frame, performance requirement or expected outcome specified in the Schedule and, after one month from the date of the notice, the Organisation has failed to take that action;
- (d) the Commonwealth is reasonably satisfied that any material statement made in an application for the Funds is incorrect or incomplete in a way which would have affected the original decision to approve the Funds;
- (e) the Commonwealth is not reasonably satisfied that the purposes and activities of the Organisation remain compatible with the objectives of the Project;
- (f) the Organisation fails to comply, or in the reasonable opinion of the Commonwealth fails to adequately comply, with its reporting obligations under the Agreement;
- (g) the Organisation, by notice in writing given to the Commonwealth, withdraws from the performance of the Project;
- (h) the Organisation goes into insolvency, liquidation or a receiver or receiver and manager or mortgagee's or chargee's agent is appointed or, in the case of an individual, becomes bankrupt or enters into a scheme of arrangement with creditors; or
- (i) if the Organisation is in receipt of funding under any other agreement made with the Commonwealth under the legislation referred to in clause 24 and breaches that other agreement;

the Commonwealth may, in its absolute discretion, by notice in writing given to the Organisation:

- (j) terminate this Agreement; or
- (k) suspend payment of the Funds pending a review by the Commonwealth of the future performance of the Project.

23.2 Where the Commonwealth terminates this Agreement under Clause 23.1 the Commonwealth shall not be obliged to pay to the Organisation any outstanding amount of the Funding.

23.3 Subject to provisions of Clause 5, the Commonwealth may at any time, :

- (a) recover from the Organisation as a debt due to the Commonwealth; or
- (b) set off against any other amount payable by the Commonwealth to the Organisation;

any amount of the Funds which:

- (c) the Commonwealth is reasonably satisfied has been expended or committed by the Organisation in contravention of this Agreement;
- (d) cannot be acquitted against the Approved Budget to the reasonable satisfaction of the Commonwealth; or
- (e) is not repaid to the Commonwealth in accordance with Clause 12.

#### **24. Compliance with Law**

- 24.1 The Organisation shall in carrying out this Agreement comply with the provisions of any relevant statutes, regulations, by-laws, and requirements of any Commonwealth, State, Territory or local authority.

#### **25. Negation of Employment, Partnership and Agency**

- 25.1 The Organisation agrees not to represent itself, and to use its best endeavours to ensure that its officers, employees, agents and subcontractors do not represent themselves, as being an officer, employee, partner or agent of the Commonwealth, or as otherwise able to bind or represent the Commonwealth.
- 25.2 The Organisation is not by virtue of this Agreement an officer, employee, partner or agent of the Commonwealth, nor does the Organisation have any power or authority to bind or represent the Commonwealth.

#### **26. Waiver**

- 26.1 If a party does not exercise (or delays in exercising) any of its rights, that failure or delay does not operate as a waiver of those rights.
- 26.2 A single or partial exercise by a party of any of its rights does not prevent the further exercise of any right.
- 26.3 In this Clause 26, 'rights' means rights or remedies provided by this Agreement or at law.

#### **27. Transfer and Variation**

- 27.1 The Organisation cannot transfer its obligations, and agrees not to transfer its rights, under this Agreement without, in either case, prior approval in writing from the Commonwealth.
- 27.2 The Organisation agrees not to consult with any other person for the purposes of entering into an arrangement that will require variation of the Agreement without first consulting the Commonwealth.

#### **28. Applicable Law**

- 28.1 The laws in the Australian Capital Territory apply to this Agreement.

## **29. Notices**

- 29.1 Any notice, request or other communication to be given under this Agreement is to be in writing and dealt with as follows:
- (a) if given by the Organisation to the Department – marked for the attention of the Liaison Officer at the address indicated in Item B or as otherwise notified by the Department; or
  - (b) if given by the Department to the Organisation – signed by the Liaison Officer and marked with the address indicated in Item A or as otherwise notified by the Organisation.
- 29.2 Any notice, request or other communication is to be delivered by hand, sent by pre-paid post or transmitted electronically, and if it is sent or transmitted electronically a copy is to be sent to the addressee by pre-paid post.
- 29.3 A notice, request or other communication will be deemed to be received:
- (a) if delivered by hand, upon delivery;
  - (b) if sent by pre-paid ordinary post within Australia, upon the expiration of 2 business days after the date on which it was sent; and
  - (c) if transmitted electronically, upon receipt by the sender of an acknowledgment that the communication has been properly transmitted to the recipient.

## **30. Animal Ethics**

- 30.1 Where the Project involves the use and care of living non-human vertebrate animals or tissue for scientific purposes, the Organisation will be responsible for obtaining review and approval for such scientific purposes from a recognised animal ethics committee operating under the Australian Code of Practice for the Care and Use of Animals for Scientific Purposes.
- 30.2 The Organisation agrees to provide the Liaison Officer with a certificate of compliance with the appropriate guidelines prior to the commencement of any such scientific activities.
- 30.3 The Commonwealth reserves the right to terminate this Agreement in accordance with Clause 23 should the certificate referred to in Clause 30.2 not be provided.
- 30.4 The Organisation agrees to comply with any legislation, regulations, and/or codes of practice relating to animal welfare in force in the State.



## **THE SCHEDULE**

### **A. Project Investigator (Organisation) Mr Peter Davies**

Contact address: Ku-ring-gai Council  
Locked Bag 1056, Pymble NSW 2073

Telephone: (02) 9424 0888

Facsimile: (02) 9424 0880

Email: pdavies@kmc.nsw.gov.au

### **B. Liaison Officer (Department) Mr Bruce Cummings**

Contact address: GPO Box 787 CANBERRA ACT 2601

Telephone: (02) 6274 2507

Facsimile: (02) 6274 2349

Email: bruce.cummings@environment.gov.au

### **C. The Project**

#### **Project Number N274 Acquisition of 102 Rosedale Road St Ives**

Acquisition of the Land, comprising the land described in real property description, and its establishment and management as a protected area – local government reserve with a conservation covenant on title.

The Funds shall only be used by the Organisation to meet the direct costs of acquiring the Land. The Land is located approximately 0.62km from St Ives at Lat: 33° 44'S, Long 151° 09'E, as shown on the maps at Attachment 2.

### **D. Project Period**

The Project Period shall commence on the date of this Agreement, and be completed within twelve (12) months of signing of the Agreement.

