

## Summary Report of Public Notification

<b>Project name</b>	Lease of Manly Life Saving Club
<b>Public notification period</b>	Wednesday 15 May 2024 – Wednesday 12 June 2024
<b>Background</b>	<p>Northern Beaches Council are proposing to grant Manly Life Saving Club Incorporated (ABN 37 100 339 513) a 20-year lease to continue the delivery of life saving services to the community.</p> <p>Manly Life Saving Club Incorporated refers to the premises located on the corner of Ashburner Street and South Steyne. The premises is located on Part Lot 102 DP 1153829, Part Lot 101 DP 1153828, Part Lot 7350 DP 1168823, Lot 2801 DP 728431, Part Lot 103 DP 1153830.</p> <p>Council is required to give public notice of its proposal to lease this land in accordance with Section 47 of the Local Government Act 1993 and the Crown Land Management Act 2016.</p>
<b>Total number of submissions</b>	14
<b>Summary of findings</b>	<p>This report outlines the outcomes of public notification as part of a proposal to grant a lease to the premises described above.</p> <p>Whilst there were no objections to the proposal to grant the lease to Manly Life Saving Club, the feedback collected raised queries in relation to the conditions of the proposed lease and ongoing operations of the Club.</p> <p>Comments were also raised regarding the proposed redevelopment and the impact on the lease renewal.</p>
<b>Engagement approach</b>	<p>This public notice was implemented and reported in accordance with Section 3.22 of the Crown Land Management Act 2016 and Section 47 of the Local Government Act 1993.</p> <p>The notice was promoted through resident letters to adjoining properties, on-site signage and a page established on Councils website.</p> <p>Feedback was captured through email submissions to Northern Beaches Council. Contact details were provided should people have questions.</p>

How we notified	
<b>Properties notified by letter</b>	283 letters
<b>Signage installed onsite</b>	2 signs
<b>Council website</b>	<a href="https://www.northernbeaches.nsw.gov.au/council/news/lease-manly-lsc">https://www.northernbeaches.nsw.gov.au/council/news/lease-manly-lsc</a>

Findings		
Theme	What we heard	Council response
Lease conditions	Respondents queried the accuracy of the lease plan, potential redevelopment impact, and requested more information on lease conditions, including a copy of the proposed lease. Comments were also raised regarding Club maintenance.	<p>Council intends to renew the lease with the existing footprint of the Premises, including areas exclusive to the Club, Council, shared areas between Club and Council, and the public amenities. Upon redevelopment, the lease will be subject to a variation reflecting the new footprint.</p> <p>The proposed lease, based on the NSW Crown Lands Act draft SLS Lease Template, available <a href="#">here</a>, is consistent with the other 16 SLSC lease renewals across the Northern Beaches which commenced 1 January 2023. Full lease documents are not publicly available but can be reviewed upon formal GIPA enquiry with personal and sensitive information redacted.</p> <p>Maintenance will align with other SLSC leases, with Council maintaining the structure and shared spaces.</p>
Feasibility of lease renewal	Queries were raised about offering a lease before the proposed redevelopment and the impact on the lease, including heritage status.	<p>Under the Local Government Act 1993, Council must enter into a new lease and notify the public. Given the unknown timing of redevelopment, a new lease will be issued, subject to future variation.</p> <p>Heritage status does not affect lease renewal but will be considered in any redevelopment.</p>
Redevelopment design plans	Concerns about the proposed redevelopment plans were raised.	<p>This notice is solely for granting a new lease for the existing premises of Manly Life Saving Club to continue its community services. Submissions regarding the redevelopment can be made when a DA is submitted.</p>
Use of the Club	Some respondents were uncertain of the arrangements with the current users of the Premises, including the kiosk operator and Council's involvement.	<p>The kiosk area is part of the Club's exclusive lease, and sub-lease arrangements will continue. Any changes to the area or use will be subject to any approvals in the proposed development.</p>

