

STATEMENT OF ENVIRONMENTAL EFFECTS

Development Application: Boat Shed Demolition & Removal
NSW Scouts Boat Shed at Wellings Reserve
Gourlay Avenue, Balgowlah NSW 2093

June 2025



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Attachment A: Lease Agreement between Maritime Services Board of NSW and the Australian Boys Scouts Association NSW Branch 47

Supporting Documents: This SEE refers to and relies upon the following independent consultant reports accompanying this Development Application:

- Demolition Methodology prepared by *JohnStaff*, dated June 2025.
- HAZMAT report prepared by *JMB Environmental*, dated 30 May 2025.
- Property Survey by *Bee & Lethbridge* surveyors, dated 15 May 2025.
- Estimated Cost Development (ECD) report by *JohnStaff*, dated 27 June 2025.

1. EXECUTIVE SUMMARY

THE DEVELOPMENT APPLICATION: This SEE report has been prepared by Stephane Kerr, qualified Town Planner and Managing Director of *sk design*, to accompany a Development Application (DA) proposal for the demolition and removal of a waterfront Scouts boat shed. The boat shed is located on the east facing foreshore of Wellings Reserve, Gourlay Avenue in Balgowlah NSW 2093, and projects over the North Harbour waterways and is supported by piles. Scouts NSW participation has declined in recent years, and this site is no longer in active use. The shed structure has deteriorated over the years and does not warrant the investment required to return it to proper functionality, given the declined use.

THE SITE: The site occupied by Scouts NSW boat shed is owned partly by both Roads and Maritime Services/Transport for NSW (TfNSW) for the shed's projection over the North Harbour waterways, and partly owned by Northern Beaches Council where the shed connects with land at the Wellings Reserve. A Deed of Lease dated 11 November 1982 between the Maritime Services Board NSW and The Australian Boys Scout Association (NSW Branch) permits Scouts NSW to occupy the 105m² boat shed site (Lease Plan M.C155L).

PROPERTY TITLES:

- The Scouts boat shed southwest siting on the Wellings Reserve is identified by property title as Lot 7347 DP 1148450, 0 Gourlay Avenue, Balgowlah NSW 2093. The DA includes Council's landowner consent for demolition on Wellings Reserve.
- Transport for NSW (TfNSW) Property has supplied the following formal property title for the North Harbour waterways site: Volume 5018, Folio 1. TfNSW *permission to lodge* for site demolition is provided.

THE DEVELOPMENT PROPOSAL: This Development Application proposes the demolition and removal of the Scouts boat shed sited both on land (the Wellings Reserve) and over the Mean High Water Mark of the North Harbour Waterways. The Northern Beaches Council consent is sought for the proposed demolition and removal of the shed. Once completed, the site will be returned to Transport for NSW and the lease terminated. A requirement for the Deed of Lease is for Scouts NSW to remove the building and return the site to its natural condition.

STATUTORY: This site and DA for demolition incurs a variety of State and local Government instruments and controls. This SEE report assesses the proposed development against the environmental effects as required by section 171 *Review of environmental factors* of the *Environmental Planning and Assessment Regulation 2021* (the Regulation'), and concludes in DA compliance with the *Coastal Management Act 2016*, *Water Management Act 2000*, *Fisheries Management Act 1994*, *SEPP (Planning Systems) 2021*, *SEPP (Transport & Infrastructure) 2021*, *SEPP (Biodiversity and Conservation) 2021*, *Sydney Harbour Foreshores DCP 2005*, *SEPP (Resilience and Hazards) 2021*, *Manly LEP 2013*, and the *Manly DCP 2013*.

PLANNING PATHWAY: Development consent is required from the Northern Beaches Council for the demolition of the boat shed in accordance with section 2.7 *Demolition* and with section 5.7 *Development below Mean High Water Mark* (the “MHWM”) of the *Manly Local Environmental Plan 2013*.

We are of the opinion that the proposed demolition of the Scouts boat shed is:

- **exempt** from a *controlled activity* approval;
- **not Integrated Development** under the *Water Management Act 2000* because “demolition” of a shed does not meet the examples of a controlled activity under S91(2) that Act;
- **not Integrated Development** under the *Fisheries Management Act 1994* because the proposed shed demolition does not invoke an aquaculture permit (s.144), a dredging or reclamation permit (s.201), a permit to cut remove damage or destroy marine vegetation (s.205), or create any form of waterway obstruction such as netting, dam or floodgate (s.219) of that Act; and
- **not Designated Development** under the *Manly LEP 2013* and under Schedule 3 of the Regulation.

HERITAGE: The Scouts boat shed is located on heritage listed land item *I28 Wellings Reserve* (being Crown land managed by the Northern Beaches Council) as identified under *Schedule 5 Part 1 Heritage items* of the *Manly LEP 2013*. This SEE concludes that the proposed shed demolition can be supported on heritage grounds.

CONSULTATION: The demolition proposal has been consulted with:

- the Northern Beaches Council. This DA provides the necessary documentation as required by Council for the proposed works.
- Transport for NSW whose *Permission to Lodge* is included with the DA.

CONCLUSION: The proposed demolition of the Scouts NSW boat shed at the Wellings Reserve is permissible with the Northern Beaches Council consent and in compliance with the *E2 Environmental Conservation* zoning under the *Manly LEP 2013*, and also all other relevant State and local planning controls and guidelines. The proposal will reinstate the natural condition of the site and will mitigate any adverse environmental impacts both to the Wellings Reserve and to the waterways above and below MHWM.

This SEE report concludes that the proposed boat shed demolition and removal satisfies the requirements of the *Environmental Planning & Assessment Act 1979* (the “Act”), and will result in positive environmental impacts in returning the site to original environmental condition.

This SEE report therefore concludes that the proposed Development Application for the boat shed demolition and removal of the Scouts boat shed from the Wellings Reserve and North Harbour waterways is a suitable development activity, is in the public interest, and is therefore worthy of development consent.

2. THE SCOUTS NSW BOATSHED & LOCALITY

2.1 SITE LOCALITY

The Scouts NSW boat shed is located on the North Harbour foreshores in Balgowlah, sited in the heart of the public Wellings Reserve, and adjoining (north) the North Harbour Sailing Club. The Scouts boat shed is accessed via a bush pathway and stair from the 30-space public car park on Gourlay Avenue located approximately 110 metres to the north. Wellings Reserve itself forms part of a continuous natural foreshore reserve and public walkway extending from Spit Bridge to the west, all the way to Sydney Harbour's North Head to the east.

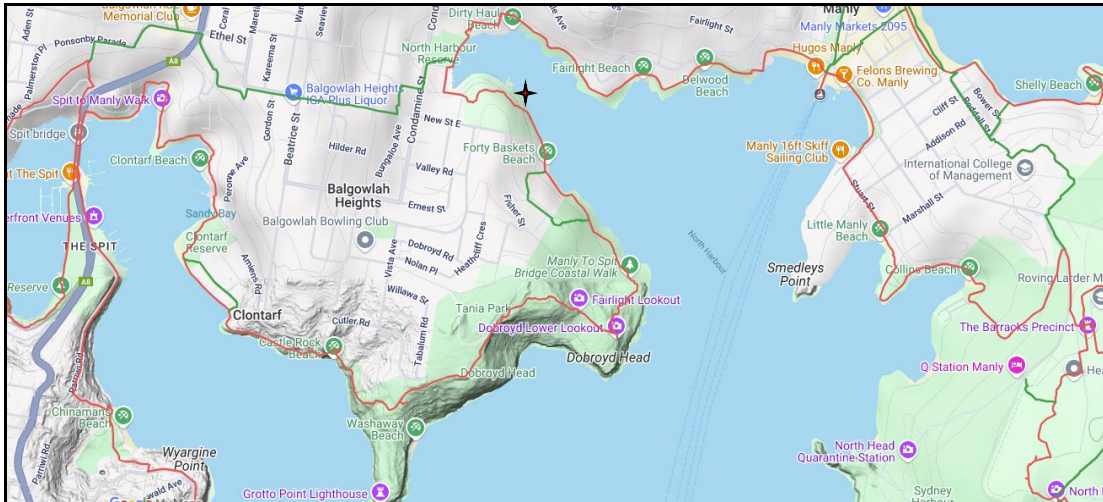


FIGURE 1: SPIT BRIDGE TO NORTH HEAD FORESHORE RESERVE & WALK (SCOUTS SITE ★)
(Source: *The Walking Volunteers*)

The southern and western edges of Wellings Reserve are bound by the residential streets of New Street East and Gourlay Avenue respectively and typically contain single and 2-storey detached dwellings on medium sized blocks.



PHOTO 1: WELLINGS RESERVE & SCOUTS BOATSHED (★) (source: Google Maps)

The *North Harbour Coastline Management Plan* (Manly Council, March 2010) describes North Harbour as follows:

“The study area consists primarily of semi-natural, landscaped and built areas. It is characterized by natural and cut sandstone cliffs and escarpments with fringing native bushland pockets and landscaped areas along the Esplanade Reserves. Included in the study area are rocky intertidal platforms, sandy beaches, grassed reserves, swimming pool, sandstone cliffs, bushland, commercial, retail and residential areas. The Manly Scenic Walkway, a 10km scenic harbour walking track extending from the Spit Bridge to Manly, directs large numbers of walkers along the length of the study area.”

2.2 SITE DESCRIPTION

The existing Scouts NSW building is a typical 1980's period timber weatherboard shed structure with metal roof. The shed is supported by piles projecting over the North Harbour waterways. Forty Basket Beach is located approximately 200 meters south of the site along the North Harbour foreshore.

The boat shed is in poor condition both to the shed structure and supporting piles and would require extensive renovation to function as a community recreational facility.

The Scouts boat shed lies within a cluster of community recreational clubs and boat sheds including North Harbour Marina and North Harbour Sailing Club to the north, all accessible from Gourlay Avenue and the North Harbour foreshore walk.

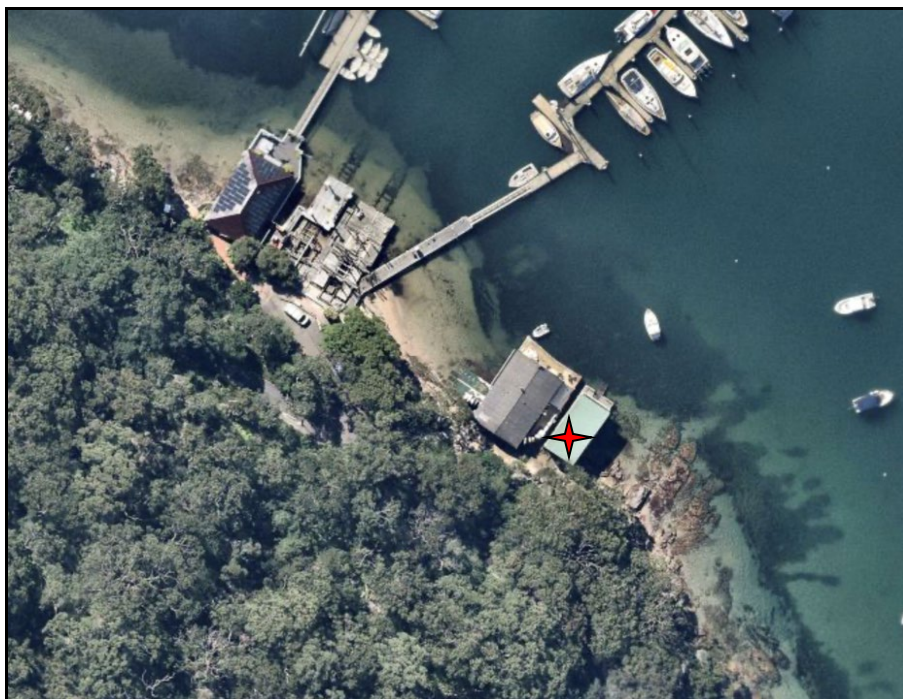


PHOTO 2: WELLINGS RESERVE & NORTH HARBOUR COMMUNITY RECREATIONAL FACILITIES
(source: Google Maps)



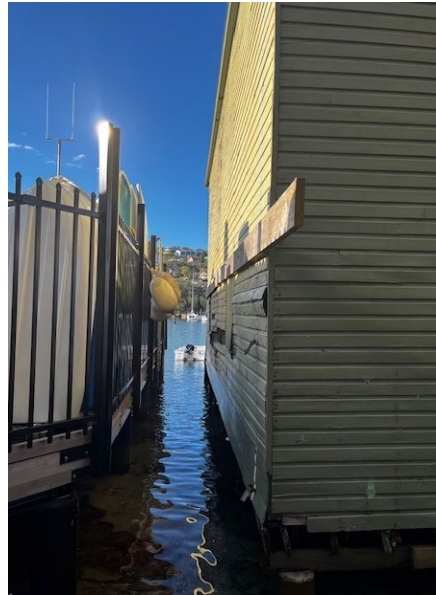
PHOTO 3: SCOUTS NSW BOATSHED LOCATION - WELLINGS RESERVE & NORTH HARBOUR, BALGOWLAH (source: Near Maps)



PHOTO 4: THE SCOUTS BOAT SHED CIRCA 2002
(SOURCE NORTHERN BEACHES COUNCIL HISTORY HUB)



SCOUTS BOAT SHED WEST FACADE



ADJOINING THE NORTH HARBOUR SAILING CLUB



SCOUTS BOAT SHED SOUTH FACADE



PILINGS SUPPORTING SCOUTS BOAT SHED



NORTH HARBOUR STEPS: GOURLAY AVE



GOURLAY AVENUE PUBLIC PARKING (30 SPACES)

PHOTOS 5-10: SITE PHOTOS (source sk design)

2.3 PROPERTY DESCRIPTION

The existing Scouts NSW boat shed involves two landowners:

- waterway below Mean High Water Mark (MHWM) being vested in Transport for NSW (TfNSW) as part of the bed of North Harbour, and legally described by TfNSW Property as part of Certificate of Title Volume 5018 Folio 1; and
- land above mean high-water mark owned by the Crown and managed by the Northern Beaches Council and legally known as Lot 7347 in DP 1148450.

A Property Survey, prepared by *Bee & Lethbridge* surveyors, accompanies the DA.

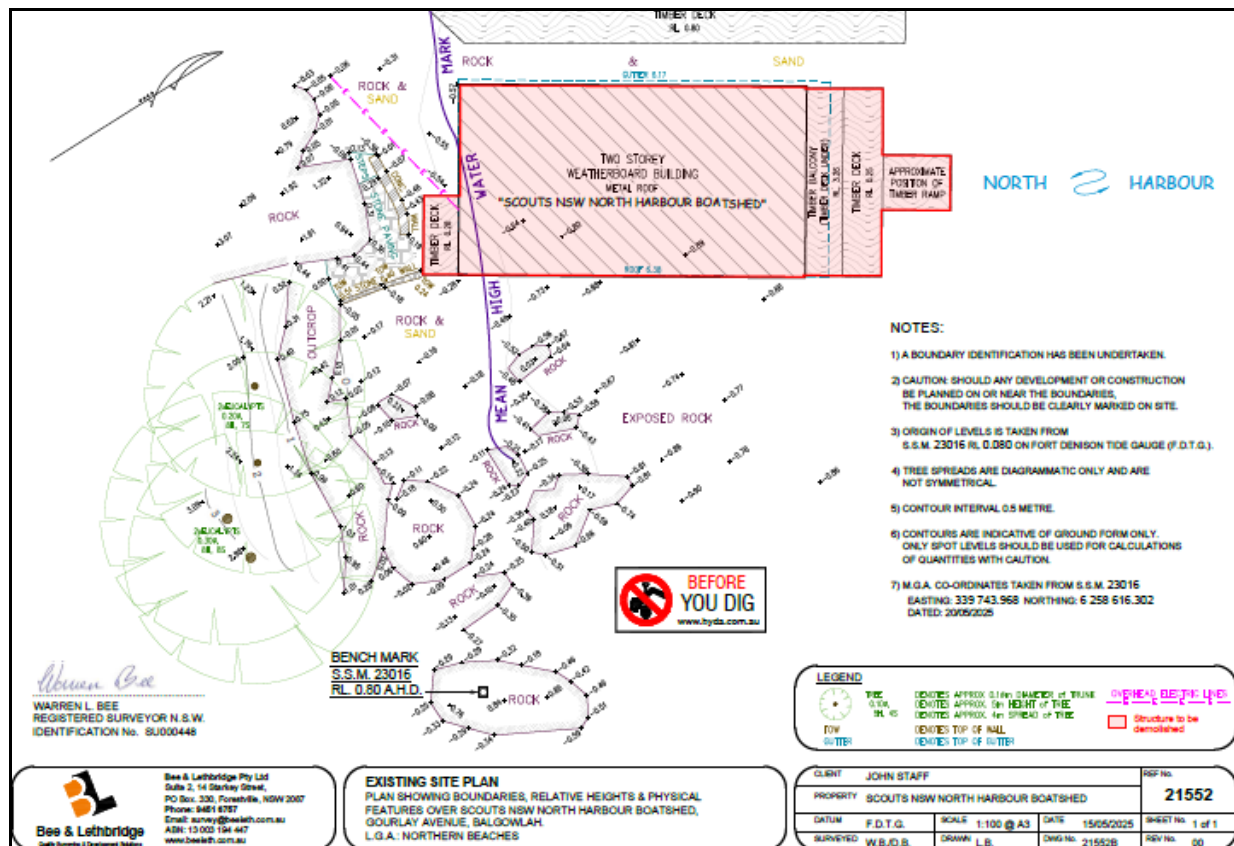


FIGURE 3: PROPERTY SURVEY (SOURCE BEE & LETHBRIDGE)

2.4 LEASE AGREEMENT:

The use of this site was the subject of a lease agreement dated 11 November 1982 between the Maritime Services Board of NSW (now under the control of Transport for NSW "TfNSW"), and the Australian Boys Scouts Association NSW Branch (extract below, and a copy of the Deed of Lease is found at **Attachment A**). The lease agreement permits the Scouts Association to utilise the boat shed and boat ramp for use by Scouts activities.