### **E. Project Time frame**

The Land is to be acquired within six months of the date of this Agreement. The Land is to be classified as Community Land as defined within the *Local Government Act 1993*, and an Order is to be placed over the title of the Land specifying that the land is to be used for Open Space Recreational Purposes only within twelve months after the purchase of the Land. A Voluntary Conservation Agreement placed over the title

within twelve months after purchase of the Land has been completed. Extension of this period may be granted where circumstances make this timeline impractical, upon written request to the Department.

#### **F. Communication Activities and Acknowledgment**

Copies of all media releases and other publicity material resulting from the project shall be forwarded to the Department.

Any publicity events associated with this project will be organised in consultation with both parties and the office of the Minister for the Environment, Heritage and the Arts to optimise opportunities for their representation at such events.

#### **G. Funds**

The Commonwealth will contribute to costs associated with acquisition of the Land, up to a maximum of three hundred and fifty thousand excluding GST.

The funds payable by the Commonwealth under this agreement shall in no circumstances exceed the sum of \$350,000 (excl GST).

Payment of the Commonwealth's contribution to the acquisition costs of the Land will be made within thirty (30) days of receipt of evidence of a legal agreement being entered into to purchase the Land

The Commonwealth reserves the option to be present at settlement of the Land.

#### **H. Approved Budget**

Statement of Total Project Funding Sources:

Commonwealth:	up to \$350 000 excluding GST
GST component:	up to \$35 000
Organisation's Contribution:	\$800,000 excluding GST
GST component:	\$80,000

#### **I. Records and Reporting Requirements**

The Organisation must retain financial records for at least 7 years from the date of receipt of Funds from the Commonwealth.

The Organisation must prepare and provide to the Department Management Plans and regular reports as specified in Item L.

Two (2) copies of all reports and other documentation and three (3) copies of the final, agreed Plan of Management must be forwarded to the Department.

#### **J. Insurance**

The Organisation shall maintain:

- workers' compensation insurance for an amount required by the relevant State or Territory legislation; and
- public liability insurance for an amount of not less than \$5,000,000 (five million dollars).
- professional indemnity insurance for an amount of not less than \$1,000,000 (one million dollars).
- insurance of all improvements on land purchased with the Funds, indexed to the CPI and reviewed annually.

## **K. Acquisition of Land**

### **1. Land to be purchased:**

102 Rosedale Road, St Ives, being Lot 12, DP 17431 and containing 0.5187 hectares.

#### **1.1 Objectives for the Land**

The Land is to be purchased for the purpose of establishing a protected area to protect the significant values of the site. It be used as a protected area for nature conservation and classified as Community Land under the Local Government 1993. A Voluntary Conservation Agreement is to be placed over the title of the Land and the site will be covered by Council's Bushland Reserve Plan of Management – Adopted 2006, in conjunction with the adjoining Council reserves.

On-ground management of the protected area will facilitate the involvement of the local community, including as volunteers, through Council's Bushcare Program, a model of community participation and capacity building which delivers bush regeneration programs in the Ku-ring-gai local government area.

#### **1.2 Significant features of the Land**

The proposal will make an important contribution towards the protection of the EPBC-listed critically endangered Blue Gum High Forest, consolidating the reservation of what is recognised as the largest area (17 ha) in good condition and most floristically diverse remnant of this community known.

The purchase of this portion of Blue Gum High Forest by Ku-ring-gai Council and its management in sympathy with the adjoining Nature Reserve provides an outstanding example of the role of local government in the development and management of Australia's National Reserve System. The capacity of Ku-ring-gai Council to engage the local community in the management and restoration of this new protected areas is vital for the long term protection of this key bushland remnant in an urban environment.

## **L. Management of Land**

### **1. IUCN Category**

- The Land will be managed in accordance with the intent of IUCN Category IV, Habitat/Species Management Area: Protected area managed mainly for conservation through management intervention.

**DEFINITION:** Area of land and/or sea subject to active intervention for management purposes so as to ensure the maintenance of habitats and/or to meet the requirements of specific species.

The level of active intervention applied, where it is required to favour a specific species or habitat, is a distinguishing feature between Category IV and Category Ia. Normal management activities such as control of wildlife, feral animals and weeds do not constitute active intervention as their intent is not to alter the natural systems of an area.

- **OBJECTIVES OF MANAGEMENT:**

- \* **to secure and maintain habitat conditions necessary to protect significant species, groups of species, biotic communities or physical features of the environment where these require specific human manipulation for optimum management.**

The protected area should be of sufficient size and natural or manipulated quality to maintain a species in its habitat or to maintain a portion of the life cycle of a particular species. Manipulation is selective alteration of habitats to favour a certain species.

- \* **to facilitate scientific research and environmental monitoring as primary activities associated with sustainable resource management.**

- \* **to develop limited areas for public education and appreciation of the characteristics of the habitats concerned and of the work of wildlife management.**

Public education and appreciation does not necessarily include active recreation. Any recreation within such areas should have no deleterious effects upon the nature conservation objective.

- \* **to eliminate and thereafter prevent exploitation or occupation inimical to the purposes of designation.**

The purposes of the area should be defined in a plan of management or an equivalent document. Any activity which is deleterious or contrary to the management intent of the area should be excluded. In practice, minor areas of exploitation or occupation may have been developed before reservation of an area. These may be within the protected area or adjoining it. These activities should not have a deleterious effect on the area, for example through pollution. Examples of deleterious activities may include mining, logging, grazing and inappropriate recreation activities. Policies should be in place to phase out these activities.

- \* **to deliver such benefits to people living within the designated area as are consistent with the other objectives of management.**

Subsistence use of the area is acceptable where the scope and extent of such activity does not have a detrimental impact on biodiversity and is clearly defined in a Plan of Management or other similar document. Non-subsistence uses must be consistent with other objectives of management and their primary objective must be to deliver tangible benefits to people living within the designated area. Commercial harvesting of feral animals may be acceptable in this context. Where not provided for in a management plan or equivalent plan, non-subsistence uses for any commercial production or trade are unacceptable.

2. It is a condition of the use of Commonwealth funding for the activities under this Agreement that the following requirements relating to the use and management of the Land be complied with:

- The primary purpose of all management actions be the maintenance and where possible the enhancement of biodiversity values.
- A conservation covenant, consistent with the Objectives of Management, be placed on the title to the Land.
- Procedures for the preparation and future review of the management plan are acceptable to the Department, including public consultation processes.