	<p>Queries were raised around the management of third party groups with concerns of spreading over into public space and the implication on the lease.</p> <p>The use of the function hall was raised by some respondents, some noting that it should not be used for hire as it does not relate to the primary permitted use, as well as whether a DA is required in lieu of this.</p> <p>One respondent raised whether the shop was permitted to operate on weekends outside of the lease area.</p> <p>Other comments were made in regards to rubbish being left on the side of the Premises.</p>	<p>Third-party group use is managed by the Club, with public land use outside the lease area for community enjoyment.</p> <p>Council acknowledge that the premises classification allows people to gather for social purposes and as such the use of the function hall is permitted and will continue. The function hall forms part of the lease area with bookings managed by Manly Life Saving Club, and serves as a means of fundraising to support the primary operations, which is consistent with all other SLSC's.</p> <p>The function hall is for social purposes and fundraising, managed by the Club and is permitted. Merchandise sales are also allowed within the lease area. Both activities are managed by Manly Life Saving Club and provide valuable fundraising to support the primary operations of the club, which is consistent with other surf clubs.</p> <p>Council has requested the Club to address waste concerns.</p>
Storage of watercraft outside the leased premises	Concerns were voiced about watercraft equipment stored outside the lease area and public liability for trailers. Queries included whether new designs will accommodate excess equipment.	<p>Council acknowledge the lack of storage in the existing Club premises for watercraft. Council is discussing long-term solutions with the club for watercraft storage management within any new club.</p> <p>The watercraft and trailers belong to the club and have appropriate insurance in place under a SLS NSW insurance policy.</p>

Banners and Advertising	Concerns were raised about banners on the building and storage trailer advertising, noting a new Council policy.	<p>Council acknowledges the importance of adherence to Council policies, and notes that the Display of Banners and Promotions on Council Facilities Policy was adopted on 6 August 2024.</p> <p>The display of banners will be addressed within the lease, mandating Lessor approval of any signage whereby the approval will be required to comply with Council's policies.</p>
Noise from events	Some respondents complained over noise arising from late evening events.	<p>Council acknowledges the concerns around the noise arising from evening events.</p> <p>Manly Life Saving Club's existing DA contains conditions to mitigate noise pollution.</p> <p>The DA states:</p> <ul style="list-style-type: none"> <li>• The LA10 noise level emitted from the licensed premises shall not exceed the background of noise level in any Octaves Band Centre Frequency (31.5Hz – 8Hz inclusive) by more than 5dB between 7am-12 midnight at the boundary of any affected residence.</li> <li>• The LA10 noise level emitted from the licensed premises shall not exceed the background noise level in any Octaves Band Centre Frequency (31.5Hz – 8Hz inclusive) between 12 midnight and 7am at the boundary of any affected residence.</li> <li>• Notwithstanding compliance with the above, the noise level from the licensed premises shall not be audible within any habitable room in any residential premises between the hours of 12 midnight and 7am.</li> </ul> <p>Council encourage any concerns to be raised so that any non-compliant noise pollution can be addressed with the Club cordially.</p>

## Verbatim Responses

*Personal details have been redacted where possible. Spelling and grammatical errors have been amended only where misinterpretation or offence may be caused.*


No.	Submission
1	<p>The information on the renewal of the lease for the Manly Life Saving Club is entirely inadequate for comment. The lease about to expire was very different to the lease for the other 16 Surf Clubs now managed by the NBC. Is it the intention of NBC to renew the current lease or is a new lease with different conditions being proposed.</p> <p>The area nominated to be leased is not an accurate representation of what will actually be leased by the Club. Apart for the public toilets in the building Council currently has office space for Council Lifeguards as well as storage space used by Council Lifeguards equipment. The hole in the wall café occupies a space that is leased from the Manly Life Saving Club. Will this lease continue with the Club or will it be necessary for the current operator to negotiate a lease with NBC. The Club has other arrangements with third parties, such as Surf Educate Australia and whilst it is up to the Club how they use their leased space, this third party also accesses the surrounding public spaces and amenities. Will these arrangements be taken into account. In the new lease will there be restrictions on third party use of the facility? The other two Surf Clubs on Manly beach now offer their premises as 'function centres and venues for hire' for activities not related to the provision of 'life saving' activities. Council previously managed these as community spaces for hire. Will this be the same for the Manly Life Saving Club. Will a DA be required by Council for the premises to be used as a function centre venue for hire or any other activity not related to the primary function of the Club which is Surf Life Saving. What will the arrangements be for ongoing maintenance of the building under the new leasing arrangement? Council recently introduced a policy regarding advertising banners on Council buildings. This seems not to apply to the Manly Lifesaving Club. What conditions will be in place in the new lease for the hanging of sponsor advertising on the balcony of the building. These banners currently do not add to the iconic aesthetic of the building. Will the new Manly Lifesaving Club lease include outdoor space where the surf equipment trailer and surf boat is currently located on a permanent basis?</p> <p>Will the public toilets be excised from the lease. What provision are in place with the lease if the Manly Life Saving Clubs extends it footprint into the public space?</p> <p>Will the Club have to justify any extension into the public space for their activities?</p> <p>Regards</p>
2	<p>Rather than a 20-year lease, why not grant a lease until the redevelopment of the new club? That then gives future flexibility regarding the new club rather than locking in something that may not be suitable for the new premises.</p> <p>Also, any new lease needs to have a clause that mandates using the building to best serve the council and public interest. That should include</p>