3. THE DEVELOPMENT APPLICATION

This Development Application (DA) proposes the demolition and removal of the Scouts NSW boat shed located at Wellings Reserve, (accessed from Gourlay Avenue) in Balgowlah NSW 2093, and the site's return to natural condition.

The boat shed has been used as a training base for Cub and Scout groups. Activities at the boatshed have been centred around water-based activities such as canoeing, kayaking and sailing. The boat shed has not accommodated any special activities involving fuel storage or the like.

Scouts membership and participation has declined in recent years, and this site is no longer in active use. The boat shed structure has deteriorated over the years and does not warrant the investment required to return it to proper functionality, given the declined use. Following consultation with both Council and TfNSW, the subject site will be returned to TfNSW, and the lease terminated following the removal of the boat shed structure and the site return to natural condition.

3.1 PROPOSED METHODOLOGY FOR DEMOLITION & REMOVAL

The proposed Development Application works to the site comprises the demolition and removal of the shed structure, deck and piles. A demolition and removal *Methodology* report, prepared by *JohnStaff*, accompanies the DA and recommends:

- an access fencing barrier around the southern (land facing) perimeter of the shed to prevent public access during the demolition and removal works process;
- pollution booms to the west, north and east perimeters of the shed to prevent pollution and debris from entering the harbour;
- a barge mooring zone immediately north of the shed pontoon;
- removal of the shed structure, roofing and deck by barge; and
- removal of the flooring deck and piles also by barge.



FIGURE 6: DEMOLITION METHODOLOGY

3.2 HAZMAT ASSESSMENT OF THE BOAT SHED

A HAZMAT report has been compiled by *JMB Environmental Consulting* and accompanies the DA. The report is based on a details site inspection carried out on 30 May 2025. The report concludes in a number of “medium” to “Very Low” contaminated materials including asbestos, lead paint, lead dust, SMFP’s, and PCBs as summarised in the *JMB* Table below:

ASBESTOS

Location	Material Description	Risk Rating
Internal / L1 / Kitchen & Common Area / Gaskets between oven door handle	Mill Board	Medium
External / L1 / East Balcony / Eaves/soffit boards	Cement Sheets (flat)	Low
External / GF / Perimeter / Electrical backing board	Resin	Very Low
Internal / GF / Boat Store & Understairs Cupboard / Bakelite plug socket & switch	Resin	Very Low

LEAD PAINT

Location	Material Description	Risk Rating
External / GF / Perimeter / External window and door frames	Topcoat - White - Various Undercoats	Low
External / GF / Perimeter / Timber wall cladding	Topcoat - Green - Various Undercoats	Low
External / L1 / East Balcony / External wall linings	Topcoat - Green - Various Undercoats	Low
External / L1 / East Balcony / Window & Door Frames	Topcoat - White - Various Undercoats	Low
Internal / GF / Boat Store & Understairs Cupboard / West / Lower wall cladding & loose panelling	Topcoat - Salmon - Various Undercoats	Low
Internal / GF / Boat Store & Understairs Cupboard / Walls & sliding doors	Topcoat - White	Medium
Internal / L1 / Kitchen & Common Area / East / Balcony door	Topcoat - Khaki Green - Various Undercoats	Low

LEAD DUST

Location	Material Description	Risk Rating
Internal / L1 / Kitchen & Common Area / North / Top surface of cabinet	Dust	Medium

SYNTHETIC MINERAL FIBRE PRODUCTS

Location	Material Description	Risk Rating
Internal / L1 / Kitchen & Common Area / Foil backed roof lining above ceiling	Sarking Insulation	Very Low
Internal / L1 / Kitchen & Common Area / Internal lining of the dated oven unit	Insulation Material	Very Low

POLYCHLORINATED BIPHENYLS (PCBs)

Location	Material Description	Risk Rating
Internal / GF / Boat Store & Understairs Cupboard / Strip lights to ceiling	Capacitor	Very Low
Internal / L1 / Kitchen & Common Area / Box light to kitchen ceiling	Capacitor	Very Low
Internal / L1 / Kitchen & Common Area / Dual strip lights to ceiling	Capacitor	Very Low

OZONE DEPLETETING SUBSTANCES (ODS)

No ODS containing materials were identified within the scope of this inspection.

FIGURE 7: HAZMAT SUMMARY (SOURCE *JMB Environmental Consulting*)

The *JMB* HAZMAT report includes a number of regulatory action codes in dealing with the removal of the affected materials by licensed contractors under EPA requirements, as described by the *JMB* table below. This SEE concurs with the recommended disposal process and suggests they be incorporated as DA consent conditions:

RECOMMENDATION ACTION CODES						
Following the risk assessment of hazardous building materials an action score is assigned for recommended best practice to control the risk presented by the material. The action score will be assigned according to the surveyor's assessment of the situation at the time of the survey.						
ACTION CODE	RISK CONTROL RECOMMENDED ACTIONS					
	ASBESTOS	LEAD	LEAD PAINT, HEAVY METALS & DUST	SMF	PCB	ODS
A1	Restrict access and remove under controlled conditions with licensed contractors	Remove and dispose of as per EPA requirements and environmental legislation at end of life	Immediate action - Restrict access to make safe. Removal and make safe to be conducted under controlled conditions in accordance with current legislation, standards and guidance	Immediate action - Restrict access to make safe. Removal and make safe to be conducted under controlled conditions in accordance with current legislation, standards and guidance	Remove and dispose of as per EPA requirements and environmental legislation at end of life	Manage and maintain. Remove and dispose of as per EPA requirements and environmental legislation at end of life
A2	Remove, enclose, encapsulate or seal by licensed contractors following by a re-inspection and maintenance schedule under a management plan. Remove prior to refurbishment or demolition by licensed contractors.	Manage and maintain. Remove and dispose of as per EPA requirements and environmental legislation at end of life	Restrict access and plan removal under controlled conditions in accordance with current legislation, standards and guidance	Restrict access and plan removal under controlled conditions in accordance with current legislation, standards and guidance	Manage & Maintain. Remove and dispose of as per EPA requirements and environmental legislation at end of life	n/a
A3	Enclose, encapsulate or seal by appropriately trained general maintenance or licensed contractors. Implement re-inspection, maintenance and demolition on schedule under a management plan. Remove or protect prior to refurbishment or demolition by licensed contractors or competent individuals as required.	n/a	Stabilise / Enclose or encapsulate. Consider removal prior to demolition and extensive refurbishment in accordance with current legislation, standards and guidance	Enclose or encapsulate. Consider removal prior to demolition and extensive refurbishment in accordance with current legislation, standards and guidance	n/a	n/a
A4	No remedial action required. Implement re-inspection and maintenance schedule under a management plan.	n/a	Maintain in current condition. Consider removal prior to demolition and extensive refurbishment in accordance with current legislation, standards and guidance	A4a - Manage in situ. Recommend implementing control measures during demolition and extensive refurbishment in accordance with legislation and guidance A4b - Manage in situ. Due to the non-bonded nature of the product, remove prior to demolition and extensive refurbishment in accordance with legislation and guidance.	n/a	n/a
No further action required						

FIGURE 8: HAZMAT REMEDIATION PROCESS (SOURCE *JMB Environmental Consulting*)

3.3 PROTECTION OF TREES & AQUATIC ECOLOGY

The proposed demolition and land reinstatement works will not impact upon any surrounding trees located within the Wellings Reserve. Scouts NSW will direct its contractor to ensure that the protection of trees in the reserve is closely monitored and adhered to during the demolition process.

3.4 COST ESTIMATE FOR PROJECT WORKS

The total projected works cost estimate for the demolition and removal of the Scouts boat shed and associated structures is \$ 220,000.00 including GST (refer to Estimated Cost Development report by *JohnStaff* which accompanies the DA).

4. CONSULTATION

4.1 NORTHERN BEACHES COUNCIL

The Northern Beaches Council advised that it did not require a formal pre-DA meeting for this proposal. Notwithstanding, in preparation of this Development Application (DA), Council staff have requested the inclusion of the following documents to accompany the DA, and by which this DA complies:

- Landowners Permission to Lodge (PTL) from Transport for NSW (TfNSW)
- Landowner consent from Northern Beaches Council (Wellings Reserve)
- Property Site Survey
- Demolition Methodology
- HAZMAT condition of the Boat Shed
- Cost Estimate for Boat Shed demolition and removal

4.2 TRANSPORT FOR NSW

TfNSW has provided its *Permission to Lodge* which accompanies the DA documentation.

5. SUMMARY PLANNING INSTRUMENTS CONTROLS & GUIDELINES

5.1 Environmental Planning & Assessment Act 1979 & Regulation 2021

S. 4.15 *Evaluation*: (1) *Matters for consideration* of the *Environmental Planning & Assessment Act 1979* (the “Act”) states that a consent authority is to take into consideration such of the following matters as are of relevance to the development the subject of the development application:

“S.4.15 Evaluation –

(a) the provisions of:

- (i) any environmental planning instrument, and
- (ii) any proposed instrument that is or has been the subject of public consultation under this Act and that has been notified to the consent authority (unless the Planning Secretary has notified the consent authority that the making of the proposed instrument has been deferred indefinitely or has not been approved), and
- (iii) any development control plan, and
- (iiia) any planning agreement that has been entered into under section 7.4, or any draft planning agreement that a developer has offered to enter into under section 7.4, and
- (iv) the regulations (to the extent that they prescribe matters for the purposes of this paragraph),

that apply to the land to which the development application relates,”

The SEE report addresses the following environmental planning instruments relevant to the site and proposed DA works:

- Environmental Planning and Assessment Act 1979, & Environmental Planning and Assessment Regulation 2021
- Coastal Management Act 2016
- Water Management Act 2000
- Fisheries Management Act 1994
- SEPP (Transport & Infrastructure) 2021
- SEPP (Biodiversity and Conservation) 2021
- SEPP (Resilience and Hazards) 2021
- SREP Sydney Harbour Catchment 2005
& Sydney Harbour Foreshores Development Control Plan 2005
- Manly Local Environmental Plan (LEP) 2013 and DCP 2013

Planning Pathway – Development Application: As confirmed by Northern Beaches Council planning staff, a Development Application is required and lodged with Council for the proposed demolition works.

Controlled Activity: The *Department of Climate Change, Energy, the Environment and Water*'s waterfront land e-tool confirms that the **demolition** of a boat shed that is the subject of a lease with Transport for NSW, is a controlled activity that is **exempt** from requiring approval under Schedule 4 Clause 19 of the *Water Management (General) Regulation 2018*.

Controlled activity exemption e-tool

* Required

4.1.3 Result - Leases and Licences

Based on your answers, the result is:

EXEMPT - Controlled Activity Approval not required

Exemption under Schedule 4 Clause 19 of the Water Management (General) Regulation 2018
<https://legislation.nsw.gov.au/view/html/inforce/current/sl-2018-0480#sch.4-sec.19>

FIGURE 9: CONTROLLED ACTIVITY E-TOOL

(SOURCE DEPARTMENT OF CLIMATE CHANGE, ENERGY, THE ENVIRONMENT AND WATER)

This SEE report concludes that the proposed demolition and removal of the Scouts boat shed and pontoon, and the returning of the site to natural condition, reinstatement sought by this DA will not result in any negative environmental impacts to the site, neighbouring properties, the Wellings Reserve bushland, and the Noth Harbour waterways. The proposal remains consistent and compliant with relevant environmental and legislative requirements applicable to the site and is therefore worthy of development consent.

Integrated Development: Reference is made to Division 4.8 *Integrated Development*, section 4.46 *What is “integrated development”* of the Act. Section 4.6 refers to integrated development categories under the *Water Management Act 2000* as follows:

<i>Water Management Act 2000</i>	ss 89, 90, 91	water use approval, water management work approval or activity approval under Part 3 of Chapter 3
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FIGURE 10: EP&A ACT EXTRACT DIVISION 4.46 INTEGRATED DEVELOPMENT

Section 91(2) Activity approvals of the *Water Management Act 2000* defines a *controlled activity* requiring an approval for “a *specified controlled activity at a specific location in, or under waterfront land*”.

This SEE report concludes that the proposed **demolition** of the Scouts boat shed does not meet the examples of controlled activities listed above (refer to SEE chapter 5.2 *Coastal Management Act 2016* for further details).

Section 4.46 of the Act also refers to *integrated development* categories under the *Fisheries Management Act 1994* as follows:

<i>Fisheries Management Act 1994</i>	s 144	aquaculture permit
	s 201	permit to carry out dredging or reclamation work
	s 205	permit to cut, remove, damage or destroy marine vegetation on public water land or an aquaculture lease, or on the foreshore of any such land or lease
	s 219	permit to— set a net, netting or other material, or construct or alter a dam, floodgate, causeway or weir, or otherwise create an obstruction, across or within a bay, inlet, river or creek, or across or around a flat

FIGURE 11: EP&A ACT EXTRACT DIVISION 4.46 INTEGRATED DEVELOPMENT

The proposed boat shed demolition and removal works do **not** incur any of the above categories of activity and therefore does **not** invoke the *integrated development* provisions of the *Fisheries Management Act 1994*.

Designated Development: S4.10 *Designated Development* of the Act provides that an environmental planning instrument or the regulations may declare development to be designated development. However, the proposed demolition works do **not** qualify as *designated development* because:

- *Manly LEP 2009* does **not** declare any development as designated development; and
- the only similar foreshore type of development in Schedule 3 of the *Regulation* relevant to the proposal is for 32. *Marinas and related shoreline facilities* with an intended capacity of 15 or more vessels with a length of 20 metres, or 80 or more vessels of any length. However, the proposed works is for the demolition and removal of an existing approved boat shed that does not meet the above-mentioned use or capacity criteria , and does qualify as a marina.

5.2 Coastal Management Act 2016 (the CM_Act)

The Scouts Boat Shed off Wellings Reserve fronting Noth Harbour is identified as being within a *Coastal Environment Area* and a *Coastal Use Area* under the *SEPP (Resilience & Hazards) 2021*.

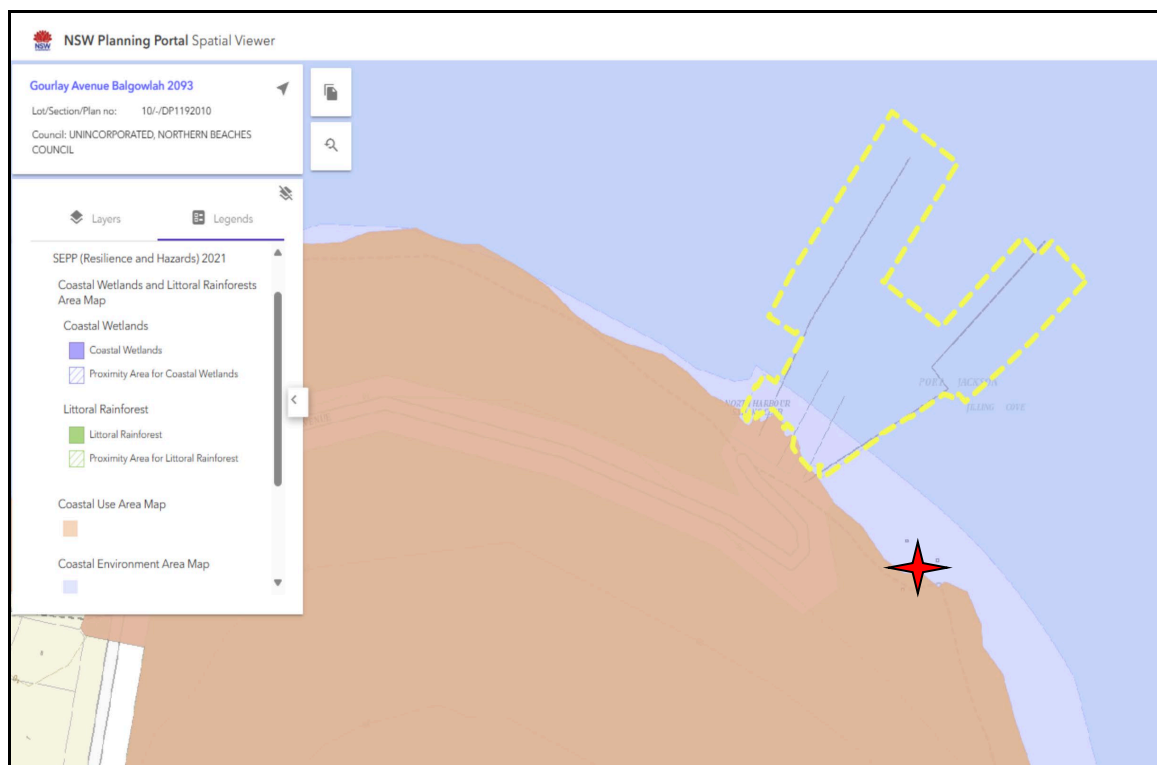


FIGURE 12: SEPP RESILIENCE & HAZARDS MAPPING

The proposed removal of the Scouts boat shed from Wellings Reserve satisfies the following objectives listed under the CM_Act for both a *Coastal Environment Area* and a *Coastal Use Area*.

Relevant CM_Act Objectives	DA Compliance
8 Coastal environment area (2) (a) to protect and enhance the coastal environmental values and natural processes of coastal waters, estuaries, coastal lakes and coastal lagoons, and enhance natural character, scenic value, biological diversity and ecosystem integrity,	✓ The removal of the Scouts boat shed on Welling Reserve will contribute to the environmental protection and augmentation of the coastal reserve, water body and environmental ecosystem.
(c) to maintain and improve water quality and estuary health,	✓ The removal of the Scouts boat shed will contribute to the improvement of water quality and estuarine health.
(e) to facilitate ecologically sustainable development in the coastal zone and promote sustainable land use planning decision-making, and	✓ The removal of the Scouts boat shed meets the objective of sustainable development by reversing a human introduced structure on the North Harbour foreshores and reverting the coastline to its natural condition.