- A Steering Committee is established which provides for representation by the Organisation, the Commonwealth and the Department of Environment and Climate Change.
- The composition and terms of reference for the Steering Committee be agreed by the Commonwealth.
- The Organisation complies with all requirements of the *Native Title Act 1993*.
- The Land is not to be subdivided (apart from the issuing of a separate certificate of title in relation to the Residence and Surrounds).
- The Land is to be available for public access.
- The Organisation will conduct an extensive monitoring program to ensure and demonstrate the ongoing protection of biodiversity values.
- The Organisation has an ongoing obligation to advise the Commonwealth whether there is any fact or matter (such as an application or claim in relation to the land) that would affect the establishment of the proposed reserve, and provide full details of any such matter. Funding is provided on the basis that the Organisation has made, and will continue to make, all due inquiries to ascertain whether or not any such fact or matter exists.

### 3. Preparation of Management Plan

The Organisation agrees to prepare a comprehensive and agreed plan of management addressing, as a minimum, each item of the guidelines at Attachment 1 to this agreement.

The Plan of Management will be prepared in accordance with the following timetable:

Draft Plan of Management	Within 6 months of signing of Agreement
Agreement of Plan of Management	Within 9 months of signing of Agreement

### 4. Reporting Requirements

The Organisation agrees to provide to the Department, within 2 months of signing of Agreement;

- detailed information regarding the location of the Land in computer readable form suitable for inclusion in an appropriate GIS database, and
- an agreed number of publication quality digital images of the project, with descriptive captions.

The Organisation agrees to provide monthly updates on progress towards establishment of the protected area until such time as the Plan of Management is agreed.

The Organisation agrees to provide a written report on performance against targets of the Plan of Management annually by 30 June each year.

All requirements relating to the role of the State in reporting on the National Reserve System programme are to be forwarded to the Department of Environment and Climate Change when requested.

## 5. Steering Committee

A Steering Committee for the project, which includes members representing the Organisation, the Department, and the Department of Environment and Climate Change, will be formed. The Steering Committee will meet a minimum of twice annually with the first meeting within 30 days of signing of this agreement. The Steering Committee will be responsible for overseeing the establishment of the nature conservation covenant and the development and implementation of the Plan of Management as well as overseeing management of the property, monitoring management effectiveness and endorsing all reports prior to their release to the Department and others.

## M Signage

The Organisation shall erect and maintain a sign at the main entrance to the Land which will include contact information and the following acknowledgment of assistance by the Commonwealth:

*[Australian Government logo]*

***This land was purchased for the purpose of nature conservation with the assistance of the Australian Government under the Natural Heritage Trust's National Reserve System Programme.***

***Permission is needed before access to this land.***

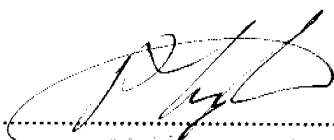
***Please contact [insert appropriate name and contact information] for details.***

**EXEC**

**SIGNED** as an Agreement

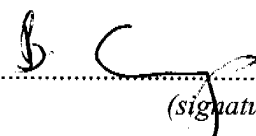
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COMMONWEALTH OF AUSTRALIA )

by PETER TAYLOR )  
(print full name)

  
(signature)

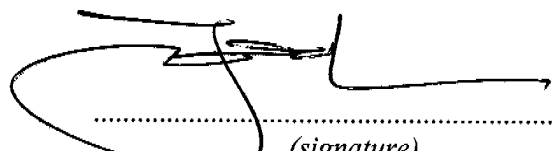
In the Presence of: [Witness]

BRUCE CUMMINGS )  
(print full name)

  
(signature)

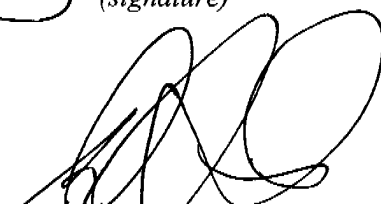
SIGNED on behalf of the ORGANISATION )

by JOHN MICHAEL MCKEE )  
(print full name)

  
(signature)

In the Presence of: [Witness]

DEBORAH ANNE SILVA )  
(print full name)

  
(signature)

***Guidelines for compiling Plans of Management for the NRS programme***

Plans of Management for properties supported by the National Reserve System (NRS) communicate ideas and outline problems to support practical and achievable strategies and actions that will lead to the achievement of the primary management objective and inform the manager on the effectiveness of the actions undertaken. Under the NRS standards, the plan must have performance indicators and be subject to independent, public scrutiny and reporting. It must be authorised by the State, Territory or Australian Government (or Agency responsible for protected areas).

All uses must be in keeping with the primary conservation objective. Uses, including access for the public and those associated with use or exploitation of natural and cultural resources, must be secondary to the primary conservation objective. These uses must also be specified in the plan.

Management planning documents should be appropriate to suit the nature of the protected area. Plans should be subject to regular review and updating. Public contribution and consultation should take place where the land has been acquired with the assistance of public funds. The extent of consultation should be appropriate to the area. For private protected areas the extent of the plan of management and the extent of consultation is negotiated in the contract establishing the protected area.

The following points are guidelines for what to include in your plan of management:

- Begin with the objective for management of the protected area including a statement of your, the manager's, intent in accordance with the IUCN categories for protected area management. Include what the protected area will be used for and the priority of each use. Include any intentions regarding access to the site by others.
- Describe the process followed to develop the plan including consultation with relevant interests and agreement of the final product.
- Detail the background. Include how the protected area came into existence, any legal or other obligations you have as the protected area manager (e.g. details of any covenant, management agreement or caveat, legislative requirement in respect to endangered species). Include acknowledgment of assistance to the plan's development from the Commonwealth Government through the NRS Programme and any other contributors. Describe the protected area, noting particularly the values that make the area special, any nationally significant species, communities or ecosystems, and any known complementary protected areas in the network or regional context. Include relevant maps and pictures.
- Describe the protected area, its ecosystems, condition and threats as it exists prior to implementation of the plan.
- Outline the objectives of the plan of management and what you, the manager, intend to achieve by implementing the plan. Include details of when and how the plan will be revised.
- Consider the implications of climate change on the protected area and outline strategies to address the impact of climate change on the protected area.
- The protected area may be zoned to reflect different management objectives for the varying use of the protected area.
- Describe how you will measure that you have achieved the objectives.