	<p>mandating that the building is listed as a going concern business that funds the surf life saving :”e.g. use the currently empty space for a nice bar and coffee shop that the public can enjoy, not just the elite old school SLSC club people and members - AND most importantly provide sustainable, ongoing income &amp; funds through the businesses/es rather than tax/ratepayers funding it &amp; the SLSC coming begging to local business for funding!</p>
3	<p>1. New lease must specifically limit the use of leased area to activities of and related to surf life saving, i.e. by not allowing a function hall for hire, for example.</p> <p>2. New lease must not exceed the current footprint of club premises.</p> <p>3. New lease must prohibit any use of public land for club and club members’ gear storage purposes. Currently, all kind of trailers around the club building block pedestrian traffic and create potential safety hazards for general public.</p>
4	<p>I'm not satisfied with relevance/amount of information re new lease that is publicly available. However, I expect the new lease to maintain the current footprint of club premises, to prevent any surf gear storage outside the lease area and to forbid any late night noisy events at the club. Also, Council lifeguard function must be supported, public toilets - maintained.</p>
5	<p>1. The proposed conditions of the lease need to be released to the public as part of this consultation process - how can you feasibly ask for comment if the community don't know the conditions of the lease?</p> <p>2. The new lease should clearly indicate the limits of the area for use and enforce this - so as to remove the illegally parked trailer next to the palm tree which is rarely used and could be stored off site. - see photo</p> <div data-bbox="392 1234 976 1671" data-label="Image"> </div> <p>3. The new lease conditions should clearly indicate that the surrounding area be properly cared for - eg removal of rubbish outside the gates (see photo) and regular cleaning up of rubbish (broken chairs, milk crates etc) off the roof - all which creates visual pollution.</p> <p>4. The new lease should clearly regulate where the clubs rubbish bins are kept.</p> <p>5. Council has a policy on advertising banners on Council buildings. Will the</p>

	<p>new lease ensure this is enforced for Manly Life Saving Club in terms of banners and signs hanging off the club. Also the advertising on the various trailers is not consistent with this policy and creates more visual pollution.</p>
6	<p>" 20 year lease to continue the delivery of life saving services to the community."  I agree wholeheartedly but I do not agree that this scarce, valuable public space should be used for storage of private surf craft or be expanded as a function centre. The small kiosk provides a great public service.  Regards,</p>
7	<p>Dear Council and Staff,</p> <p>Is there any way off finding out the details of the proposed lease? I feel like it is important to know what the Club is permitted to do especially as the redevelopment of the building heads towards a DA process. How does the lease operate when council also uses the building? Is there a reason the lease is not available to ratepayers to read? It is also difficult to clearly understand the area being leased from the diagram on the Council website, as there are many lots noted in the text and only one lot labelled on the picture.</p> <p>I am concerned by the number of surf craft stored on the beachfront and adjacent to the surf club building towards the corner of Ashburner St. Is this permitted by council? It doesn't seem to be on leased land. Or is it not permitted by Council? Who covers the public liability insurance? The trailers are often parked on the bike path or extremely close to it, making it a dangerous corner for pedestrians and cyclists. The portable storage unit and trailers all have advertising on them so I assume that means the Surf Club is earning an income from them. Why haven't the Club worked out a smarter way to have surf craft available to their members (eg buying surf skis and kayaks for the use of their members) so as not have private property stored on the beachfront. The surf club also seem to operate a shop on weekends on land that they don't currently lease, I could be mistaken as it is difficult to understand the lots from the Council website. Why is this permitted? Or is it not permitted?</p> <p>Will the new lease have an increased number of lots to accommodate the proposed new building area?</p> <p>I would hope for more transparency in what is contained in this lease. My understanding is that this is the only Club on the Northern Beaches with a lease, is that the case? If so, why?</p> <p>Thank you.  Yours faithfully,</p>
8	<p>The proposed lease acknowledges that the lease applies only to the current footprint (scale) of the club as shown in the plan on this site and sent to residents from council. Would this then make the proposed expansion beyond that footprint to be outside and in contradiction to the terms of the lease?</p>