Relevant CM_Act Objectives	DA Compliance
(f) to maintain and, where practicable, improve public access, amenity and use of beaches, foreshores, headlands and rock platforms.	✓ The removal of the Scouts boat shed will provide opportunity for upgrading the existing pedestrian coastal walk along the Wellings Reserve and North Harbour.
9 Coastal use area (a) to protect and enhance the scenic, social and cultural values of the coast by ensuring that — (ii) adverse impacts of development on cultural and built environment heritage are avoided or mitigated, and	✓ The removal of the Scouts boat shed will reverse a human introduced structure on the North Harbour foreshores, thereby returning the coastline to natural condition.
(iv) adequate public open space is provided, including for recreational activities and associated infrastructure, and	✓ The removal of the Scouts boat shed provides the opportunity for upgrading the existing pedestrian coastal walk along the Wellings Reserve and North Harbour foreshore.

TABLE 1: DA RESPONSE TO CM_ACT OBJECTIVES

Division 2 Coastal management programs of the CM_Act requires the local Council to establish a long-term strategy for the co-ordinated management of land within the coastal zone. The Northern Beaches Council website advises:

“Greater Sydney Harbour CMP (including Middle Harbour): Twenty councils within the Greater Sydney Harbour catchment are collaborating with state agencies to develop a whole-of-system Coastal Management Program for Greater Sydney Harbour. The [Sydney Coastal Councils Group](#) is project managing this CMP.”

The former Manly Council (now integrated into the Northern Beaches Council) prepared a Coastline Management Plan (CMP) for the North Harbour area which was published in March 2010 and for a timeframe extending to 15-20 years.

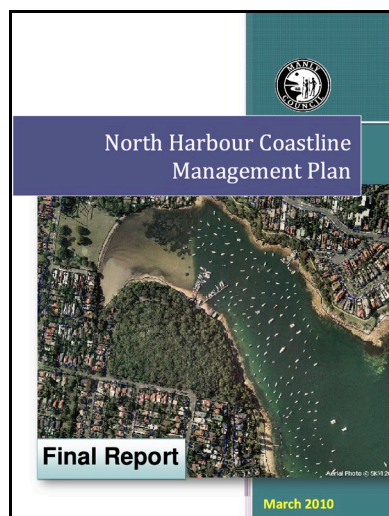


FIGURE 13: NORTH HARBOUR COASTLINE MANAGEMENT PLAN 2010

Strategic management options for North Harbour within that Management Plan are relevant to this DA for the demolition and removal of the Scouts boat shed off Wellings Reserve, and are addressed in the Table below:

North Harbour Coastline Management Plan - Relevant Strategies	DA compliance
AH1.1. Pursue a submitted proposal to extend the boundary of North Harbour Aquatic Reserve	<ul style="list-style-type: none"> ✓ The Scouts Boat Shed removal will: <ul style="list-style-type: none"> • be carried out in a sensitive manner to avoid any damage to the natural and cultural values of this area; • allow the seabed to revert to the continued growth and expansion of the <i>Zostera</i> sea grasses that are prevalent in this location; and • will enhance and rehabilitate the natural and cultural values of the waters zone and foreshore.
AH2.3 Assess marine biodiversity of North Harbour including Aquatic Reserve.	
AH3.1. Continue to encourage I&I NSW to support conservation of seagrass and kelp beds.	
NR4.1 Widen and upgrade access paths leading to and within North Harbour Reserve.	<ul style="list-style-type: none"> ✓ The removal of the Scouts boat shed provides the opportunity for upgrading the existing pedestrian coastal walk along the Wellings Reserve and North Harbour foreshore. <p>The shed removal will have negligible impact on the existing vegetation within the Wellings Reserve. The removal process will utilise the existing foreshore steps to the adjoining Wellings Reserve car park</p>

TABLE 2: DA RESPONSE TO NORTH HARBOUR COASTLINE MANAGEMENT PLAN STRATEGIES

Under the BC_Act, the Northern Beaches Council has an obligation to be satisfied that the proposed development is not likely to cause increased risk of coastal hazards on that land or other land. The proposed demolition and removal of the Scouts boat shed from Wellings Reserve and North Harbour is not considered to create any risk of coastal hazard to this ecosystem, and the risk of the shed removal is concluded to be low.

This SEE report concludes that the proposed demolition and removal of the Scouts boat shed therefore satisfies the *North Harbour Coastline Management Plan 2010*, and consequently also relevant requirements of the CM_Act.

5.3 Water Management Act 2000

The Department of Planning, Housing and Infrastructure *Development referrals guide* (October 2024) defines *Water management - controlled activities* as follows:

Controlled activities are works carried out within waterfront land. Some activities on waterfront land can cause negative impacts such as altering water flow or water quality, destabilising bed and banks, causing erosion, disturbing vegetation and wildlife habitats, and affecting environmental connectivity and diversity.

The purpose of a controlled activity approval is to ensure that works on waterfront land are carried out in a way that avoids or minimises negative impacts to waterways and other water users.

Regulating controlled activities protects waterfront land and its important natural functions while supporting appropriate private development and community infrastructure.

This SEE assessment concludes that the proposed demolition and removal of the Scouts boat shed is unlikely to result in negative environmental impacts such as altering water flow or water quality, destabilising bed, and banks, causing erosion, disturbing vegetation, and wildlife habitats, and affecting environmental connectivity and diversity. Furthermore, the removal of the boat shed and supporting piles will facilitate the continued growth and expansion of the sea grasses prevalent along this foreshore, and the support of aquatic life.

The DPHI's Guide provides examples of *controlled activities* as follows:

- erecting building;
- carrying out a work: including the construction of bridges, roads, control measures, sea walls, and more;
- removing material from waterfront land: including plants, rocks, sand, gravel and more;
- depositing material on waterfront land: including gravel or fill; and
- any activity that affects the quantity or flow of water in a water source.

This SEE assessment concludes that the proposed demolition of the Scouts boat shed does not meet the examples of controlled activities listed above.

Furthermore, the *Department of Climate Change, Energy, the Environment and Water's* waterfront land e-tool confirms that the demolition of a boat shed, the subject of a lease with Transport for NSW, is **exempt** from requiring approval under Schedule 4 Clause 19 of the *Water Management (General) Regulation 2018* (see e-tool excerpt overleaf).

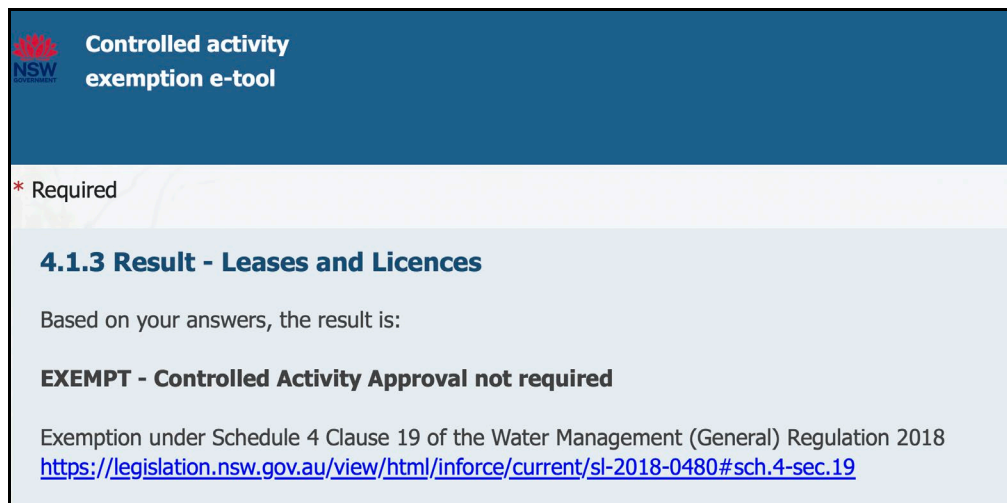


FIGURE 14: CONTROLLED ACTIVITY E-TOOL

(SOURCE: DEPARTMENT OF CLIMATE CHANGE, ENERGY, THE ENVIRONMENT AND WATER)

5.4 Fisheries Management Act 1994

The Fisheries NSW Spatial Data Portal (extract below) confirms that the waterways fronting Wellings Reserve on North Harbour contain *Zostera* seagrasses within the harbour beds up to the furthest Harbour edge of the Scouts boat shed:

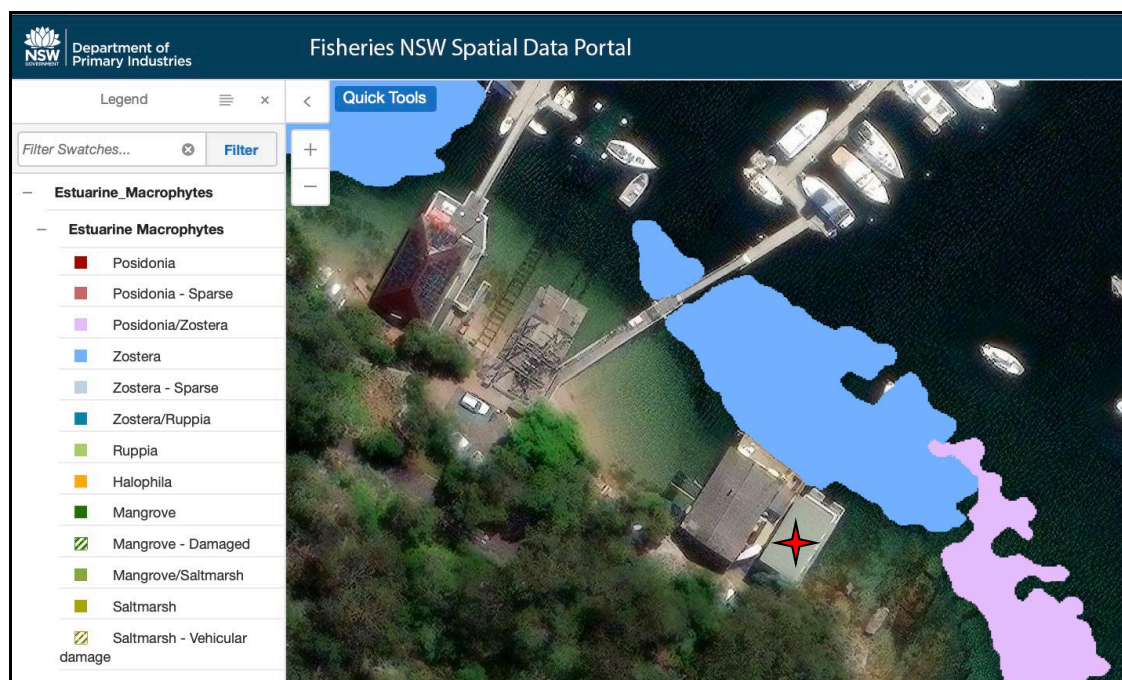


FIGURE 15: ESTUARINE MAPPING (SOURCE: Fisheries NSW Spatial Data Portal)

The proposed demolition and removal of the Scouts boat shed do **not** invoke any of the *integrated development* activities including an aquaculture permit (s.144), a dredging or reclamation permit (s.201), a permit to cut remove damage or destroy marine vegetation (s.205), or create any form of waterway obstruction such as netting, dam or floodgate (s.219) of the *Fisheries Management Act 1994*.

5.5 State Environmental Planning Policy (Planning Systems) 2021

Certain classes of development are declared to be of State or regional significance by *State Environmental Planning Policy (State and Regional Development) 2011*. Clause 18 of Schedule 1 of the Policy provides that development of *port facilities or wharf or boating facilities (not including marinas) that has a capital investment value of more than \$30 million* is State significant development. The proposed demolition and removal cost for the boat shed and associated structures is estimated at approximately \$220,000.00 including GST, and therefore does **not** qualify as State significant development.

Schedule 2 of the Policy identifies certain sites as applying to State Significant development. North Harbour is **not** a site listed as a State Significant site.

5.6 State Environmental Planning Policy (Transport & Infrastructure) 2021(referred as the T&I_SEPP)

T&I_SEPP *Part 2 Infrastructure Section Division 17 Roads and Traffic*, and *Schedule 3 Traffic-generating development to be referred to TfNSW* deals with traffic generating developments. The purpose of the Policy is to ensure that such developments are brought to the attention of the RMS.

The proposed demolition of the Scouts boat shed will incur some temporary small truck movements to the area to cater for the removal of demolished materials. The Wellings Reserve car park on Gourlay Avenue, located 100 metres from the boat shed, contains 30 public parking spaces that can comfortably accommodate short stay vehicles for works contractors.

The proposed demolition and removal works does not fall within the T&I_SEPP provisions of either Column 1 or 2 of *Schedule 3 Traffic-generating development to be referred to TfNSW* as the parking and site area well below the relevant thresholds proposed development for *recreational or club facilities*. Accordingly, referral of this DA to the RMS is not required.

5.7 State Environmental Planning Policy (Biodiversity & Conservation) 2021 (the B&C_SEPP)

5.7.1 B&C_SEPP Provisions

The B&C_SEPP was gazetted on 2 December 2021 and most recently amended on 7 March 2025. The proposed removal of the North Harbour Scouts Boat Shed is subject to the provisions of B&C_SEPP *Part 6.3 Foreshores and Waterways Area* and which applies to land that is in, or abuts, the Foreshores and Waterways Area. The B&C_SEPP applies to the Scouts boat shed site which is located within the Sydney Harbour catchment area.

5.7.2 SREP Zoning & Objectives

The Scouts Boat Shed off Wellings Reserve:

- is located within a Foreshores & Waterways Area but is **not** a Strategic Foreshore Site:

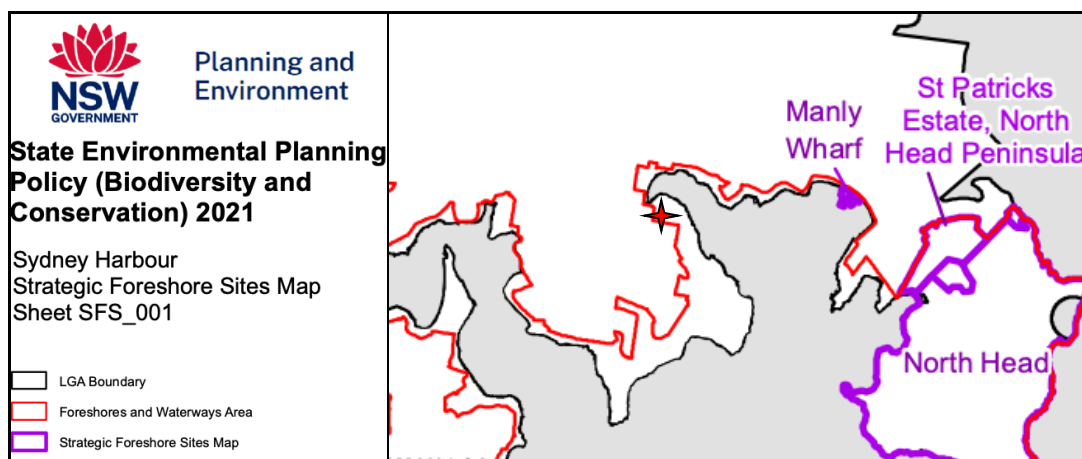


FIGURE 16: B&D_SEPP MAPPING - FORESHORE & WATERWAYS SHEET SFS_001

- is zoned within an area of *W2 Environmental Protection*

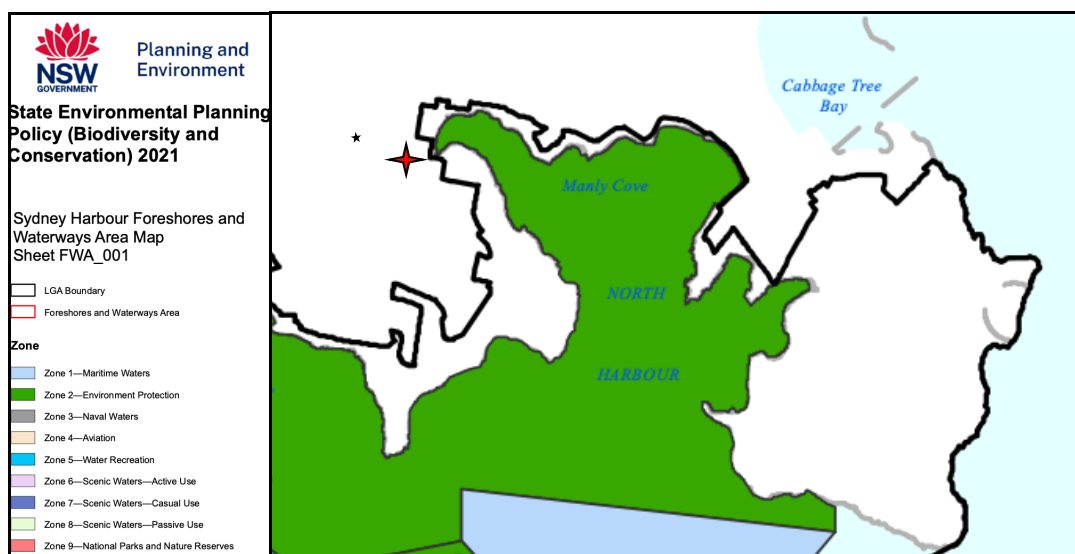


FIGURE 17: B&D_SEPP MAPPING - WATERWAY ZONES SHEET FWA_001

- is located within a *seagrass proximity zone (40m)* and *rocky foreshore area*.