- Include a series of management issue-based action plans which will be carried out to achieve each of your management objectives, with planned dates for implementation.
- Include any requirements for monitoring, study or research, capital works, interpretation, fire management, visitor management, etc.
- Include details of the resources required to carry out the work in the form of a realistic budget.
- Include a schedule for review of the Plan of Management.
- Include an adequate selection of maps of the site, its regional context, access, uses, features, natural and cultural values, management zones, and action plans.
- Include a comprehensive a list as possible of the species and ecosystems occurring on the site, with particular reference to any threatened status at a national, state and regional level.

## Key content of the Plan of Management

### Summary

#### Acknowledgements

- Funding contributors to establish and manage the protected area
- Contributors to the preparation of the plan of management

### Table of Contents

#### Description of the protected area

##### Location

##### Natural values

- Climate including climate change projections
- Geology, landform and soils – geo-diversity and heritage
- Hydrology – surface and subsurface
- Species – flora and fauna – regional, state and national conservation status
- Ecosystems – IBRA regions through to local ecosystems – regional to national conservation status
- Significant biodiversity - endemism, refuges, wetlands, migration, assemblages

##### Environmental values

- Ecosystem services
- Carbon sequestration

##### Cultural values

- Indigenous – archaeology and social
- Non-indigenous – archaeology, recreation

#### Integrity

##### Previous management

- Assets
- Threats
- Risks

##### Condition

- Present condition
- Past and future trends

##### Bioregional and landscape context

- IBRA
- Catchment
- Local Planning context

##### CAR contribution

- Comprehensiveness at an IBRA level
- Representativeness at an IBRA Sub region level

##### Threats and threatening processes

- Weeds
- Vermin
- Fire
- Erosion

- Mining
- Timber extraction
- Total visitor numbers
- Total grazing pressure

#### Vulnerability to change

- Climate
- Water availability
- Land use
- Salinity

### **Management Framework**

Purpose of the protected area

Protection mechanism

IUCN management category and management objectives

Joint Management

Management Issues

Objectives

Zoning

Actions

Monitoring

Research

Management infrastructure

Plan of management review schedule

Supplementary plans and programs

- Visitor Management Plan
- Monitoring and evaluation program
- Fire Management Plan
- Threatened Species and Ecosystems Recovery Plan(s)

### **References**

#### **Appendices**

Species list

Ecosystems list

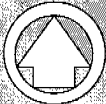
Annual Work program

### **Best Practice in Protected Area Management Planning – May 2000:**

<http://www.environment.gov.au/parks/best-practice/reports/management-planning/pubs/protected-area-management.pdf>

# LOCATION SKETCH

102 Rosedale Road, ST IVES



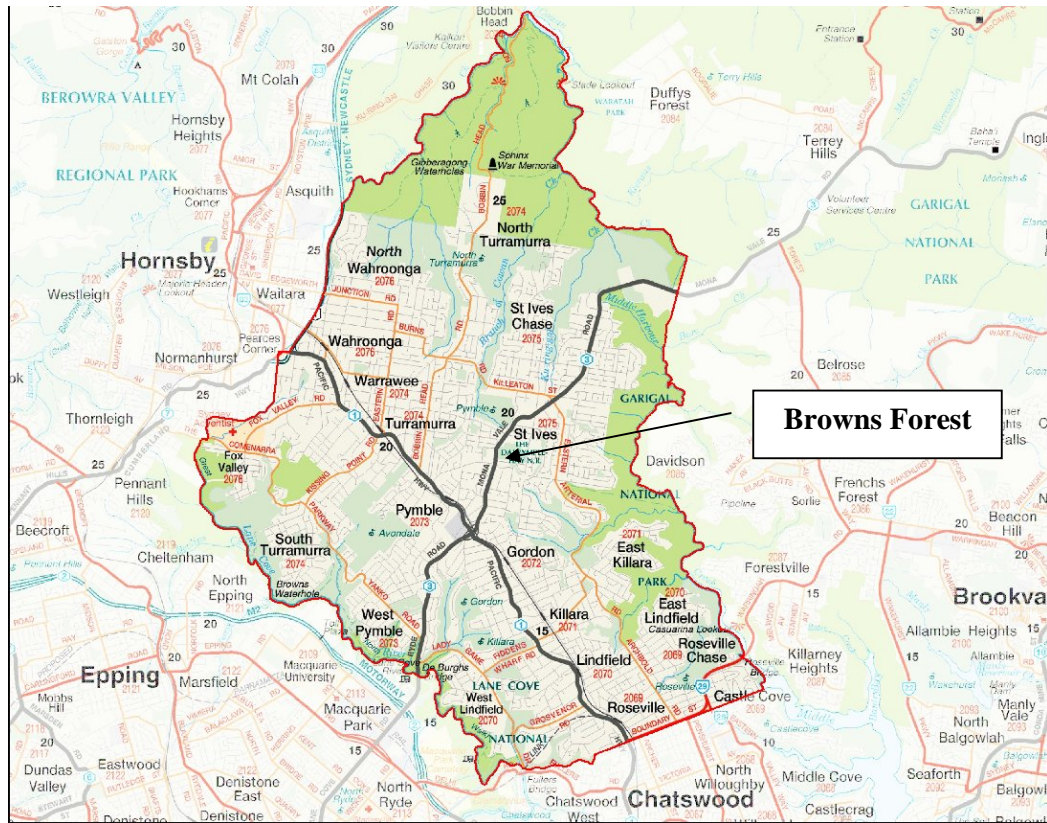
SCALE: 1:2000

DATE: 09-01-2008



SUBJECT LAND





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## **FUNDING REQUEST FROM TURRAMURRA ROTARY FOR GRAFFITI REMOVAL**

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### **EXECUTIVE SUMMARY**

**PURPOSE OF REPORT:**

For Council to consider a request from Turramurra Rotary Club for additional funding to assist their graffiti removal program in the Turramurra area.

**BACKGROUND:**

At Council's meeting of 11 December 2007, Council considered a report on the removal of graffiti from private property around the town centres. As part of the considerations associated with the report, Council resolved to provide the Turramurra Rotary group with \$1000 and a water spray unit to assist with the clean up of graffiti from private property around the Turramurra area.

**COMMENTS:**

To continue with the operation, Turramurra Rotary has requested an additional \$4000 as the group has provided part of its own funding to keep the project operational.