9	<p>Proposed Lease – Manly Life Saving Club.</p> <p>As a resident of [REDACTED] Manly I would like to voice my concerns over the scale of the proposed Redevelopment and or renovations of Manly Surf Club.</p> <p>The current plans for redevelopment of the club will impact on our outlook/ view of the beach. The current public proposal is misleading as it only accounts for loss of view from one angle - the actual impact is far greater than report states. I object tho the lease being renewed without proper consultation and resolution of design issues that impact residents prior to new 20 year lease being granted.</p> <p>The other issue I have is the design itself. It is not worthy of its location and looks like a bland development akin to a shopping mall - lacking in character or architectural creativity. The language of the original building has not been translated into the new design. The spot is iconic - the building should be also.</p>
10	<p>Firstly we find it difficult to comment fully on the lease renewal as details are limited.</p> <p>Our major concern is that the MLSC lease space represented is not entirely accurate given future proposed development.</p> <p>Also MSLC allows third parties to use the space and we need to understand what controls are imposed on them spreading over into public space and any controls over advertising banners.</p> <p>Does the new development mean there are no longer any public toilets on the MLSC lease space?</p>
11	<p>Please release the conditions of the current lease so the public can make proper and informed comments/submissions.</p> <p>In the new lease, ensure Manly Life Saving Club property is stored in the area leased and not on public land - the proliferation of trailers, storage units, kayaks and such onto the esplanade is unacceptable and should be addressed in this lease.</p> <p>The Club has other arrangements with third parties, such as Surf Educate Australia and whilst it is up to the Club how they use their leased space, this third party also accesses the surrounding public spaces and amenities. These arrangements need be taken into account, and terms put in place to manage the impact these groups have on the public space.</p> <p>The club needs to take better care of the leased area and surrounds - removal of rubbish etc.</p>



		
12	<p>5 June 2024  Masking of land night noise!!  (EPA) V12 Neighbourhood noise  Late night parking 8pm-7am  Music 12 midnight - 8am everyday</p>	
13	<p>Proposed lease Manly life Saving Club  Submission  We understand that the new lease will be in line with the 16 other surf clubs. What exactly is being leased?  We notice on diagrams that this lease covers the same area as the current building. The new proposal covers over 200sq metres of public heritage land. If this proposal goes ahead how will this affect the 20 year lease?  Should the Northern Beaches Council be offering a lease when so much uncertainty is hanging over this new proposal.  Will the “hole in the wall” coffee shop still be managed by the Surf Club? We believe that if the new proposal goes ahead there would be a sit down coffee shop. Does this mean the lease for the Hole in the coffee shop would be terminated?  Do these leases state how many private surf crafts etc can be stored?  We understand the lease is for life saving purposes but how much actual PRIVATE members property can be stored?  We presume there will be no increased provisions for sale of alcohol .</p> <p>Manly Residents</p>	
14	<p>To whom it may concern,</p> <p>It is difficult to comment on the lease renewal for the Manly Life Saving Club (MLSC) as the conditions of the lease are not known. However, I make the following points:</p> <ol style="list-style-type: none"> <li>1. The area to be leased is not clear.</li> <li>2. The usage of the space is also not clear e.g. café, public toilets, Council lifeguards and their equipment.</li> <li>3. There is a proposed redevelopment that increases the footprint of the MLSC, and it is not made clear how that impacts the renewal of the lease for 20 years.</li> <li>4. The current building is clearly not being maintained. What arrangements are there for the building to be maintained under a new lease.</li> <li>5. Council allows the MLSC to store craft on public land outside of the</li> </ol>	

	<p>leased area. What is Council doing to ensure MLSC removes these craft and stores them in the leased area.</p> <p>Regards</p>
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<b>Document administration</b>	
Version	1.0
Date	22 August 2024
Approval	Content provided and approved by Property Commercial & Tourist Assets Team
Status	Final
Notes	Community and stakeholder views contained in this report do not necessarily reflect the views of the Northern Beaches Council or indicate a commitment to a particular course of action.