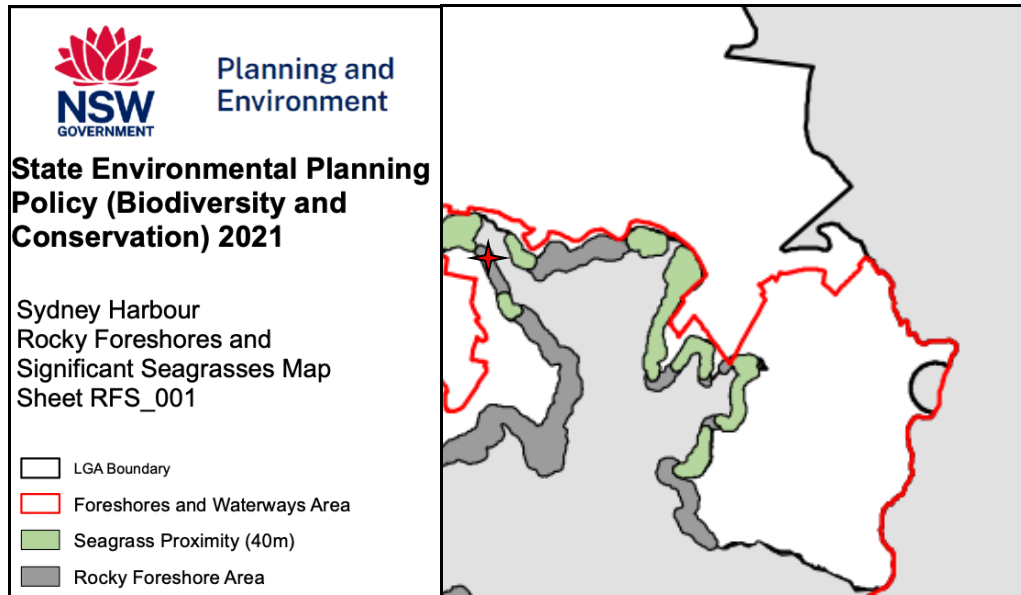


FIGURE 18: B&D_SEPP MAPPING – SIGNIFICANT SEAGRASSES SHEET FRFS_001

- is located within a *Wetlands Protection Area*

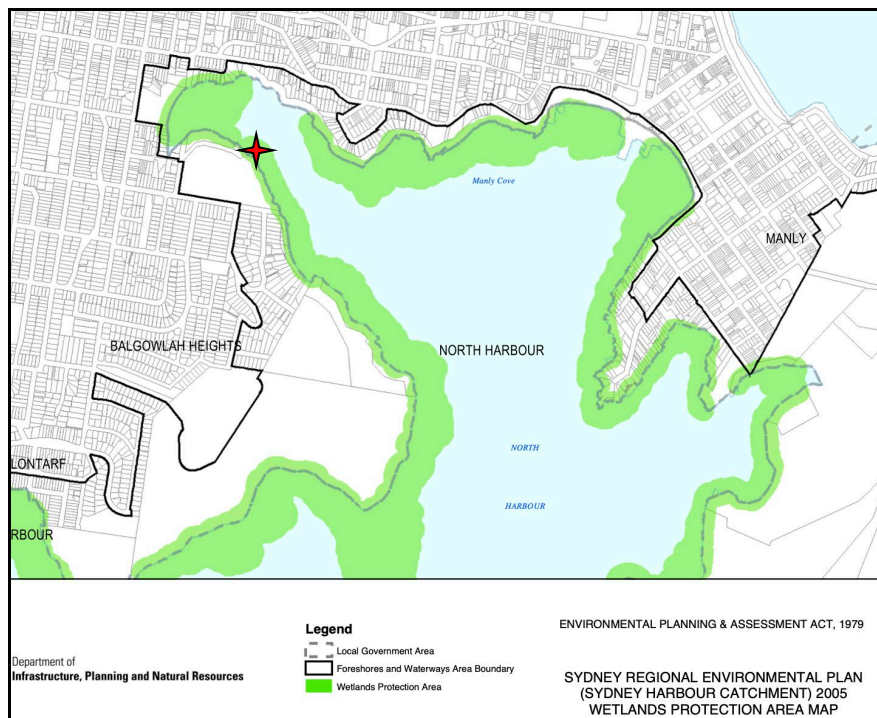


FIGURE 19: B&D_SEPP MAPPING (SREP) – WETLANDS PROTECTION AREA

- but is **not** identified as:
 - a *Sydney Harbour Heritage* site
 - a *Sydney Harbour Special Purpose (Marinas and Boat Building and Repair Facilities)*
 - a *Strategic Foreshore Site*

Demolition is identified as *Permitted without consent* under B&C_SEPP Section 6.26 Zoning of Foreshore & Waterways Area.

The compliance tables below address relevant B&C_SEPP sections that affect the Scouts Boats Shed site off Wellings Reserve and the proposed demolition works.

This proposed removal of the Scouts Boat Shed in Wellings Reserve, North Harbour, satisfies the relevant SREP **W2 Environment Protection** Zone objectives listed under B&C_SEPP Section 6.27:

B&C_SEPP W2 Zoning Objectives	Development Response
<ul style="list-style-type: none"> To protect the natural and cultural values of waters in the zone. To prevent damage to, or the possibility of long term adverse impact on, the natural and cultural values of waters in the zone and adjoining foreshores. To enhance and rehabilitate the natural and cultural values of waters in the zone and adjoining foreshores. To provide for the long term management of the natural and cultural values of waters in the zone and adjoining foreshores. 	<p>✓ The Scouts Boat Shed removal will:</p> <ul style="list-style-type: none"> be carried out in a sensitive manner to avoid any damage to the natural and cultural values of this area; allow the seabed to revert to the continued growth and expansion of the <i>Zostera</i> sea grasses that are prevalent in this location; not impact upon the vegetation existing within the Wellings Reserve. The removal process will utilise the existing foreshore steps to the boat shed and the adjoining Wellings Reserve car park; and will enhance and rehabilitate the natural and cultural values of the waters zone and foreshore.

TABLE 3: DA RESPONSE TO B&C_SEPP W2 ZONING OBJECTIVES

5.7.2 Matters for consideration:

This proposed removal of the Scouts Boat Shed satisfies B&C_SEPP Division 3 *Development in Foreshores and Waterways Area* including 6.28 General objectives, 6.32 Rocky foreshores and significant seagrasses, and 6.33 Boat storage facilities:

B&C_SEPP Requirement	Project Compliance
Section 6.28 General (various)	<p>✓ The boat shed removal will:</p> <ul style="list-style-type: none"> ensure the foreshore is protected for the public good; reduce the existing number of water based foreshore structures; protect the site's aquatic vegetation and seagrasses; protect the natural flora and fauna of the Wellings Reserve expose the site's natural rocky foreshore landform; and reduce any (limited) traffic congestion to the foreshore site.

B&C_SEPP Requirement	Project Compliance
<p>Section 6.32 Rocky foreshores and significant seagrasses</p> <p>(3) Development consent must not be granted to development on land to which this section applies unless the consent authority is satisfied the development —</p> <p>(a) will preserve and enhance the health and integrity of seagrasses, areas containing seagrasses and ecological communities in rocky foreshore areas, and</p> <p>(b) will maintain or increase the connectivity of seagrass vegetation and natural landforms, and</p> <p>(c) will prevent, or will not contribute to, the fragmentation of aquatic ecology, and</p> <p>(d) will not cause physical damage to aquatic ecology.</p>	<p>✓ The boat shed demolition will:</p> <ul style="list-style-type: none"> • remove a human introduced structure to the foreshore and waterways; • allow the seabed to revert to the continued growth and expansion of the <i>Zostera</i> sea grasses that are prevalent in this location; • preserve as the natural rocky landforms along the foreshore; and • preserve and augment the natural and aquatic ecology of the site and area.
<p>Section 6.33 Boat storage facilities</p> <p>The consent authority must consider the following—</p> <p>(a) whether the development will increase the number of public boat storage facilities and encourage the use of the facilities,</p> <p>(b) whether the development will avoid the proliferation of boat sheds and other related buildings and structures below the mean high water mark,</p> <p>(c) whether the development will provide for the shared use of private boat storage facilities,</p> <p>(d) whether the development will avoid the proliferation of private boat storage facilities in and over the waterways by providing facilities that satisfy a demonstrated demand,</p> <p>(e) whether the development will minimise the visual intrusion caused by the boat storage facility,</p>	<p>✓ The boat shed removal will:</p> <ul style="list-style-type: none"> • reduce the number, proliferation, and visual intrusion caused by existing boat storage structures and facilities along this section of North Harbour foreshores; • N/A • See comment above in response to (a) and (b).

TABLE 4: DA RESPONSE TO B&C_SEPP - DIVISION 3 DEVELOPMENT IN FORESHORES & WATERWAYS AREA OBJECTIVES

5.8 Sydney Harbour Foreshore and Waterways Area Development Control Plan 2005 (the SH_DCP)

The SH_DCP accompanies the B&C_SEPP and includes aims and performance criteria in relation to *Ecological* or *Landscape* assessment, and applies development and design guidelines for the area. As the Scouts Boat Shed at Wellings Reserve on North Harbour is identified in the “*Foreshores and Waterways Area*” under the B&C_SEPP, the controls of the SH_DCP apply to this Development Application.

The Scouts boat shed lies within an area defined by SH_DCP Map 14 as containing *existing pedestrian access, mixed rocky intertidal and sand, and woodland*.

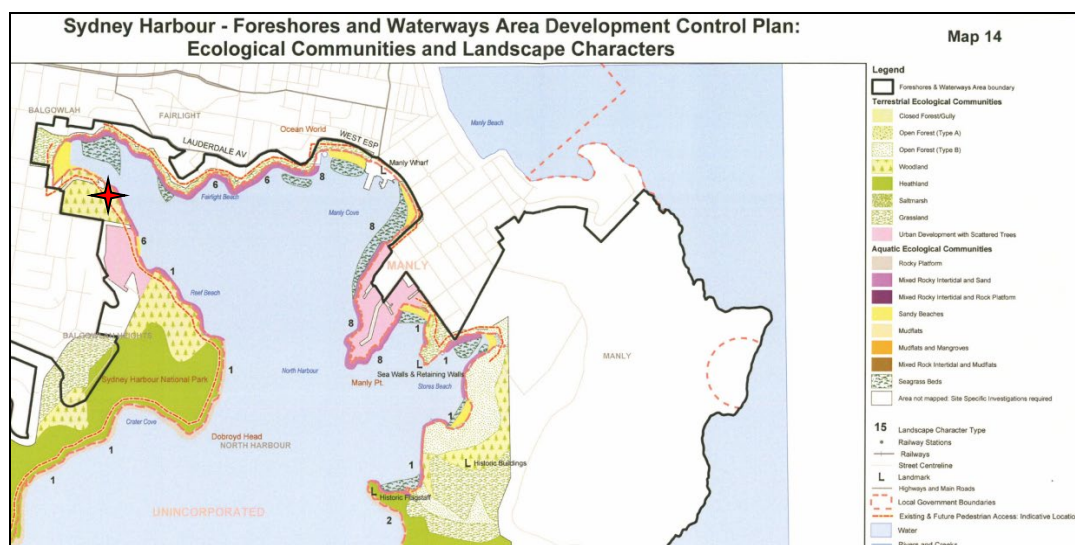


FIGURE 20: SH_DCP MAPPING – ECOLOGICAL COMMUNITIES AND LANDSCAPE MAP 14

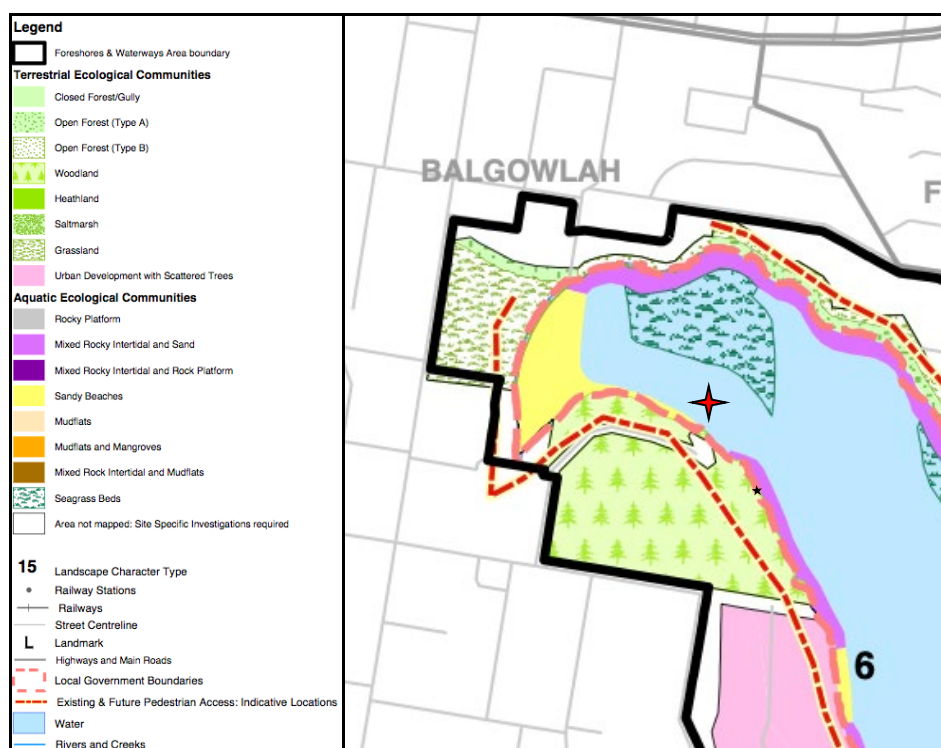


FIGURE 21: SH_DCP MAPPING – TERRESTRIAL & AQUATIC COMMUNITIES

The Scouts boat shed complies with the ‘*Urban Development with Scattered Trees*’ status of the DCP. The proposed removal of the boat shed will have a positive impact upon the foreshore ‘*Mixed Rocky Intertidal and Sand*’ ecological status of the foreshore by virtue of the site’s consequential return to natural environmental ecology, as well as potentially and significantly improving the publicly accessible foreshore walk along this section of the North Harbour foreshore.

5.8.1 General Aims

Section 2 of the SH_DCP addresses the General Aims. The proposed removal of the Scouts boat shed satisfies the following relevant aims:

2.2 General Aims

The overall purpose of the performance criteria is to conserve biological diversity within and around Sydney Harbour and its tributaries. Within this context, criteria have been devised to ensure that:

- ecological communities, particularly those which form wildlife habitats, are protected and where feasible enhanced;
- development is sited to retain native vegetation, wetlands and natural foreshores
- development does not impact adversely on water quality.

5.8.2 Ecological Assessment

The site’s surrounding waterways contain *Zostera* seagrasses within the harbour beds up to the north-east edge of the Scouts boat shed, as identified by Fisheries NSW Spatial Data Portal (extract below):

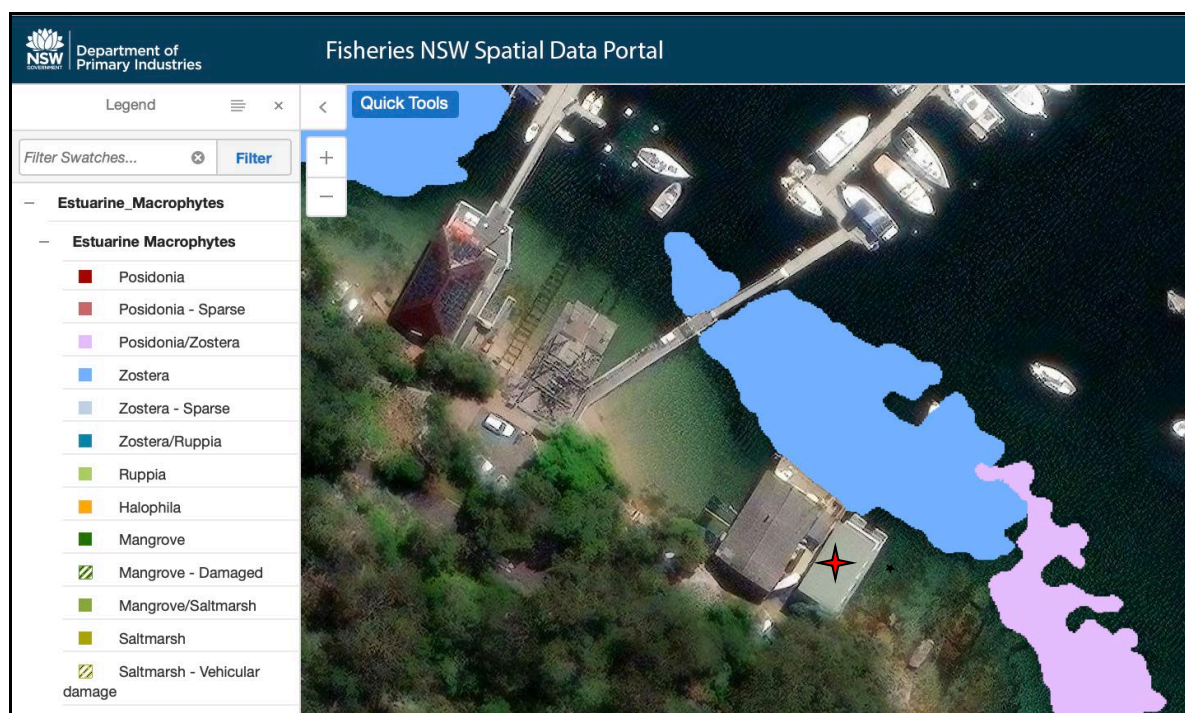


FIGURE 22: ESTUARINE MACROPHYTES (SOURCE FISHERIES NSW Spatial Data Portal)

The removal of the Scouts Boat Shed off Wellings Reserve, North Harbour, will:

- remove a human introduced structure to the foreshore and waterways;
- allow the seabed to revert to the continued growth and expansion of the *Zostera* sea grasses that are prevalent in this location; and
- preserve as the natural rocky landforms along the foreshore preserve and augment the natural and aquatic ecology of the site and area.