**RECOMMENDATION:**

That approval is given to provide additional funding of \$4000 for the ongoing support of graffiti removal in the Turramurra area.

## PURPOSE OF REPORT

For Council to consider a request from Turramurra Rotary Club for additional funding to assist their graffiti removal program in the Turramurra area.

## BACKGROUND

At Council's meeting of 11 December 2007, Council considered a report on the removal of graffiti from private property around the town centres. This followed consideration of a Mayoral Minute for the establishment of graffiti free zones.

As part of the considerations associated with the report, Council resolved to provide the Turramurra Rotary group with \$1000 and a water spray unit to assist with the clean up of graffiti from private property around the Turramurra area.

Subsequently, in June 2008, Council also resolved to fund the removal of graffiti from private property within a 300 metre radius of the other main town centres of Roseville, Lindfield, Killara, Gordon, Pymble and Wahroonga. A contractor has been engaged to undertake this work and funding was provided from the Business Centres Levy funding originally established for parking and other business related activities.

## COMMENTS

The Turramurra Rotary group have been successfully undertaking the removal of graffiti in the Turramurra area for over 12 months and due to the extent of graffiti and costs involved they are seeking additional funding from Council to continue the operation.

Council has allocated approximately \$70,000 for the removal of graffiti from the other town centres which is carried out by a graffiti removal contractor. This equates to approximately \$12,000 per annum per centre.

Therefore, the ongoing support of volunteer groups for this purpose is considered to be cost effective and the work carried out to date has been well received by the community. **Attached** is a copy of the letter from the Turramurra Rotary group regarding the request for additional funding and also providing information on the extent of the work carried out to date.

Council resolved in June 2008 to continue the trial for the graffiti removal until June 2009 and consequently ongoing support for the Turramurra Rotary group is considered necessary to help evaluate the effectiveness of the trial.

## CONSULTATION

Consultation has taken place with the Turramurra Rotary group on the costs associated with the removal of graffiti in the Turramurra town centres and as indicated in their letter they have expanded the boundaries of graffiti removal to other neighbouring shopping centres in the Turramurra area.

## FINANCIAL CONSIDERATIONS

Funding for the removal of graffiti in the business centres has been provided from the internally restricted reserves that was collected previously from the business centres for the purposes of parking and other business related activities. However, this funding source was used as part of the first quarter budget review to increase Council's working capital. The other potential funding source is from the bus shelter revenue which has now been incorporated in the Infrastructure and Facilities Reserve. There are sufficient funds in this reserve to cover this allocation.

## CONSULTATION WITH OTHER COUNCIL DEPARTMENTS

Consultation has taken place with Council's Corporate Department with regard to the availability of funds.

## SUMMARY

Council previously considered a request from Turramurra Rotary for funding assistance to help clean up graffiti on private property within the Turramurra Town Centre. Support was provided with the supply of a water spray unit and \$1000 seed funding. The group has been operating for approximately 12 months and has undertaken a significant amount of work for the community.

To continue with the operation, Turramurra Rotary has requested an additional \$4000 as the group has provided part of its own funding to keep the project operational. Funding for the ongoing support for the Turramurra Rotary group can be made available from the bus shelter revenue reserve.

## RECOMMENDATION

- A. That approval is given to provide additional funding of \$4000 for the ongoing support of graffiti removal in the Turramurra area.
- B. That funding be provided from the infrastructure and facilities reserve.

Greg Piconi  
Director Operations

**Attachments:** Letter from Turramurra Rotary - 2008/027991

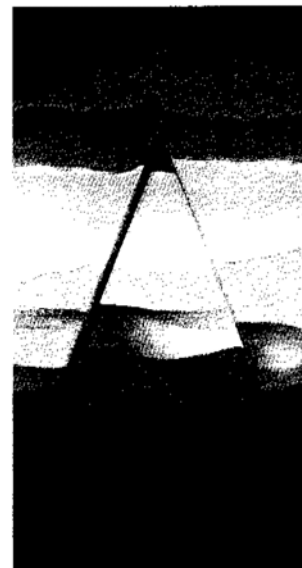


# Rotary Club of Turrumurra

Incorporated

P.O. Box 77, Turrumurra, NSW, Australia 2074

District 9680



**FOR ATTENTION: DIRECTOR OF OPERATIONS, GREG PICONI**

**SUBMISSION TO KU-RING-GAI COUNCIL – REQUEST FOR CARRY-ON FUNDS TO  
TURRAMURRA ROTARY FOR THE GRAFFITI REMOVAL PROJECT**

**1. PURPOSE OF PAPER:**

To request Ku-ring-gai Council to provide carry-on funds of \$4,000 to Turrumurra Rotary for the graffiti removal project following the initial six month review.

**2. REASON FOR REQUEST:**

Despite generous support from various sources, this project continues to experience on-going expenses mainly for the two types of graffiti removal solutions used as well as a wide variety of miscellaneous materials and equipment. Since the middle of the year club funds have in fact been used to keep the project active.

To date, a couple of isolated donations have been received for cleaning graffitied sites. However this source of income is minor. It certainly has not supported expenditure needed to maintain the current level of activity required to eradicate or at least minimize graffiti in the Turrumurra area.

**3. BACKGROUND UPDATE:**

This project has now been operating very successfully since the beginning of this year. Accordingly at the half year review, Council and Turrumurra Rotary both confirmed enthusiasm for the continuation of the project.

It is now noticeable that the amount of graffiti has substantially reduced especially in the main shopping area of Turrumurra close to the railway station. The graffiti removal project is becoming well known in the local business community with many favourable comments being made. In addition many local residents have also expressed their gratitude and in particular regarding the work undertaken to clean the worst graffitied site in Turrumurra – a dis-used garage on the corner of Rohini St and Eastern Rd.



*'TURRAMURRA': AN ABORIGINAL WORD FOR 'HIGH HILL', WAS THE NAME GIVEN  
TO THE NEWLY ESTABLISHED RAILWAY STATION IN 1890.*

#### 4. AMOUNT REQUESTED:

As outlined at the half yearly review with Council, carry-on funds of \$4,000 are needed for the 2008/2009 financial year.

Estimates based on work completed to date are shown on the attached page based on the assumption of the same level of support continuing from Ku-ring-gai Council, Dulux Paints/Turramurra Hardware and Kennards Self-Storage Thornleigh.

Turramurra Rotary believes it will not be possible to find additional sponsors to provide either the two types of graffiti solutions or the funds needed to acquire the miscellaneous materials/equipment.

#### 5. WORK UNDERTAKEN TO DATE:

A summary as provided previously to Council showing the amount of graffiti removed each quarter is shown below. It is envisaged that the quantity for each of the last two periods would at least be maintained for each of the next three quarters.

TOTAL NO. OF SITES CLEANED MARCH 2008 QUARTER	TOTAL AREA m2	No of sites with Painted Surfaces	Area m2	No of sites with Unpainted Surfaces	Area m2
19	263	17	218	2	45
Strategy for quarter was to concentrate on painted surfaces					
TOTAL NO. OF SITES CLEANED JUNE 2008 QUARTER	TOTAL AREA m2	No of sites with Painted Surfaces	Area m2	No of sites with Unpainted Surfaces	Area m2
34	336	26	230.5	8	105.5
TOTAL NO. OF SITES CLEANED SEPT 2008 QUARTER	TOTAL AREA m2	No of sites with Painted Surfaces	Area m2	No of sites with Unpainted Surfaces	Area m2
33	333.5	23	289.5	10	44
<i>Note: During this third quarter, the worst graffitied site in T'murra (disused garage site at cnr Rohini St and Eastern Rd) was totally painted with 3 coats of paint. This involved 17 Rotarians working in half day shifts over 4 days.</i>					
<i>At present, it is very apparent that there is less graffiti particularly in the main shopping area of Turramurra than at any other time.</i>					
FOR FIRST THREE QUARTERS OF 2008: 86 SITES CLEANED FOR TOTAL AREA OF 932.5 m2					

6. FUTURE INTENTIONS:

- During the next two quarters, the graffiti removal project will extend to some of the smaller shopping areas of Turrumurra viz Kissing Point Rd, Eastern Rd Princes St etc. While some work has already been undertaken on some of the worst sites in these areas a more concentrated overall approach will be developed.
- Private residences, particularly front fences, still require attention especially along thoroughfares leading away from the station such as Eastern Road.
- As highlighted at the half yearly review, it appears Council would still be very favourably inclined towards supporting other Rotary Clubs taking up graffiti removal projects in their own suburbs. Already Lindfield has expressed an interest but details are yet to be confirmed. However it is Turrumurra Rotary's intention to actively encourage other clubs to become involved especially as there are many advantages in Rotary being active in such community activities.

7. FINAL SUMMARY AND COMMENT:

Turrumurra Rotary is therefore seeking from Council \$4,000 for carry-on purposes till 30 June 2009.

Your urgent assistance would be much appreciated.

P-C Lyons  
President, Rotary Club of Turrumurra  
28 October 2008

ROTARY CLUB OF TURRAMURRA – GRAFFITI REMOVAL PROJECT  
BUDGET ESTIMATES FOR 2008/2009

These figures have been estimated from usage during the first half of 2008.

1. GRAFFITI REMOVAL SOLUTIONS

(Provided at a very favourable rate with free delivery)

- |                                    |        |        |
|------------------------------------|--------|--------|
| • For porous surfaces eg brickwork | \$1700 |        |
| • For metal surfaces               | \$800  | \$2500 |

2. REPLACEMENT OF MISC MATERIALS

For example: paint brushes, roller sleeves, gloves, petrol/oil, brushes, face shields, additional overalls, signage etc	\$1300
--	--------

3. Costs associated with showing DVD Presentation to other Rotary Clubs	\$200
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TOTAL	\$4,000
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In preparing these estimates it is assumed that the current sponsors will continue the same level of support in the future viz

- KMC - maintenance of water-blaster
- Dulux/Turramurra Hardware – supply of all necessary paint
- Kennards Self-Storage Thornleigh – provision of secured storage space for equipment and material with 24 hour access.

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## NOTICE OF MOTION

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### ST IVES SHOWGROUND MASTERPLAN & PROPOSED PLAN OF MANAGEMENT

#### Notice of Motion from Councillor Tony Hall dated 14 November 2008

I move:

"That the General Manager be requested to bring forward details of all discussions and action in the Council and with the Minister for Lands, to formulate the "St Ives Showground Master Plan" approved in the 2008/2009 Management Plan with particular reference to the Proposal of the St Ives Showground's use dated 1 November 2007 presented to the previous Mayor and staff (Mr Head) by the AFL NSW/ACT and the Gordon District Cricket Club together with advice why this 2007 document was not disclosed to Councillors when it was delivered to his staff last year."

### RECOMMENDATION

That the above Notice of Motion as printed be adopted.

Tony Hall  
Councillor for St Ives Ward

**Attachments:**            **Background Information circulated separately**

- 1. Letter from AFL NSW/ACT - 852115**
- 2. St Ives Showground Draft Proposal of 1 November 2007 - 852115**
- 3. NSW Parliament Legislative Assembly Questions & Answers 2844 - St Ives Showground - 2008/039995**



Ref 394

Clr Nick Ebbeck  
Mayor  
Ku-ring-gai Council  
Locked Bag 1056  
Pymble NSW 2073

Dear Councillor Ebbeck

Many thanks for meeting with representatives from Gordon District Cricket Club, North Shore Australian Football Club, Cricket NSW and AFL(NSW/ACT) last Thursday.

Please find attached a copy of our joint proposal to develop a regional-level sporting oval and community facility at St Ives Showground that will accommodate:

- High-quality sporting events that meet the needs of the local and wider community
- School, community and educational programs to engage and involve youth to encourage healthy and active lifestyles
- Community needs beyond AFL and Cricket

Presently, no high quality venue exists on Sydney's Upper North Shore that adequately accommodates First Grade or higher level Cricket, and Premier or State Level AFL. Within Ku-ring-gai, there is no Senior AFL venue and players need to travel outside their local area to train and play.

Demand for a high-quality venue is unprecedented with over 10,000 AFL and Cricket participants across the North Shore, and strong growth projections set to continue over the next 5 years and beyond.

Both codes seek Council's support to partner in the opportunity and assist the investigation of options to progress the proposal as soon as possible. Should you have any queries about this letter or the proposal please do not hesitate to contact me on 0402 407 103 or Andrew Falk on 0418 208532.