This assessment concludes that the proposed demolition and removal of the Scouts boat shed satisfies the relevant SH_DCP *Table 3 Terrestrial Ecological Communities* performance criteria for *vegetation protection*:

- Vegetation clearance is minimised.
- Severance of vegetation corridors is minimised.
- Mature trees containing hollows are preserved, where feasible.
- Disturbance in adjacent areas is carefully controlled.
- Tree canopies are maintained.
- Natural watercourses and any special natural features such as cliff faces and rock outcrops are protected.

This assessment concludes that the proposed demolition and removal of the Scouts boat shed also satisfies the relevant SH_DCP *Table 5 Aquatic Ecological Communities* performance criteria for *vegetation protection*:

- Vegetation clearance is minimised.
- Shading of seagrass communities is avoided.
- Food sources for grazing organisms are protected.
- Light penetration is not reduced, thereby maintaining algal growth in the intertidal zones.
- Plant and algae growth in mudflats or mangroves is maintained and enhanced.
- Light penetration to seagrass beds is maintained to prevent reducing productivity or killing seagrass communities.

5.8.3 Landscape Assessment

In response to the requirements of SH_DCP Section 3. *Landscape Assessment*, the Scouts boat shed appears to conform to *Landscape Character Type 3*, and where the SREP *Statement of Character and Intent* is described as follows:

“Statement of Character and Intent

This area is characterised by the natural interface between water and land with rocky outcrops and steep topography dominating the foreshore. Residential development in the surrounding areas provides a backdrop. The intent in this area is to allow suitable development that is of an appropriate scale and siting to maintain natural shorelines and vegetation.”

The proposed demolition and removal of the Scouts boat shed is concluded to satisfy the following SH_DCP *Landscape Character Type 3 Performance Criteria*:

Type 3 Performance Criteria	DA Response
Any development within this landscape is to satisfy the following criteria: <ul style="list-style-type: none"> development at the water's edge has been sited so that the view of the natural shoreline remains predominant; 	✓ The proposed removal of the Scouts boat shed will significantly augment and improve public views of the original and natural shoreline.
<ul style="list-style-type: none"> significant natural features such as rock outcrops, dominance of the tree canopy, native vegetation, ridgelines, rock ledges and platforms are protected and enhanced; 	✓ The proposed Scouts shed removal will significantly return the foreshore's rocky outcrops, shoreline, rock ledges and platforms, and will preserve the Wellings Reserve forested vegetation.
<ul style="list-style-type: none"> development is sited and designed so that the visual dominance of the tree canopy on the slopes and along the skyline is maintained; 	✓ The proposed removal of the Scouts boat shed will retain and marginally improve the visual dominance of Wellings Reserve tree canopy.
<ul style="list-style-type: none"> development retains the character of the enclosed waterbody or bay by maintaining the visual dominance of the natural features and preserving key points and entry into these areas in their natural state; and 	✓ The proposed removal of the Scouts boat shed will return the visual dominance of the natural shoreline and waterbody of North Harbour.
<ul style="list-style-type: none"> existing character, natural, cultural and heritage features of the islands are retained; and 	N/A: The proposed works are not sited on any Harbour island.
<ul style="list-style-type: none"> overall colours should match native vegetation and geological features as closely as possible with trim colours drawn from natural elements such as tree trunks and stone. 	N/A: The existing boat shed is proposed for removal.

TABLE 5: DA RESPONSE TO SH_DCP LANDSCAPE CHARACTER TYPE 3 CRITERIA

5.8.4 Land-Water Interface Developments –Design Guidelines

This SEE concludes that the proposed removal of the Scouts boat shed satisfies the following relevant SH_DCP Section 4 *Design Guidelines for Water-Based and Land/water Interface Developments* objectives and requirements:

- the removal of the boat shed will significantly reduce the existing proliferation of boat shed structures along this section of North Harbour and their landscape setting within the Wellings Reserve;
- public use and views to the natural shoreline and foreshore features will be significantly improved; and
- public access to the waterways will be significantly improved, and will avoid unnecessary removal of trees, bushland and seabed.

The DA does **not** include any of the following matters for SH_DCP Guidelines:

- (new) Buildings & Structures
- Built Form
- Signage
- Marinas
- Private Landing Facilities
- (new) Mooring Pens
- Seawalls
- Dredging
- (new) Slipways
- Skids
- Boat Lifts
- Swimming Pools/enclosures
- (new) Boat Sheds
- Reclamation

5.8.5 Land-Based Developments – Design Guidelines

The proposed demolition works satisfy the relevant SH_DCP *Section 5 Design Guidelines for Land-Based Developments* that apply to *5.9 Community Boating and water Based Recreational Facilities*:

- Full retention and improvement of the natural form and alignment of the dominant Wellings Reserve forest and rock/beach foreshore access; and
- Improvement of public views from land or water.

5.9 State Environmental Planning Policy (Resilience & Hazards) 2021(the R&H_SEPP)

The R&H-SEPP was gazetted on 2 December 2021, and amended as recently as 4 August 2023. The R&H-SEPP provides a statewide approach to reducing the risk of harm to human health or any other aspect of the environment arising from contaminated land. Pursuant to Clause 4.6 of the R&H SEPP, a consent authority must not consent to the carrying out of any development application on land unless it has considered whether the land is contaminated and, if so, it is satisfied that the land is suitable in its contaminated state (or will be suitable, after remediation) for the proposed use. If remediation is required, the consent authority must be satisfied that the land will be remediated before use.

The Scouts Boat Shed off the Wellings Reserve and fronting North Harbour is sited in a foreshore location with a history of public recreational and boating activities and associated structures.

The proposed demolition and removal of the Scouts Boat Shed is unlikely to result in the lowering of the water table below 1 metre AHD and is unlikely to increase the risk of coastal hazards to the subject site.

The site is therefore concluded to be suitable for the reverting the land and foreshore back to its original natural and ecological condition, and consequently a Stage 1 site investigation is not considered to be necessary in this instance.

The site is not identified by Council as being within an area subject to flooding, bushfire or any other particular hazards. The proposed DA works therefore will not increase the likelihood of such hazards.

5.10 Manly Local Environmental Plan 2009 (M_LEP)

The MLEP was gazetted on 5 April 2013 and most recently modified on 23 February 2024. The DA addresses the following relevant MLEP controls:

Instrument clause	Manly Control / Standard	DA Compliance
Land Use Zone (MLEP Sheet LZN_004)	LEP Land Use Table Zoned C2 <i>Environmental Conservation</i>	✓ Boat shed demolition permissible with consent.
Heritage Conservation MLEP Clause 5.10: (MLEP Sheet HER_004)	Applies to State, Local, Conservation Area Heritage listings	✓ The Scouts Shed is located within the heritage listed I28 Wellings Reserve. ✓ Demolition of the shed reverses an introduced structure and satisfies Council heritage controls.
Bush Fire hazard reduction MLEP Clause 5.11	Applies provisions relating to the carrying out of development on bush fire prone land	✓ The boat shed lies within a <i>Vegetation Category 1</i> (Wellings Reserve) and <i>Vegetation Buffer</i> (foreshore) zones. Shed removal does not present a bush fire hazard.
Acid Sulfate Soils MLEP Clause 6.1: (MLEP Sheet ASS_004)	Site classified as Class 5.	✓ The boat shed demolition is unlikely to lower the water table below 1m AHD.
Terrestrial Biodiversity, Wetlands, Riparian Corridors MLEP Clauses 6.5–6.7: (MLEP Sheet CL2_004)	Applies provisions relating to land mapped as containing terrestrial biodiversity, a wetland, or within a riparian corridor.	✓ The Scouts boat shed is located within a <i>terrestrial biodiversity</i> area, and <i>wetland</i> zones. The boat shed removal will contribute positively to the growth & protection of terrestrial biodiversity.
Foreshore Scenic Protection Area, Foreshore Building Line: MLEP Clause 6.9, 6.10 (MLEP Sheets FBL_004, FSP_004)	Applies provisions relating to land mapped within a foreshore scenic area or foreshore area	✓ The Scouts boat shed is located within Council's <i>foreshore scenic</i> area and <i>foreshore building line</i> . The proposed shed removal satisfies Council's controls.

TABLE 6: DA RESPONSE TO PRINCIPAL M_LEP 2013 PLANNING CONTROLS

This report notes the M_LEP provisions/maps **do not** identify the DA site, or provide any relevant controls for the following categories:

- Active Street Frontages
- Land acquisition
- Flood Planning
- Riparian Corridor
- Flood Planning
- Key Sites

s.1.2 Aims of the Plan

The proposed Scouts boat shed demolition works will remove a human introduced structure from the North Harbour foreshores and allow the subject foreshore area and seabed to return to its natural condition. The works will contribute positively to the continued growth and protection of the bushland (Wellings Reserve) and foreshore vegetation and aquatic ecology (North Harbour waterways). Consequently, the proposed boat shed removal works satisfy the following relevant M_LEP 'Aims':

- “(a) in relation to all land in Manly —
 - (iv) to ensure all development appropriately responds to environmental constraints and does not adversely affect the character, amenity or heritage of Manly or its existing permanent residential population,
- (e) in relation to heritage—to identify, protect, sustain, manage and conserve all heritage, including archaeological relics, sites and resources, places of Aboriginal heritage significance, heritage items (and their curtilages), heritage conservation areas and the cultural (natural and built) environmental heritage of Manly,
- (f) in relation to the natural environment—
 - (i) to conserve and enhance terrestrial, aquatic and riparian habitats, biodiversity, wildlife habitat corridors, remnant indigenous vegetation, geodiversity and natural watercourses, and
 - (iii) to protect, enhance and manage environmentally sensitive land with special aesthetic, ecological, scientific, cultural or conservation values for the benefit of present and future generations, and
 - (iv) to protect existing landforms and natural drainage systems and minimise the risk to the community in areas subject to environmental hazards, particularly flooding, bush fires, acid sulfate soils, sea level rise, tsunamis and landslip, and
 - (v) to provide a framework that facilitates and encourages measures to assist the adaptation of the local environment to mitigate the impacts of climate change, and
 - (vi) to give priority to retaining bushland for its own intrinsic value and as a recreational, educational and scientific resource,
- (g) in relation to Manly’s unique harbour, coastal lagoon and ocean beach setting—
 - (i) to preserve and enhance the amenity of public places and areas visible from navigable water around Manly, and
 - (ii) to retain open space, make more foreshore land available for public access and protect, restore and enhance riparian land along watercourses and foreshore bushland.

s.2.3 Zone objectives and Land Use Table

M_LEP section 2.3 clause (2) requires that:

- (2) The consent authority must have regard to the objectives for development in a zone when determining a development application in respect of land within the zone.

The M_LEP zones the Scouts boat shed on land as a **C2 Environmental Conservation and Management** land use zone.

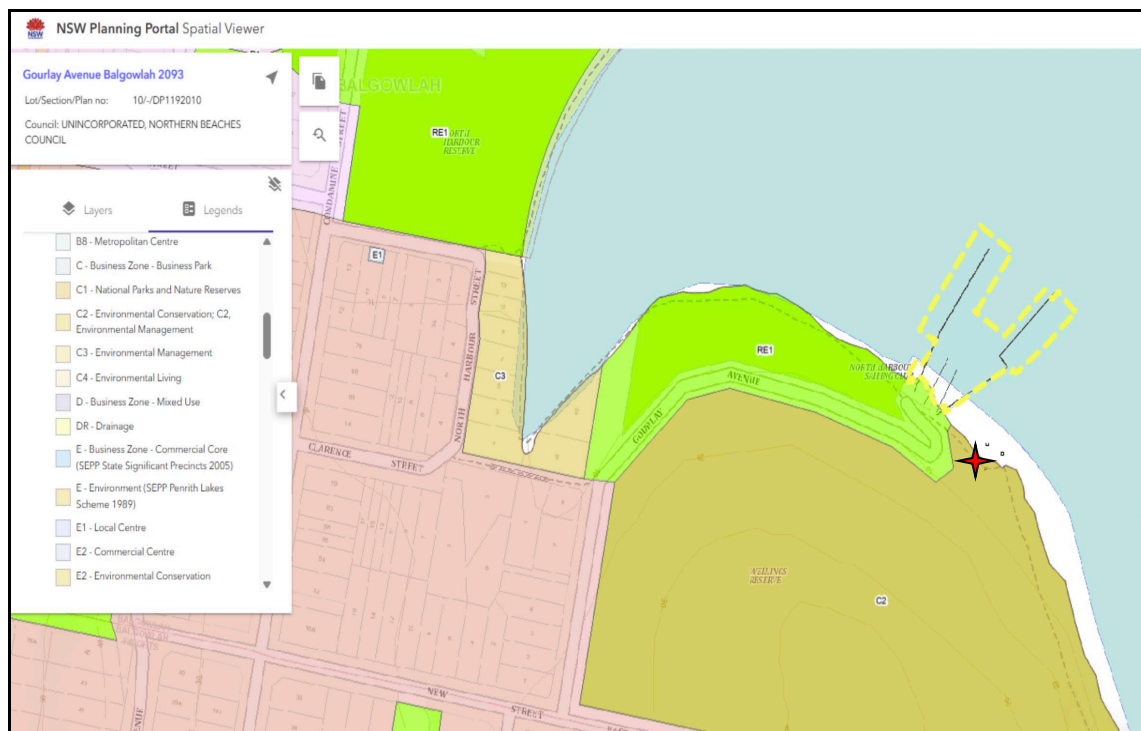


FIGURE 23: M_LEP LAND USE ZONING MAP (source NSW Planning Portal Spatial Viewer)

The existing Scouts boat shed is best described as an **outdoor recreation facility** as defined by the LEP Standard Instrument:

recreation facility (outdoor) means a building or place (other than a recreation area) used predominantly for outdoor recreation, whether or not operated for the purposes of gain, including a golf course, golf driving range, mini-golf centre, tennis court, paint-ball centre, lawn bowling green, outdoor swimming pool, equestrian centre, skate board ramp, go-kart track, rifle range, water-ski centre or **any other building or place of a like character used for outdoor recreation (including any ancillary buildings)**, but does not include an entertainment facility or a recreation facility (major).

The C2 zone does not prohibit the use of an outdoor recreation facility such as the Scouts boat shed; nor does it prohibit the demolition of such a facility/structure, as is proposed by this DA.

The demolition and removal of the Scouts boat shed off Wellings Reserve will:

- remove a human introduced structure to the foreshore and waterways;
- allow the seabed to revert to the continued growth and expansion of the *Zostera* sea grasses that are prevalent in this location;
- preserve as the natural rocky landforms along the foreshore; and
- preserve and augment the natural and aquatic ecology of the site and area.

The proposed demolition and removal work therefore satisfies the following relevant C2 *Environmental Conservation and Management* land use 'Objectives':

- To protect, manage and restore areas of high ecological, scientific, cultural or aesthetic values.
- To prevent development that could destroy, damage or otherwise have an adverse effect on those values.

s.2.7 Demolition requires development consent

M_LEP section 2.7 *Demolition* confirms that development consent is required from Council for the demolition of the Scouts boat shed:

2.7 Demolition requires development consent

The demolition of a building or work may be carried out only with development consent.

The M_LEP defines demolition as follows:

demolish, in relation to a heritage item or an Aboriginal object, or a building, work, relic or tree within a heritage conservation area, means wholly or partly destroy, dismantle or deface the heritage item, Aboriginal object or building, work, relic or tree.

This DA specifically seeks Council's consent for the demolition and removal of the Scouts boat shed at the Wellings Reserve on North Harbour. Scouts NSW participation has declined in recent years, and this site is no longer in active use. The building structure has deteriorated over the years and does not warrant the investment required to return it to proper functionality, given the declined use.

The site occupied by Scouts NSW boat shed is jointly owned by both Roads and Maritime Services/Transport for NSW and by the Northern Beaches Council where the Shed connects and is sited on land at the Wellings Reserve. A Deed of Lease dated 11 November 1982 between the Maritime Services Board NSW and The Australian Boys Scout Association (NSW Branch) permits Scouts NSW to occupy the 105m² boat shed site (Lease Plan M.C155L).