Kind regards

Clare Toia-Bailey  
Facility Manager, AFL (NSW/ACT)

Andrew Falk  
President, Gordon District Cricket Club

cc Steven Head  
Ian Field, Cricket Operations Manager, NSWCA  
Chris Dale, President North Shore Australian Football Club  
Allan Brackin, President St Ives JAFC



# **ST IVES SHOWGROUND**

## **DRAFT PROPOSAL**

1 November 2007



**CRICKET**  
NEW SOUTH WALES

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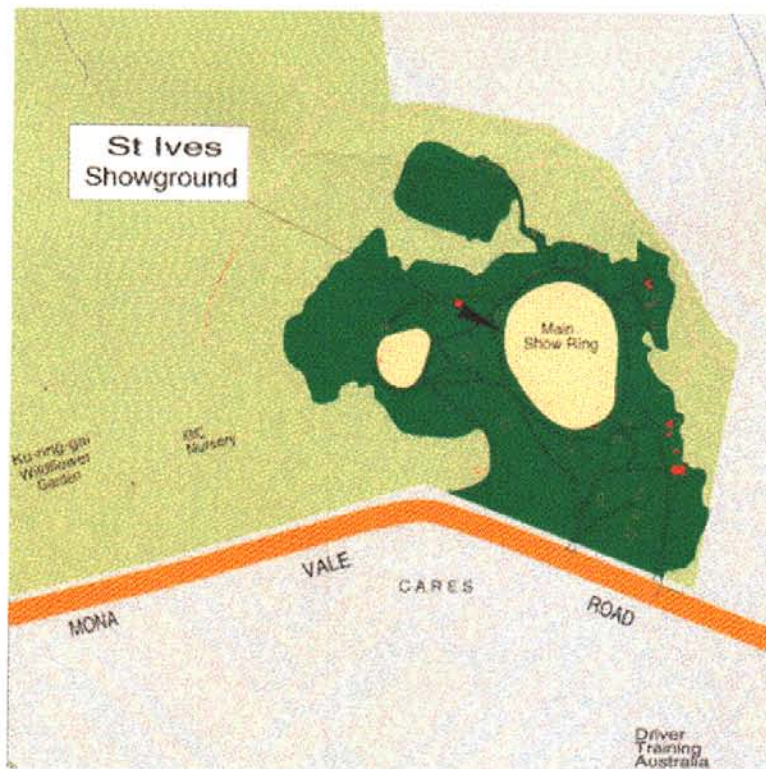
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## 1.0 Introduction

St Ives Showground is Ku-ring-gai Council's largest sporting facility at 53Ha, which is mostly covered by trees and natural bushland.

It is centrally located in Sydney's Upper North Shore and is easily accessible by road being located on a major arterial, Mona Vale Road which connects Sydney's Northern Beaches in the North to the Pacific Highway in the South.



The site has principally been used as a Showground and for other horse-related events since 1927. From 1941-1946 it served as a training ground during the Second World War.

Today, it provides refuge for wildlife and accommodates a range of cultural and social activity including:

- Equestrian
- Junior motor bike track (minibikes)
- Show arena- show, sporting events and other activities
- Dog-walking and rings for training and shows
- Model plane and car areas
- Picnic and playground areas
- Cycle pathways and bushwalking tracks

- Pavilions- large halls for hire
- Amenities

## 2.0 Proposal Purpose

The purpose of this proposal is to seek Ku-ring-gai Council's support to further develop St Ives Showground to accommodate Australian Football (AFL) and Cricket.

AFL(NSW/ACT) and Cricket NSW together with local clubs propose the development of a community facility that will accommodate:

- High-quality sporting events that meet the needs of the local and wider community
- School, community and educational programs to engage and involve youth to encourage healthy and active lifestyles
- Community needs beyond AFL and Cricket

## 3.0 Demand

	Growth % past 3 years	AFL Participation (2006-2007)	Projected growth next 5 years	Growth % past 3 years	Cricket Participation (2006-2007)	Projected growth next 5 years
Junior Club Players	44%	320	25% Impacted by facilities	1%	1,914	5%
Senior Club Players	3 teams @ North Shore	4 teams @ Nth Shore (1 extra u/18 team)	Nil no room	5%	1,591	3%
Female	0	3				
Primary Schools	157 (88%) participants	1,289 participants # involved for min 6weeks at school or school competitions				
Secondary Schools	60 (50%)	120				

■ Incl Willoughby, North Sydney, Hornsby, Manly, Lane Cove, Hunters Hill, Mosman, Pittwater, Ryde, Warringah)

	Growth % past 3 years	AFL Participation (2006-2007)	Projected growth next 5 years	Growth % past 3 years	Cricket Participation (2006-2007)	Projected growth next 5 years
	43% (774)	1,781 Inc St I	25% Impacted by facilities	16%	2,374	5%
Senior Club Players	8 teams	11 teams	Nil no room	11%	1,440	5%
Female	10	35	100%	24%	208	15%
Primary Schools	2,719	8,383 participants involved for min 6 weeks at school or school competitions				
Secondary Schools	200	1,100 as above				

■

No facility exists on Sydney's North Shore that can accommodate State-level AFL and representative-level Cricket.

Overall, the existing AFL and Cricket venues are of inadequate quality including:

- playing surfaces
- small oval sizes
- insufficient lighting for night training & games
- insufficient amenities – eg change rooms, storage, officials room
- insufficient access to accommodate fixturing requirements
- arrangements where both codes must share with incompatible user groups

## 4.0 Vision

To develop a State-level AFL and representative cricket venue located in the Ku-ring-gai area to accommodate the long-term needs of AFL and Cricket and community-based activities:

- - Men's 2<sup>nd</sup> XI (Cricket Australia Cup) matches
  - State Under-19 and Under-17 matches
  - Grade matches- 1<sup>st</sup> Grade and 2<sup>nd</sup> Grade, plus under-age
  - State League Cup matches– 4 regional city teams (including Sydney North), plus ACT and NSW Country
  - Women's State and international matches
  - Women's Grade matches
- - Sydney Swans
  - Sydney AFL Premier Grade (senior)
  - Junior AFL
  - Talent

Additionally, school, community, juvenile and youth programs for both codes.

## 5.0 Benefits

For the Ku-ring-gai and surrounding community:

- Two of the strongest brands in Australian sport and:
  - both codes
  - through active participation
  - to maximise participation, as well as enhancing the prospect of retaining local talent
- By accommodating cricket in summer and AFL in winter and community to elite level activities of both codes
- That can also be used by community groups for meetings, programs, and functions
- Ku-ring-gai
- Given that both codes are prepared to contribute to the capital works

## 6.0 Proposed Redevelopment

In order to accommodate AFL and Cricket to the level required the following would need to be developed within the St Ives Showground precinct:

- Playing Field – with dimensions 160 m x 140 m boundary to boundary
- Player Change rooms (2)
- Official/Umpire rooms
- Medical/First Aid rooms
- Public toilets
- Clubroom
- Canteen
- Playing field fence
- Sight screens
- Interchange benches
- Lights

## **7.0 Investment**

It is proposed that the works required be scoped out and estimated in conjunction with Council.

## **8.0 Partners:**

Funding will be sought from all partners including:

- AFL(NSW/ACT)
- North Shore Australian Football Club
- St Ives Junior Australian Football Club
- Cricket NSW
- Gordon Cricket Club
- Ku-ring-gai Council

# **Appendix 1**

## **About AFL & AFL(NSW/ACT)**

## About AFL

### The strongest brand in Australian Sport

- **Most Played** - Highest participation sport with 581,839 participants Australian Football in 2006
- **Most Attended** - 2005 Toyota AFL Premiership produced record attendance of 6.28 million
- **Most Watched** - An average of 4.02 million people per week watched AFL matches in TV in 2005. The 2005 Toyota AFL Grand Final between Sydney Swans and East Coast Eagles was the most watched television program in Australia with an average audience of 3.386 million

### Growing internationally

- More than 10,000 people in 12 countries are participating in competitions affiliated with the AFL
- In 2005, 10 countries participated in the Australian Football International Cup with the next cup to be held in 2008

### Innovative Coaching Development Programs

- Strong commitment to coaching development and accreditation, including investment into research programs to retain coaches

### Leaders in all aspects of sports research

- The AFL annually funds research to assist in enhancing sporting performance including sports science, technology, turf management, social and sports psychology papers.

### Established partnerships with key sporting bodies at all levels

- Netball Australia
- Australian Cricket
- Cricket NSW

## About AFL(NSW/ACT)

### Core Objectives:

*To grow the game in every aspect in NSW and the ACT. This includes:*

- **Participants** - Growing the number of quality of players at schools and clubs across the state and territory to 105,000 participants by 2010. This is an increase of 75% in school, and club football.
  - In Greater Sydney to have 54,000 school players and 20,000 club players by 2010. This is a 92% and 120% increase in participation respectively.
- **Talent** - Developing talented young players to progress through to the AFL competition. To generate 10% of the national players to AFL Clubs by 2010, a 100% increase.
  - A key strategy is the AFL scholarship program which offers \$10,000 – 20,000 per year for up to 32 boys each year (*see attached brochure for more information*)
- **Fans** - Increasing the number of AFL fans who follow the game be they viewers, attendees and/or members

*\*A participant is anyone who participates in a competition or program for greater than six weeks*

## **Appendix 2**

### **About Cricket & Cricket NSW**



## **About Australian Cricket**

### **The strongest brand in Australian Sport (refer Sweeney Sports Report, May 2007)-**

- Most-played sport- 13%
- Most-popular sport- 59% interest
- Most-watched sport- 54%
- Most read-about sport- 18%
- Most listened-to sport- 16%
- Attendance- Number 2 sport (after AFL), with 22% attendance

### **The most successful Australian sporting team**

- Test Cricket- No 1 ranking for past decade
- One-Day International Cricket- past three World Cup titles 1999, 2003 and 2007
- Women's Cricket- current World Cup title-holders, 2005

### **An inclusive sport**

- For males and females
- For players of all ages
- For players of all abilities
- With match durations from 45 minutes in length

## **About Cricket NSW (refer Strategic Plan 2007-2010)**

### **Vision- to lead Australia's favourite sport**

#### **Strategic Goals include-**

- Maximise interest in cricket in NSW
- Maximise participation in cricket in NSW

#### **Performance Targets include-**

- Formal participation > 200,000 by 2010, including female participation > 25,000
- Every NSW resident to have access to appropriate playing and practice facilities by 2012

#### **Supporting Strategies include-**

- Actively promote participation in cricket
- Maintain strategic focus on female participation in cricket
- Invest in facilities strategically: identify and invest in highest priority sites and regions, and develop appropriate partnerships with government and other sports
- Provide outstanding elite/High Performance facilities for playing, training and support
- Dedicate resources to access government funding for cricket programs and facilities

#### **Australian Cricket's Leading State-**

- Six men's national titles in past seven seasons- two Pura Cup, four ING Cup
- Nine of past 11 women's national titles
- 14 of last 15 male and female youth national titles- Under-15, Under-17 and Under-19
- Seven of Australia's 25 contracted male players- Bracken, Clark, Clarke, Haddin, Jaques, Lee, MacGill
- Nine Australian female players
- 20% increase in player participation in 2005/2006 season alone
- Will host next Women's World Cup, during March 2009

LEGISLATIVE ASSEMBLY QUESTIONS AND ANSWERS  
TUESDAY 17 JUNE 2008

**\*2844 ST IVES SHOWGROUND—Mr Jonathan O'Dea asked the Minister for Climate Change and the Environment, Minister for Women, Minister for Science and Medical Research, and Minister Assisting the Minister for Health (Cancer) representing the Minister for Lands, Minister for Rural Affairs, Minister for Regional Development—**

- (1) What plans are being considered for alternative or changed uses of land at St Ives Showground (a Crown Lands Reserve owned by the Lands Department with Ku-ring-gai Council as custodian)?
- (2) What discussions have taken place in the past year between the Lands Department and Ku-ring-gai Council or any sporting bodies regarding potential future uses of St Ives Showground?
- (3) Is the Minister aware of Ku-ring-gai Council negotiations with the AFL or other sporting groups which the Lands Department is not actively involved in?

**Answer—**

- (1) Ku-ring-gai Council has been approached by a number of sporting groups representing AFL and cricket with upgrade proposals for the showground. Council has resolved to prepare a new plan of management that will provide opportunities for all stakeholders, including the general community to formally comment on these proposals.
- (2) Council has made the Department of Lands aware of these approaches.
- (3) Council, as reserve trust manager, is entitled to discuss these proposals with the proponents without the need for the Department of Lands to be actively involved.