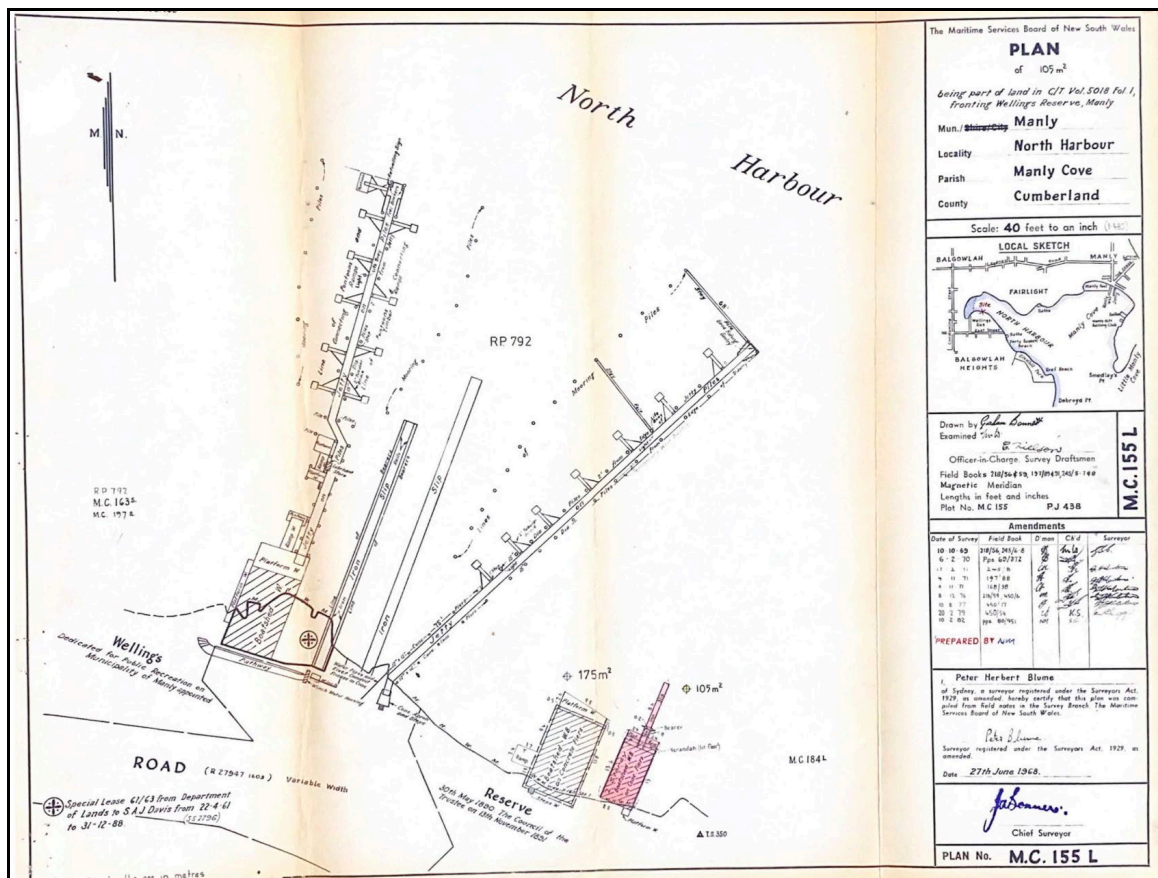


FIGURE 24: EXTRACT DEED OF LEASE

Clause 7 of the lease requires that prior to the expiration or termination of the lease, the Scouts Association are to remove the structures occupying the subject lease area, hence the lodgement of this Development Application.

s.5.7 Development below Mean High Water Mark (MHWM)

M_LEP section 5.7 *Development below mean high water mark* confirms that development consent is required from Council for the demolition of a structure situated below mean high water mark, hence the lodgement of this DA. The piles supporting the Scouts boat shed are located below mean high water mark:

5.7 Development below mean high water mark

- (1) The objective of this clause is to ensure appropriate environmental assessment for development carried out on land covered by tidal waters.
- (2) Development consent is required to carry out development on any land below the mean high water mark of any body of water subject to tidal influence (including the bed of any such water).

The Demolition Methodology report by *JohnStaff* provides specific details on the manner of shed and pilings removal from the site.

s.5.10 Heritage Conservation

M_LEP section 5.10 *Heritage conservation* requires Council's consent for any proposal that demolishes, alters or disturbs a heritage item, Aboriginal object, or work within a conservation area.

M_LEP *Schedule 5 Environmental Heritage, Part 1 Heritage items* list heritage item *128 Wellings Reserve* at Gourlay Avenue and New Street, North Harbour, on which the Scouts boat shed is sited. The subject land Crown land managed by the Northern Beaches Council.

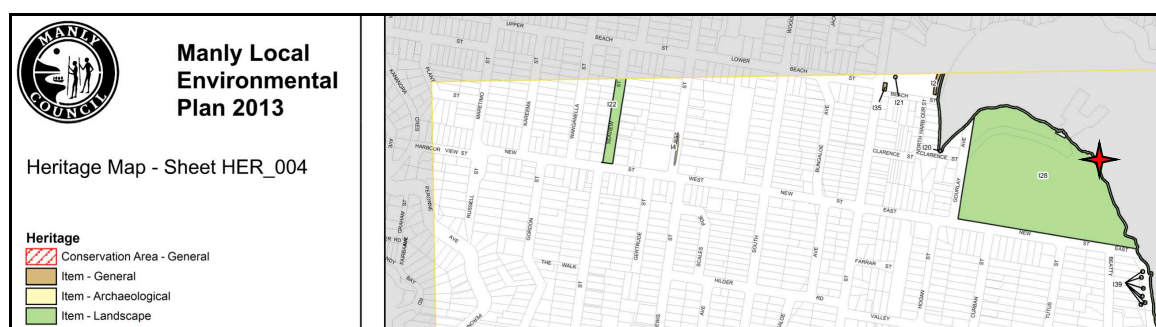


FIGURE 25: M_LEP HERITAGE MAP (Map HER_004)

The removal of the Scouts boat shed on Welling Reserve reverses an introduced human structure on the North Harbour foreshores, and its' removal consequently reverts the foreshore park and coastline back to natural condition.

The demolition and removal works will therefore produce a positive impact to Wellings Reserve and the North Harbour foreshore/waterways, including existing views and public accessways along the foreshore, including the Reserve's and coastal natural, topographical and cultural features. On this basis, this SEE supports the proposed demolition and removal works and recommends that Council should have no hesitation in approving the proposed works on heritage grounds.

s.5.11 – Bush Fire Hazard Reduction

M_LEP Section 5.11 states:

5.11 Bush fire hazard reduction

Bush fire hazard reduction work authorised by the *Rural Fires Act 1997* may be carried out on any land without development consent.

The Wellings Reserve to which the Scouts boat shed is connected on land mass is classified as *Vegetation Category 1* and *Vegetation Buffer* on Council's Bush Fire Prone Land Map (see Figure 26 map overleaf). The demolition and removal of the Scouts boat shed will assist in limiting a bush fire hazard destination, including any consequential and damage to building and infrastructure, in the event of a fire.

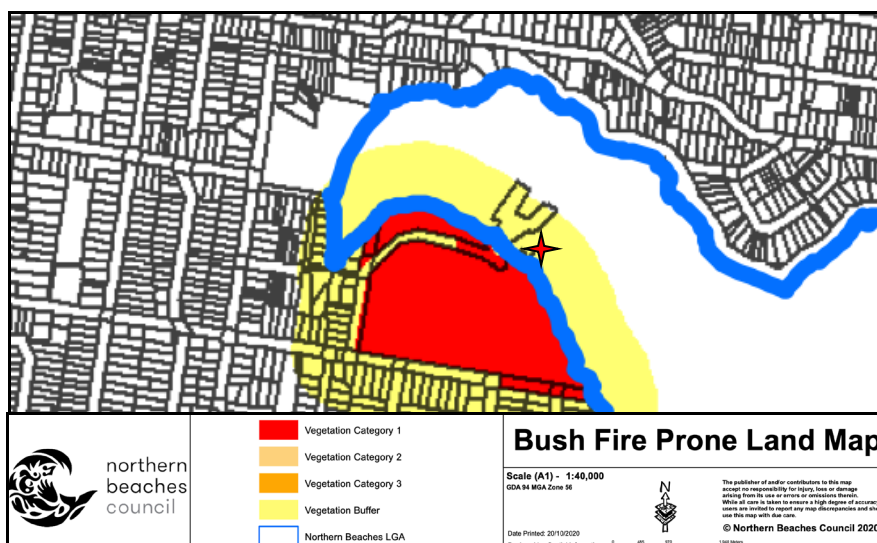


FIGURE 26: BUSH FIRE PRONE LAND MAP (source Council Bush Fire Prone Land Map)

s.5.15 Flood Planning

M_LEP section 5.10 *Flood Planning* requires Council consent for any proposal affected by a flood planning area. Wellings Reserve is not identified on the Northern Beaches Council Flood Hazard Map.

s.5.23 Public Bushland

M-LEP section 5.23 *Public Bushland* requires Council to consider the protection and ecological viability of bushland. Wellings Reserve, to which the western edge of the Scouts boat shed is attached and located on, is classified as bush land. The demolition and removal of the Scouts boat shed addresses the criteria required of Council in consideration of development applications in the Table below:

Section 5.23 requirements	DA Compliance
(3) Development consent must not be granted to development that will disturb, or is reasonably likely to disturb, public bushland unless the consent authority is satisfied of the following— (a) the disturbance of the bushland is essential for a purpose in the public interest,	✓ The removal of the Scouts boat shed will open up further bushland growth and public accessibility pathway opportunities along the foreshore.
(b) there is no reasonable alternative to the disturbance,	✓ The boat shed removal is required under the site Lease between Scouts and TfNSW. This DA has TfNSW <i>permission to lodge</i> the DA and also has Council's land owners consent.
(c) the development minimises the amount of bushland to be disturbed,	✓ The boat shed removal is subject to a Demolition methodology by <i>JohnStaff</i> . The demolition process will ensure that natural coastline features and the Welling Reserve bushland are protected during works.
(d) the development includes measures to remediate the disturbed bushland.	

TABLE 7: DA RESPONSE TO M_LEP PUBLIC BUSHLAND CRITERIA

s.6.1 Acid Sulfate Soils and s. 6.8 Landslide Risk

M_LEP section 6.1 *Acid Sulfate Soils* requires the following:

- (2) Development consent is required for the carrying out of works described in the table to this subclause on land shown on the Acid Sulfate Soils Map as being of the class specified for those works.
- (6) Despite subclause (2), development consent is not required under this clause to carry out any works if:
 - (a) the works involve the disturbance of less than 1 tonne of soil, and
 - (b) the works are not likely to lower the water table.

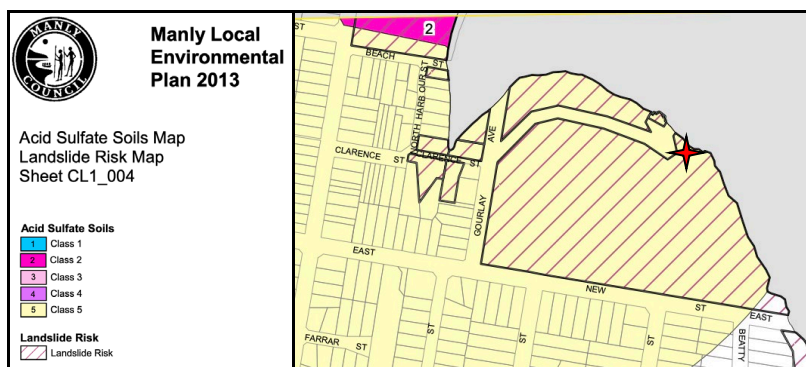


FIGURE 27: EXTRACT MLEP - ACID SULFATE SOILS & LANDSLIDE RISK MAP – SHEET CL1_004

Council's *Acid Sulphate Soils Map* classifies the Wellings Reserve as a Class 5 area. Class 5 land are only of risk to Acid Sulfate Soils where proposed works are likely to lower the water table below 1 metre AHD.

The geology of the site is believed to be a generally flat surface of sandstone of medium to high strength calibre.

The site has a history and continuation of foreshore use for recreational water based activities set within a foreshore and bushland coastline. The proposed removal of the Scouts boat shed will not result in the disturbance of 1 tonne of soil or the lowering of the water table below 1 metre AHD. Consequently, the site is therefore suitable for the proposed demolition and removal of the Scouts boat shed development.

M_LEP section 6.8 *Landslide Risk* requires the consent authority to be satisfied of the following:

- (4) Development consent must not be granted to development on land to which this clause applies unless the consent authority is satisfied that the development will appropriately manage waste water, stormwater and drainage across the land so as not to affect the rate, volume and quality of water leaving the land, and that—
 - (a) the development is designed, sited and will be managed to avoid any landslide risk or significant adverse impact on the development and the land surrounding the development, or
 - (b) if that risk or impact cannot be reasonably avoided—the development is designed, sited and will be managed to minimise that risk or impact, or
 - (c) if that risk or impact cannot be minimised—the development will be managed to mitigate that risk or impact.

The Scouts boat shed site is also identified in Council's mapping as a site for *landslide risk*. This DA includes a Demolition Methodology report prepared by *JohnStaff*. The demolition and removal process will ensure that the North Harbour natural coastline features and the Welling Reserve bushland are protected and preserved during works. The demolition and removal process does not invoke the possible failure of any structural elements, such as retaining walls, piles, and the like, as all associated structures and facilities will be removed and the site returned to its natural state.

The Wellings Reserve to which the Scouts boat shed is connected on land mass is classified as a *Wetland* and contains *Biodiversity* values under the MELP Map CL2 004.

FIGURE 28: MLEP – TERRESTRIAL BIODIVERSITY & WETLANDS MAP: SHEET CL2 004

This SEE assessment is of the opinion that the demolition removal of the Scouts boat shed at Wellings Reserve on North Harbour satisfies the consent authority's consideration of relevant matters, for reasons including that the works:

s.6.9 & 6.10 – Foreshore Scenic Protection Area, Foreshore Area

The Wellings Reserve to which the Scouts boat shed is connected on land mass is classified as:

- a *Foreshore Scenic Protection Area* under the MELP Map MFSP_004; and
- a *Foreshore Area* and within a *Foreshore Building Line* - MELP Map FBL_004.

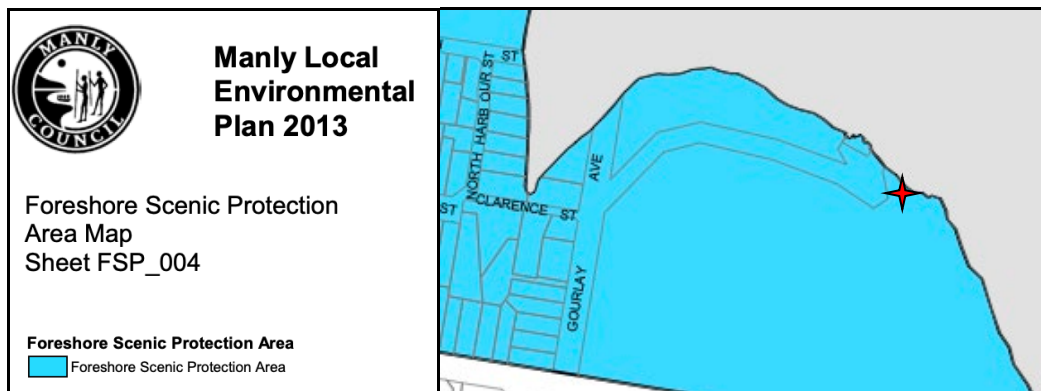


FIGURE 29: EXTRACT MELP – FORESHORE SCENIC PROTECTION AREA: SHEET FSP_004

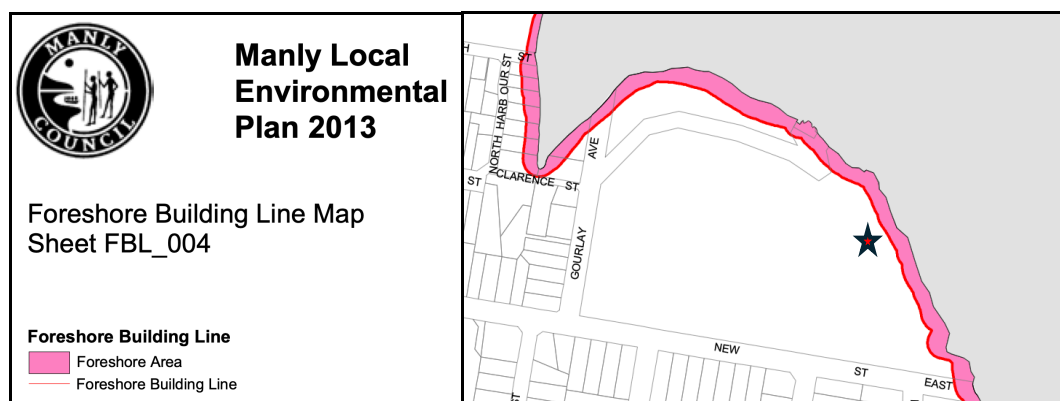


FIGURE 30: EXTRACT MELP – FORESHORE BUILDING LINE– SHEET FBL_004

Both M_LEP sections 6.9 and 6.10 are drafted with objectives aimed of ensuring that new development (buildings and structures) mitigate the impacts of pollution, aquatic and bushland habitats, drainage, congestion of foreshore accessways, aesthetics appearance of the foreshore, scenic qualities, loss of views, and the like.

This SEE is of the opinion that the removal of the Scouts Boat Shed off Wellings Reserve, North Harbour, will satisfy the consent authority's consideration of relevant matters under each section, for reasons including that the works will:

- remove a human introduced shed structure to the foreshore and waterways;
- allow the seabed to revert to the continued growth and expansion of the *Zostera* sea grasses that are prevalent in this location;
- preserve as the natural rocky landforms along the foreshore preserve and augment the natural and aquatic ecology of the North Harbour waterways; and
- improve public access, views and aesthetics qualities along the foreshore.

Conclusion: This SEE concludes that the proposed DA works comfortably satisfy the relevant objectives and controls required by the *Manly LEP 2013*.

4.4 Manly DEVELOPMENT CONTROL PLAN 2022 (the M_DCP)

The *Manly Development Control Plan 2013* (M_DCP) was formally adopted on 13 May 2013, with the latest amendment of 15 December 2020 (Amendment 16). This DA is assessed against the following relevant M_DCP guidelines.

This SEE notes that the majority of the M_DCP guidelines and controls addresses guidelines for new development and structures and their impact upon environmental setting and criteria. However, this DA is for the demolition and removal of a human introduces boat shed structure to the Wellings reserve and North Harbour foreshores. Consequently, this assessment focusses on the requirement for demolition works as required by the M_DCP. This SEE concludes that the proposed DA will comfortably satisfy the following relevant M_DCP *Aims* (M_DCP section 1.7):

- a) Ensure that development contributes to the quality of the natural and built environments.
- c) Ensure that development is economically, socially and environmentally sustainable and to require the principles of ecologically sustainable development to be taken into consideration when determining DAs.
- d) Ensure future development has consideration for the needs of all members of the community.
- e) Ensure development positively responds to the qualities of the site and its context.
- f) Ensure development positively responds to the heritage and character of the surrounding area.

The DA includes a Demolition Methodology report prepared by *JohnStaff*. The demolition and removal process will ensure that the North Harbour natural coastline features and the Welling Reserve bushland are protected and preserved during works. The demolition works and program will satisfy the following M_DCP section 2.1.10 requirements:

2.1.10 Construction Site Management Reports and Plans

2.1.10.3 Demolition and Construction

Residues from operations such as masonry-cutting, washing tools, and concreting must be:

- a) contained on the site and treated using sedimentation settling tanks or flocculation and disposed of in accordance with the Waste Management Plan at paragraph 2.1.12 of this plan;
- b) stored well clear of any poorly drained or flood prone areas, stream banks, and channel or stormwater drainage area in a designated area and under cover where possible; and
- c) provided with containment bunds, constructed around the storage areas which allow salvaging of spilt materials.

The DA also includes a Waste Management Plan by *JohnStaff*, and which satisfies the following M_DCP section 2.1.12, 3.5 and 3.8 requirements:

2.1.12.1 Waste Management at DA or Construction Certificate stage

The plan must address:

- i) The type and quantity of excess materials to be generated during the demolition, construction and ongoing stages of the proposed development;
- ii) How excess materials are to be stored and used (by re-use and/or recycling) either on or off site;
- iii) How and where residual waste will be disposed; and
- iv) How waste generated by the use of the completed development will be managed.

3.8 Waste Management

Relevant objectives to satisfy in relation to this paragraph include the following:

Objective 2) Encourage environmentally protective waste management practices on construction and demolition sites which include:

* building designs and demolition and construction management techniques which maximises avoidance, reuse and recycling of building materials and which will minimise disposal of waste to landfill; and

3.8.2 Demolition and Construction Waste Management Requirements for the management of wastes, particularly in relation to the demolition of buildings are as follows:

- a) Footpaths, public reserves, street gutters are not used as places to store demolition waste or materials of any kind without Council approval;
- b) Any material moved off-site is to be transported in accordance with the requirements of the Protection of the Environment Operations Act 1998;
- c) Demolition and construction waste dockets demonstrating lawful disposal of waste must be retained onsite and kept readily accessible for inspection by regulatory authorities such as Council, the Environmental Planning Authority or Work Cover NSW;
- d) Waste is only to be disposed of at an appropriately licensed facility;
- e) Production, storage and disposal of hazardous waste are only conducted in accordance with any applicable Environmental Planning Authority guidelines.

The demolition methodology of the Scouts boats shed will satisfy the following M_DCP section 4.4 requirements:

4.4.1 Demolition

Relevant DCP objectives in this plan in relation to these paragraphs include:

Objective 1) To protect the environment during demolition, site works, and construction phases of development.

Where development involves demolition, the applicant is to demonstrate that the degree of demolition considers any existing building on the land that should be retained and appropriately adapted in order to:

- a) Meet ecologically sustainable development principles by conserving resources and energy and reducing waste from any demolition process; and
- b) Conserve the cultural heritage of the existing building and that of the locality. An appropriate assessment of potential heritage significance must accompany any DA in relation to demolition. If the property has merit as a potential heritage item, the heritage controls and considerations in this plan apply.

6. SECTION 4.15 (1)(b) – THE LIKELY IMPACTS OF THE DEVELOPMENT

Section 4.15 (1)(b) of the *Environmental Planning and Assessment Act 1979* (the “Act”) requires the consent authority to consider the likely impacts of that development, including environmental impacts on both the natural and built environments, and social and economic impacts in the locality.

The following potential environmental, social, and economic impacts are identified as relevant to this DA.

6.1 Local Heritage

The removal of the Scouts boat shed from the heritage listed I28 Welling Reserve reverses a human introduced structure on the North Harbour foreshores, and its’ removal consequently reverts the foreshore park and coastline back to its natural condition.

The demolition and removal works will therefore produce a positive impact to Wellings Reserve, the North Harbour foreshore/waterways, including existing views and public accessways along the foreshore, including the Reserve’s and coastal natural, topographical and cultural features. On this basis, this SEE supports the proposed demolition and removal works and recommends that Council should have no hesitation in approving the proposed works on heritage grounds.

6.2 Visual Impact

The demolition and removal of the Scouts boat shed will contribute to reducing the existing proliferation of water based recreational structures along the Wellings Reserve foreshore and North Harbour waterways. Furthermore, the DA will facilitate the improved opening up of public views and access along the North Harbour foreshores.

6.3 Tree protection

The demolition and removal of the Scouts boat shed will be guided by a Demolition Methodology report, prepared by *JohnStaff*. The demolition and removal process will ensure that the North Harbour natural coastline features and the Welling Reserve bushland are protected and preserved during works.

6.4 Traffic & Parking

The DA is not designed to accommodate any long-term increase in general parking demand. The proposed works will take advantage of the existing 30 publicly available parking spaces on Gourlay Avenue within Wellings Reserve (less than 100 metres from the Scouts boat shed), to facilitate the short-term parking for works contractors.

6.5 Vegetation and Ecological Impacts

The demolition and removal of the Scouts boat shed will be guided by a Demolition Methodology Plan, prepared by *JohnStaff*. The demolition and removal process will ensure the minimal impact upon the existing waterway beds, sea grasses, and the aquatic ecology within this section of North Harbour.

6.7 Waste Management

The DA includes a Waste Management summary (based on Council's template) addressing the materials that will be removed during the demolition of the boatshed.

6.8 Noise Impact

Noise generated during demolition and removal activities will be regulated by continued adherence to Council's consent conditions in terms of noise generation and hours of works.

7. SECTION 4.15 (1)(C) – THE SUITABILITY OF THE SITE FOR DEVELOPMENT

Section 4.15 (1)(c) of the Act requires the consent authority to consider the suitability of the site for development. The proposed demolition and removal of the Scouts boat shed is concluded to be suitable for this site for the following reasons:

- a) The proposed works return the site to (as close as possible) their original environmental condition both within the Wellings Reserve bushland and the North Harbour waterways.
- b) The DA proposal satisfies the requirements and controls of various Acts and environmental planning instruments affecting the site including the *Coastal Management Act 2016*, *Water Management Act 2000*, *Fisheries Management Act 1994*, *SEPP (Planning Systems) 2021*, *SEPP (Transport & Infrastructure) 2021*, *SEPP (Biodiversity and Conservation) 2021*, *Sydney Harbour Foreshores DCP 2005*, *SEPP (Resilience and Hazards) 2021*, and the *Manly LEP 2013*.
- c) The proposed works are permissible, subject to the Northern Beaches Council consent, under the provisions of the *Manly Local Environmental Plan 2013*.
- d) The proposed works satisfies the relevant objectives of the *Manly Development Control Plan 2013* guidelines.

8. SECTION 4.15 (1)(E) – THE PUBLIC INTEREST

Section 4.15 (1)(e) of the Act requires the consent authority to consider the public interest. The public interest is best served by the orderly and economic use of land for purposes permissible under the relevant planning regime and predominantly in accordance with the prevailing planning controls.

The proposed demolition and removal of the Scouts boat shed will result in a number of public benefits through the following measures:

- a) Returning the site to (as close as possible) their original environmental condition both within the Wellings Reserve bushland and the North Harbour waterways.
- b) Providing improved public access to and through the Wellings reserve foreshores
- c) Facilitating future growth of bushland and aquatic ecologic habitats by the removal of a human introduced boat structure.
- d) Protecting and promoting the heritage value of the Wellings Reserve by the removal of a human introduced structure.
- e) Providing employment opportunities through demolition and removal activities.

9. CONCLUSION

The proposed demolition and removal of the Scouts NSW boat shed at the Wellings Reserve and over the North Harbour waterways in Balgowlah is permissible with the Northern Beaches Council consent in compliance with the *C2 Environmental Conservation* zoning under the *Manly LEP 2013*, and also all other relevant State and local planning controls and guidelines. The proposal will reinstate the natural condition of the site and will mitigate any adverse environmental impacts both to Wellings Reserve and to the waterways above and below MHWL.

This SEE report concludes that the proposed boat shed demolition and removal satisfies the requirements of the *Environmental Planning & Assessment Act 1979* (the “Act”), and will result in positive environmental impacts in returning the site to original environmental condition.

This SEE report therefore concludes that the proposed Development Application for the boat shed demolition and removal of the Scouts boat shed from the Wellings Reserve and North Harbour waterways is a suitable development activity, is in the public interest, and is therefore worthy of development consent.

ATTACHMENT A

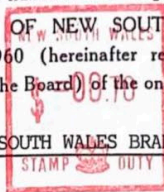
**Lease Agreement between Maritime Services Board of NSW
and the Australian Boys Scouts Association NSW Branch**

This Deed made the
day of November

One thousand nine hundred and eighty two

Between THE MARITIME SERVICES BOARD OF NEW SOUTH WALES a body corporate constituted under the Maritime Services Act, 1935-1960 (hereinafter referred to as the Board which expression shall include the successors and assigns of the Board) of the one part and

THE AUSTRALIAN BOY SCOUTS ASSOCIATION NEW SOUTH WALES BRANCH of
283 Clarence Street, Sydney



(hereinafter referred to as the Lessee which expression shall as the case may require include the executors administrators successors and assigns of the Lessee) of the other part Witnesseth that in consideration of the rent and covenants hereinafter reserved and contained and on the part of the Lessee to be paid observed and performed the Board Both hereby Demise unto the Lessee as joint tenants tenants in common.

ALL THAT area of One hundred and five square metres at North Harbour near Wellings Reserve, Manly

as shown on the plan annexed hereto and marked with the letter "A" and thereon tinted pink TO HOLD the same unto the Lessee from and including the First day of June one thousand nine hundred and eighty two for the term of three years thence next ensuing YIELDING AND PAYING therefor unto the Board the yearly rent of Fifty dollars (\$ 50-00) (and so in proportion for any less period than a year) such rent to be paid in advance to the Board at its head office for the time being in Sydney aforesaid on or before the First day of June in each and every year during the said term subject to the following terms conditions covenants and agreements:—

1. That the Lessee shall and will during the said term pay the rent hereby reserved at the times and in the manner hereinbefore mentioned.

2. That the Lessee shall and will pay all rates taxes duties assessments and outgoings whatsoever whether Municipal Local Government Parliamentary or otherwise which now are or at any time during the said term and any ensuing tenancy shall be assessed imposed or charged upon or in respect of the said demised premises or upon the Board or the Lessee in respect thereof as and when the same shall respectively become due AND in case the said rates taxes duties assessments and outgoings so covenanted to be paid as aforesaid or any of them or any part thereof respectively shall not be paid by the Lessee when the same shall from time to time respectively become due the Board may if it thinks fit pay the sum or sums due but not paid as aforesaid and such sum or sums so paid as last aforesaid may be sued for and recovered by the Board as a debt in any court of competent jurisdiction.

3. That the said demised premises shall not be used otherwise than for scout training purposes.

4. That the Lessee shall to the satisfaction of the Board place and at all times during the said term and any ensuing tenancy keep all structures including without affecting the generality hereof every seawall and/or reclamation (if any) now erected or hereafter to be erected on the said demised premises in good and efficient condition and in a thorough state of repair (repair to include such painting and limewashing as may be deemed necessary by the Board) and properly maintained and cleansed in all respects in accordance with the requirements of the Board of Health and all other legally constituted Authorities having jurisdiction in respect of the said demised premises and of the Board and the said demised premises (save as herein after mentioned) in such condition and state of repair deliver up to the Board at the expiration or sooner determination of the said term or tenancy And the Lessee shall at all times during the said term and tenancy comply with the requirements of all Statutes (and all regulations and by-laws made thereunder) in any way applicable to the said demised premises.

5. That it shall be lawful for the Board or any person or persons duly authorised on its behalf at all reasonable times during the said term and any ensuing tenancy without giving to the Lessee any previous notice to enter the said demised premises and to examine the state and condition thereof and to ascertain whether the covenants and conditions herein contained have been duly performed and observed and all wants of repair and/or cleansings and/or any breach or breaches of such covenants and conditions which upon such view shall be found and of which notice in writing shall have been given to the Lessee by the Board or any such person or persons as aforesaid shall forthwith be carried out and rectified according to such notice by and at the expense of the Lessee and if such repairs and/or cleansings shall not be carried out and/or such breach or breaches rectified within such time as the Board may deem reasonable the same may be effected and/or rectified as the case may be by the Board at the expense and cost of the Lessee and such expense and cost (of which the certificate of the Board's Engineer-in-Chief shall be conclusive evidence) shall be repaid by the Lessee to the Board on demand and if not paid for a period of seven days after such demand the same may be sued for and recovered as and for liquidated damages in any Court of competent jurisdiction but without prejudice to the right of the Board to determine the said term or tenancy for breach of covenant and any such determination shall be without prejudice to any right of action or suit which may have accrued to the Board prior thereto.

Board may enter to effect alterations or repairs.

6. That the Board may by itself or its agents at all reasonable times during the said term and any ensuing tenancy with workmen and others and all necessary materials and appliances enter upon the said demised premises or any part thereof for the purpose of complying with the terms of any present or future legislation affecting the said demised premises and of any notices served upon the Board or the Lessee by the Board of Health and/or any other legally constituted Authority having jurisdiction in respect of the said demised premises involving the carrying out of any works which the Lessee may not be bound or if bound may neglect to do and also for the purpose of exercising the powers and authorities of the Board under this Deed PROVIDED that such works shall be carried out by the Board without undue interference with the occupation and use of the said demised premises by the Lessee.

To remove structures prior to expiration or termination of tenancy.

Board's powers on default.

7. That prior to the expiration of the said term or prior to the termination of the said term or of any ensuing tenancy under clause 22 or clause 30 hereof as the case may be the Lessee shall without notice from the Board so to do at the cost of the Lessee and without compensation remove from the Board's land every structure seawall and/or reclamation (if any) now erected or hereafter to be erected on the said demised premises and shall leave the Board's land clear thereof to the satisfaction of the Board and should any such structure seawall or reclamation (if any) or any part or parts thereof of not be so removed the Board may if it so desires retain the same without paying to the Lessee any compensation whatsoever or itself remove such structure seawall and/or reclamation and may if it so desires sell the same or so much thereof as the Board may deem saleable or otherwise dispose thereof and the Lessee shall pay to the Board on demand as and for liquidated damages any expense incurred in connection therewith less the net proceeds of any sale (the Certificate of the Board's Engineer-in-Chief to be conclusive evidence of the amount so payable) and save insofar as such proceeds of sale (if any) are concerned the Board shall not be obliged to account for any such structure seawall or reclamation.

To remove structures if tenancy determined for breach of covenant, etc.

Board's powers on default.

8. That in the event of determination of the said term or of any ensuing tenancy under clause 21 or clause 30 hereof or for non-payment of rent or for non-performance or non-observance of any of the terms covenants provisions or conditions hereof the Lessee shall within one calendar month after such determination and without notice from the Board so to do at the cost of the Lessee and without compensation remove from the Board's land every structure seawall and/or reclamation (if any) now erected or hereafter to be erected on the said demised premises and shall leave the said demised premises clear to the satisfaction of the Board and should any such structure seawall or reclamation (if any) or any part or parts thereof not be so removed the Board may if it so desires retain the same without paying to the Lessee any compensation whatsoever or itself remove such structure seawall and/or reclamation and may if it so desires sell the same or so much thereof as the Board may deem saleable or otherwise dispose thereof and the Lessee shall pay to the Board on demand as and for liquidated damages any expenses incurred in connection therewith less the net proceeds of any sale (the Certificate of the Board's Engineer-in-Chief to be conclusive evidence of the amount so payable) and save insofar as such proceeds of sale (if any) are concerned the Board shall not be obliged to account for any such structure seawall or reclamation.

Not to assign, etc.

9. That the Lessee shall not assign transfer demise sublet mortgage set over or part with the possession of or share the said demised premises or any part thereof or procure such premises or any part thereof to be assigned transferred demise sublet mortgaged or set over to or put into the possession of or shared with any person or persons whomsoever.

Not to display advertisement or hoarding without leave.

10. That the Lessee shall not display or erect or permit or suffer to be displayed or erected upon the said demised premises or upon any structure now erected or hereafter to be erected thereon any advertisement sign or hoarding unless the consent in writing of the Board shall have been first obtained PROVIDED THAT any such consent given by the Board may at any time in its absolute discretion be revoked by it and the Lessee shall thereupon forthwith cease to display or permit or suffer to be displayed such advertisement sign or hoarding.

To observe S.H.T. Acts and Regulations.

11. That the Lessee shall observe and perform and keep in all things the provisions of and the Regulations made under the Sydney Harbour Trust Act, 1900-1960, the Sydney Harbour Rates Act, 1904-1953, and the Maritime Services Act, 1935-1960, and any Act or Acts amending the said Acts or any of them or any Act or Acts for the time being in force in substitution therefor or in lieu thereof

Not to erect structure or make alteration, etc., without approval.

12. That the Lessee shall not erect any structure on the said demised premises or make or permit or suffer to be made any alteration or addition to any structure now erected or hereafter to be erected thereon unless full and proper plans and specifications shall have been previously submitted to and approved by the Board in writing and all work in connection therewith shall be carried out by and at the expense of the Lessee and to the satisfaction of the Board.

Dredging.

13. That any dredging or deepening required by the Lessee shall be performed by and at the expense of the Lessee but such dredging or deepening shall not be carried out without the consent in writing of the Board first had and obtained.

Not to permit ashes, etc., to reach port.

14. That the Lessee shall not permit suffer or allow any timber iron ashes coal ballast oil refuse or other material to be thrown or discharged or to fall or flow into the waters of the Port of Sydney from the said demised premises or from any vessel which may be berthed or moored thereat.

To take precautions to prevent ashes, etc., from reaching port.

15. That the Lessee shall take all such precautions as may in the opinion of the Board be necessary effectually to prevent timber iron ashes coal ballast oil refuse or other materials from falling into or otherwise reaching the waters of the Port of Sydney from the said demised premises or from any adjoining or adjacent premises in the occupation of the Lessee.

To dredge.

16. That the Lessee shall upon such occasions as the Board may dredge the bed of the Port of Sydney at or in the vicinity of the said demised premises pay on demand the cost of dredging therefrom and disposing of such material as may be dredged up the accumulation of which shall in the opinion of the Board be due to any operations carried on at the said demised premises or upon any vessel berthed or moored thereat or used in connection with any such operations.

To provide lighting for navigation purposes, etc.

17. That any lighting required or necessary in the use of the said demised premises or which the Board may deem necessary for the purposes of navigation shall be provided and carried out by and at the expense of the Lessee and to the satisfaction of the Board.

To light premises

18. That the Lessee shall if required by the Board so to do provide and maintain proper and sufficient light on the said demised premises and cause the same to be exhibited thereon and therefrom between the hours of sunset and sunrise during each night throughout the said term and any ensuing tenancy to the satisfaction of the Board.

To indemnify Board generally.

19. That the Lessee shall save harmless indemnify and keep indemnified the Board from and against all actions suits claims demands costs charges damages and expenses to which the Board shall or may be liable for or in respect of any loss damage accident or injury of whatsoever nature or kind and howsoever sustained or occasioned and whether to property or persons at upon or in connection with the said demised premises and/or any adjoining or adjacent land of the Board which the Lessee may use or occupy by means of structures or otherwise with or without the Board's knowledge or consent and whether before or after the date hereof and whether the same shall or shall not arise from or in the use or occupation of the said demised premises or any such adjoining or adjacent land or from negligence of the Board and not withstanding that any time or other indulgence has been given to the Lessee in respect of any obligation of the Lessee under this Deed and that the Lessee shall accept all responsibility in connection therewith.

Board's remedies on default by Lessee.

20. Provided always and it is hereby agreed and declared that such of the provisions and conditions herein contained as require or prescribe that the Lessee do or forbear to do or permit suffer or allow to be done or omitted any act or thing shall in addition to being read and construed as conditions of the lease hereby expressed to be granted be also read and construed as covenants whereby the Lessee covenants with the Board to observe and perform the said provisions and conditions AND PROVIDED ALWAYS and these presents are upon this express condition that if and whenever the rent hereby reserved or any part thereof shall be in arrear and unpaid for the space of one calendar month after the same shall have become payable whether the same shall have been demanded or not or if there shall be any default by the Lessee in the due performance or observance of any of the covenants provisions and conditions on the part of the Lessee herein contained or if any of the persons constituting the Lessee shall become bankrupt or make any assignment for the benefit of creditors or suffer any execution to be levied against his property or being a Company be wound up or go into liquidation otherwise than for the purpose of reconstruction or suffer any execution to be levied against its property or if any assignee of any of the persons constituting the Lessee shall become bankrupt or make any assignment for the benefit of creditors or suffer any execution to be levied against his property or being a Company be wound up or go into liquidation otherwise than for the purpose of reconstruction or suffer any execution to be levied against its property it shall be lawful for the Board forthwith absolutely to determine the term hereby created and to re-enter without further notice and have again the said demised premises as fully and effectually as if this lease had not been granted but without prejudice nevertheless to any right of action or suit which the Board may have in respect of any such default by the Lessee or otherwise.

Board's powers should objection to tenancy be lodged.

21. That should any objection in writing be lodged with the Board at any time during the said term or any ensuing tenancy by any person (other than a tenant of the Lessee) having the right to control management or possession of the land above present and/or former high water mark immediately fronting and adjoining the said demised premises or any part thereof to the Lessee remaining in occupation of such premises then the Board reserves the right immediately thereupon or at any time thereafter to determine the said term or tenancy without payment of any compensation whatsoever PROVIDED ALWAYS that any such determination shall be without prejudice to any right of suit or action which may have accrued to the Board prior thereto.

Board may determine in certain cases.

22. That the Board reserves the right to determine the said term or any ensuing tenancy at any time without payment of any compensation whatsoever should the said demised premises or any part thereof be required for public wharves railways or roads or for any other public purpose by giving the Lessee at least six calendar months' previous notice in writing to that effect PROVIDED ALWAYS that any such determination shall be without prejudice to any right of suit or action which may have accrued to the Board prior thereto.

Execution and service of notices.

23. That any notice of determination or any other notice sought or required to be given by the Board to the Lessee shall be sufficiently executed if signed by the Secretary Acting Secretary or Solicitor to the Board for the time being and any such notice need not be sealed with the Common Seal of the Board and any such notice shall be sufficiently served upon the Lessee being a Company if forwarded to it by post addressed to or left at its registered office and otherwise if left with any one or more of the persons constituting the Lessee personally or with any person at the place of abode or business of any one or more of the persons constituting the Lessee last known to the Board or forwarded by post addressed to the Lessee or to any one or more of the persons constituting the Lessee at such last known place of abode or business and a notice sent by post shall be deemed to have been given at the time when in due course of post it would have been delivered at the address to which it was sent.

Covenant by Board for quiet enjoyment.

24. That the Board hereby covenants with the Lessee that the Lessee paying the rent hereby reserved and performing and observing the covenants and conditions herein contained and on the Lessee's part to be performed and observed shall and may save as herein mentioned peaceably and quietly possess and enjoy the said demised premises during the said term and any ensuing tenancy without any interruption from or by the Board or any person claiming from or under it.

Contribution for dividing fences.

25. That the Lessee shall on demand reimburse the Board in respect of every sum which the Board shall contribute pay or expend (in discharge of any obligation imposed by the Dividing Fences Act, 1951) in connection with the cost of erection or repair during the term of all or any dividing fences or fence separating the said demised premises from lands adjoining such premises or adjacent thereto.

Covenants binding till structures removed.

26. That as from the expiration of the said term or termination of the said term or any ensuing tenancy until such time as all structures erected on the said demised premises (including every seawall and/or reclamation, if any, so erected which in terms of this Deed the Lessee should remove) shall have been wholly removed from the Board's land and the site or sites thereof left clear to the satisfaction of the Board as the case may require the terms conditions covenants and agreements herein contained and on the part of the Lessee to be observed and performed (so far as the same can or may be applicable but excepting clause 1 hereof) shall remain in full force and effect and binding on the Lessee

Interpretation.

27. Provided also and it is hereby agreed and declared that in the interpretation of these presents where the context admits or requires (a) the term "structure" shall include pontoons and vessels and craft of whatever description used as pontoons fences piles stakes pipes dolphins seawalls and other walls reclamations embankments rubble earth and other filling (b) every structure now or hereafter situate on over or under the said demised premises shall be deemed to have been erected on the site thereof and (c) the singular shall include the plural number and the masculine shall include the feminine and neuter gender and when more than one person constitutes the Lessee all covenants herein contained or implied and on the part of the Lessee to be observed or performed shall be deemed to bind the persons constituting the Lessee and any two or more of them jointly and each of them severally.

Ss. 84, 85
Conveyancing
Act negated.

28. Provided always and it is hereby agreed and declared that the covenants provisos and powers implied by Sections 84 and 85 of the Conveyancing Act 1919-1954 shall not apply to these presents and the same are hereby negated.

Marginal notes
not to affect
construction.

29. Provided further and it is hereby agreed and declared that the marginal notes placed opposite the several clauses of these presents and indicating or purporting to indicate the contents or objects of such clauses respectively shall not be taken as part of these presents or in any manner affect the construction thereof or of any clause or matter herein contained.

Tenancy from
year to year
after expiration
of term.

30. And it is hereby expressly agreed and declared that in the event of the term hereby created not having been terminated prior to the expiration thereof then unless the Board or the Lessee shall have not less than one calendar month before such expiration given written notice to the other of them that the Board or the Lessee as the case may be is not prepared to continue the tenancy for any further period the Lessee shall hold the said demised premises as a tenant from year to year at a yearly rent of

One hundred and fifty dollars (\$150-00) or other the yearly rent to be from time to time agreed upon by the Board and the Lessee and otherwise upon and subject to the terms conditions covenants and agreements in this Deed contained (including without affecting the generality hereof clauses 19, 21, 22 thereof) PROVIDED ALWAYS that the Board or the Lessee may at any time not less than one calendar month prior to the expiration of any year of such tenancy from year to year by notice in writing to the other of them determine the said tenancy as from the expiration of that year of the tenancy from year to year PROVIDED FURTHER that any such determination shall be without prejudice to any right of suit or action which may have accrued to the Board prior thereto.

Planning
schemes

31. That should the said demised premises or any premises adjoining or adjacent thereto or used in connection therewith be or continue to be used for any purpose which is contrary to the provisions of the County of Cumberland Planning Scheme Ordinance as amended or of any Ordinance substituted therefor or of any other planning scheme effective in law or should any building or work be erected on the said demised premises or on any premises adjoining the same or adjacent thereto or used in connection therewith or being thereon be retained or be or continue to be used for any such purpose as aforesaid the Board reserves the right at any time to determine the said term or any ensuing tenancy without payment of any compensation whatsoever AND IT IS HEREBY AGREED that the certificate of the Chief Surveyor or Acting Chief Surveyor to the Board for the time being shall be conclusive evidence of any of the matters in this clause mentioned.

Neglect
to erect
structures.

32. That if the Lessee shall throughout a period of one year next after the date of commencement of the term hereby created neglect or omit to erect upon the premises hereby demised such structures as would enable the Lessee to use such premises for purposes authorised by these presents the Board shall be at liberty upon expiration of that period (or at any time thereafter unless such structures shall have been erected in the meantime) to determine the said term or any ensuing tenancy by one calendar month's notice in writing to the Lessee without payment of any compensation whatsoever, AND it is hereby expressly agreed that any determination of the said term or tenancy under this or the next preceding clause hereof shall be without prejudice to any right of suit or action which may have accrued to the Board prior thereto and that the right of determination in this or the next preceding clause hereof provided for may be exercised notwithstanding that any time or other indulgence shall have been given to the Lessee and that upon the said term or tenancy being determined under this or the next preceding clause hereof the provisions of clause 8 hereof shall, mutatis mutandis, apply to any structures subsisting upon the said demised premises at the date upon which the said term or tenancy shall terminate.

Apportion-
ment.

33. And it is hereby further agreed without prejudice to the Board's rights elsewhere herein provided for that in the event of the term hereby created or any ensuing tenancy being determined as to part only of the premises hereby demised the rent hereby reserved shall not be apportioned or reduced unless and until the Board shall elect to apportion or reduce the same but that as from the date upon which the term or tenancy as to part only of such premises shall terminate the whole of the said rent shall be deemed to issue out of and remain payable in respect of the residue of the premises hereby demised and that all the terms covenants conditions reservations and provisions in this lease contained and implied shall, mutatis mutandis, apply to such residue as if it were and had been the whole of the premises hereby demised.

34. And it is hereby further expressly agreed and declared that nothing in Clauses 7, 8 or 27 appearing shall be deemed to require or authorise the Lessee to remove a fence which is or serves as a dividing fence between the premises hereby demised and any adjoining premises occupied by a person other than the Lessee with the authority of the Board.

35. That in the interpretation of every covenant herein contained and on the part of the Lessee to be observed and performed the term "demised premises" shall, save where inconsistent with the context, be deemed to include and extend to all or any land of the Board adjoining or adjacent to the premises hereinbefore expressed to be hereby demised or any constituent part of those premises which the Lessee shall or may use or occupy by erection thereon of structures or otherwise howsoever with or without the Board's knowledge or consent whether before or during the said term or during any ensuing tenancy.

36. That no vessel shall be moored at the demised premises.

37. It is hereby agreed by and between the parties hereto that the Lessee shall :-

- (a) provide and maintain at the said demised premises and keep readily available for use proper fire extinguishing appliances and the Lessee shall not use or permit suffer or allow the same to be used for other than fire extinguishing purposes;
- (b) obtain from The Board of Fire Commissioners of New South Wales and furnish to the Board prior to the First day of June in each and every year during the said term and also after any alteration and/or addition to any existing structure and/or the erection of any new structure at the said demised premises and/or a change in user of the said demised premises a Certificate that the fire extinguishing appliances at the said demised premises and of the vessels which may from time to time be moored thereat or adjacent thereto and shall at all reasonable times during the said term and any ensuing tenancy allow all persons authorised by The Board of Fire Commissioners of New South Wales to enter the said demised premises to ascertain whether the fire extinguishing appliances thereat comply with the provisions of this clause;
- (c) keep all fire extinguishing appliances at the said demised premises in good and efficient condition at all times; and
- (d) make application to The Board of Fire Commissioners of New South Wales for and do all things necessary to obtain the abovementioned Certificates and shall pay to The Board of Fire Commissioners of New South Wales all fees payable in respect of the issuing of such Certificates.



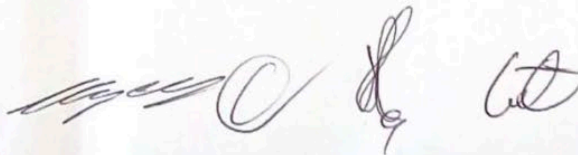
[Handwritten signature] *[Handwritten initials]*

38. It is hereby further expressly agreed and declared that in the event of the Lessee failing to carry out any repairs to any structure or any part or parts thereof now erected or hereafter to be erected on the said demised premises as may be required by any notice given by the Board in that behalf in pursuance of clause 5 hereof the Board may by giving to the Lessee not less than three months notice in writing to that effect require the Lessee at his/her cost and without compensation to remove from the said demised premises any such structure or any part or parts thereof as may be specified in such notice and should any such structure or part or parts thereof as aforesaid not be removed as so required then the Board itself may remove such structure or any part or parts thereof and dispose of the same and the Lessee shall pay to the Board on demand as and for liquidated damages any expenses incurred in connection therewith (the Certificate of the Board's Engineer-in-Chief to be conclusive evidence of the amount so payable) and if the amount of such expenses is not paid for a period of seven (7) days after such demand the same may be sued for and recovered as and for liquidated damages in any court of competent jurisdiction but without prejudice to the right of the Board to determine the said term or any ensuing tenancy for breach of covenant and such determination shall be without prejudice to any right of action or suit which may have accrued to the Board prior thereto.

~~39. That the Board reserves the right to determine the said term or any ensuing tenancy at any time without payment of any compensation whatsoever should the land above present and/or former high water mark immediately fronting and adjoining the said demised premises or any part thereof cease to be used for the purpose of a single residential dwelling by giving the Lessee at least one calendar months previous notice in writing to that effect PROVIDED ALWAYS that any such determination shall be without prejudice to any right of suit or action which may have accrued to the Board prior thereto.~~

40. The Lessee shall if required so to do, within three (3) months of receipt of a notice given by the Board to that effect paint, repaint or otherwise apply to the structures or specified portions thereof such surface treatment as may be considered appropriate to the satisfaction of and in tones and colours specified by the Board and if such notice is not complied with the Board may at the cost and expense of the Lessee carry out the work specified in the said notice and such cost and expense (of which the Certificate of the Board's Engineer-in-Chief shall be conclusive evidence) shall be repaid by the Lessee to the Board on demand and if not paid for a period of seven (7) days after such demand the same may be sued for and recovered as and for liquidated damages in any court of competent jurisdiction but without prejudice to the right of the Board to determine the said term for breach of covenant and such determination shall be without prejudice to any right of action or suit which may have accrued to the Board prior thereto.

41. The Lessee shall pay all expenses and costs incurred by the Board in examining and inspecting the site of the said demised premises to ensure that any removal effected pursuant to clause 7 or clause 8 hereof has been properly and satisfactorily effected including the expense and cost incurred in employing a diver to inspect and examine the bed of the Port (the Certificate of the Board's Engineer-in-Chief to be conclusive evidence of the amount so payable).



IN WITNESS whereof the said parties hereto have
executed these presents the day and year firstly before written.

The COMMON SEAL of THE MARITIME
SERVICES BOARD OF NEW SOUTH WALES
was hereto duly affixed in
pursuance of a resolution of the
Board and in the presence of the
Commissioners whose signatures
are set opposite hereto and :

AS Baddell
[Signature]

[Signature]

Secretary.

The COMMON SEAL of THE AUSTRALIAN
BOY SCOUTS ASSOCIATION NEW SOUTH
WALES BRANCH was hereto duly
affixed in pursuance of a
resolution of the Executive
Committee thereof and in the
presence of three members of the
Executive Committee whose signatures
are set opposite hereto :

[Signature]
[Signature]
[Signature]



[Signature]
GENERAL SECRETARY

THE COUNCIL OF THE MUNICIPALITY OF MANLY HEREBY CONSENTS to the
within Deed of Lease by the Maritime Services Board of New South
Wales to the Boy Scouts Association of Australia New South Wales Branch

The COMMON SEAL of THE COUNCIL MANLY
OF THE MUNICIPALITY OF HUNTERS HILL
was hereto duly affixed in
pursuance of an express order of
the said Council that the seal be
affixed :

David H. Hay
Mayor.

[Signature]
Town Clerk.

THE COMMON SEAL of THE AUSTRALIAN BOY SCOUTS ASSOCIATION, NEW SOUTH WALES BRANCH was hereunto duly affixed on the 25th day of August One thousand Nine hundred and Eighty Two by authority of the Executive Committee thereof in the presence of three of the Executive Committee thereof whose signatures are set opposite hereto:

General Secretary

This is the plan marked "A" referred to in the annexed Lease made between The Maritime Services Board of New South Wales and The Australian Boy Scouts Association, New South Wales Branch, dated this 11th day of November 1982

Witness



THE MARITIME SERVICES BOARD OF N.S.W. SOUTH WALES