



Lane Cove
Council

Responses to Councillor questions related to Council Meeting Agenda Items

19 March 2026



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**INFORMATION IN RELATION TO AGENDA ITEM 11.3 - NOTICE OF MOTION - URGENT
CHANGE OF BUILDING MANAGER - LANE COVE MARKET SQUARE**

Item No: INFOR1/26
Subject: Information in relation to Agenda item 11.3 - Notice of Motion - Urgent Change of Building Manager - Lane Cove Market Square
Record No: SU11033 - 16593/26
Division: Corporate Services and Strategy Division
Author(s): Stephen Golding

PURPOSE

The purpose of this report is to provide Council with information in response to questions raised by Councillors relating to **Item 11.3 - Notice of Motion - Urgent Change of Building Manager - Lane Cove Market Square**

EXECUTIVE SUMMARY

In accordance with clause 3.35 of the Code of Meeting Practice the following additional information is provided in advance of the Ordinary Council Meeting.

QUESTIONS AND ANSWERS

Question 1

Who is the Strata Manager referred to in clauses 4 and 5(b)?

Response

Strata Choice are the strata managers for Market Square .

Question 2

Is the Building and Facilities Manager engaged by the Strata Manager?

Response

The Building and Facilities Manager which is Knight Frank was engaged by Region Group (formerly SCA Property Group formed by Woolworths). The Building and Facilities Manager oversees operations at Market Square.

Question 3

If yes to (2), is there an agreement between the Strata Manager and Knight Frank that clarifies the terms of Knight Frank's engagement as building and facilities manager for Lane Cove Market Square?

Response

The agreement is between Knight Frank (facilities manager) and Region Group (who is acting on the behalf of the BMC) for the Shared Facilities (only).

Question 4

Have Council's discussions about the condition of the vertical transport system in Lane Cove Market Square been with the Strata Manager or directly with Knight Frank?

Response

Discussions about the issues related to the vertical transport systems in Market Square in the last 12 months have been discussed between all parties (Council, Region Group, Knight Frank and Strata Choice)

Question 5

What document(s) cover Council's potential liability to meet the costs of fixing or replacing the escalators and travellers in Lane Cove Market Square?

Response

Under the terms of the lease with Region Group (tenant), Council is financially liable to fund the capital replacement cost of escalators and travellers at end of life.

Question 6

In what circumstances would Council be required to meet the costs in (5) and what percentage of the costs would be the responsibility of Council?

Response

Council is responsible for 100% of capital replacement costs of the escalators and travellers. Region Group is responsible for repairs, maintenance, and operating costs in accordance with the lease (excluding fair wear and tear).

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**INFORMATION IN RELATION TO AGENDA ITEM 11.3 - NOTICE OF MOTION - URGENT
CHANGE OF BUILDING MANAGER - LANE COVE MARKET SQUARE**

Question 7

What document(s) cover Council's potential liability to meet the costs of fixing or replacing the lifts in Lane Cove Market Square?

Response

The Building Management Statement in conjunction with the lease agreement.

Question 8

In what circumstances would Council be required to meet the costs in (7) and what percentage of the costs would be the responsibility of Council?

Response

In accordance with the Building Management Statement, circumstances where Council is liable to pay costs include maintenance, repair, replacement, upgrade, electricity.

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INFORMATION IN RELATION TO AGENDA ITEM 11.4 - NOTICE OF MOTION - PLAZA
INFRASTRUCTURE MAINTENANCE**

Item No: INFOR2/26
Subject: Information in relation to Agenda Item 11.4 - Notice of Motion - Plaza Infrastructure Maintenance
Record No: SU1757 - 20292/26
Division: Corporate Services and Strategy Division
Author(s): Stephen Golding

PURPOSE

The purpose of this report is to provide Council with information in response to questions raised by Councillors relating to Item 11.4 - Notice of Motion - Plaza Infrastructure Maintenance.

EXECUTIVE SUMMARY

In accordance with clause 3.35 of the Code of Meeting Practice the following additional information is provided in advance of the Ordinary Council Meeting.

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INFORMATION IN RELATION TO AGENDA ITEM 11.4 - NOTICE OF MOTION - PLAZA
INFRASTRUCTURE MAINTENANCE**

DISCUSSION

Question 1

Details for the financial amount that the tenants in the plaza currently pay council annually and is this amount in line with what other councils charge their tenants for the same facility of outdoor dining.

Response:

Plaza Outdoor Dining Tenants are charged \$874.00/m² per annum including GST. The following tenants that are located on the Plaza fixed structure are:

- La Piazza
- Two Brothers
- Fourth Fish
- Grill'd
-

Total income that council receives from these 4 outdoor dining licences is \$172,000 per annum.

There is a further outdoor dining area in the Plaza which has an outdoor dining licence (Greenhouse Salads) but as it is not located under a fixed structure the \$/m² rate is lower at \$585.00/m². The income that council receives for this area is \$4,914 pa

Benchmarking of outdoor dining fees was conducted last year against other NSROC Councils and is attached.(**AT-1**)

ATTACHMENTS:

AT-1 [View](#) Benchmarking of outdoor dining fees was conducted last year against other NSROC Councils

Available
Electronically

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INFORMATION IN RELATION TO AGENDA ITEM 12.1 - PROPOSED PLANNING AGREEMENT
AT 177-183 GREENWICH ROAD, GREENWICH**

Item No: INFOR3/26
Subject: Information in relation to Agenda item 12.1 - Proposed Planning Agreement at 177-183 Greenwich Road, Greenwich
Record No: SU7402 - 20248/26
Division: Corporate Services and Strategy Division
Author(s): Stephen Golding

PURPOSE

The purpose of this report is to provide Council with information in response to questions raised by Councillors relating to Item 12.1 - Proposed Planning Agreement at 177-183 Greenwich Road, Greenwich

EXECUTIVE SUMMARY

In accordance with clause 3.35 of the Code of Meeting Practice the following additional information is provided in advance of the Ordinary Council Meeting.

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INFORMATION IN RELATION TO AGENDA ITEM 12.1 - PROPOSED PLANNING AGREEMENT
AT 177-183 GREENWICH ROAD, GREENWICH**

Question 1

Response to question the Mayor started to ask at Public Forum (question segment) on Item 12.1 - Proposed Planning Agreement at 177-183 Greenwich Road, Greenwich

Response

The relevant proposed clause is as follows:

6.5 Compulsory acquisition

(a) If the Owner does not procure the dedication or transfer of the Dedication Land in accordance with Schedule 4, the Owner consents to the Council compulsorily acquiring the Dedication Land in accordance with the Land Acquisition (Just Terms Compensation) Act 1991 (NSW) for the amount of \$1.

(b) The Owner and the Council agree that:

(i) This is an agreement between the Owner and the Council for the purpose of section 30 of the Land Acquisition (Just Terms Compensation) Act 1991 (NSW); and

(ii) the Owner and the Council have agreed on all relevant matters concerning the compulsory acquisition and the compensation to be paid for the acquisition.

(c) if the Council must pay compensation under Part 3 of the Land Acquisition (Just Terms Compensation) Act 1991 to any person, other than the Owner, the Owner must reimburse the amount of that compensation to the Council on request.

The draft clause has been included to ensure that there is a mechanism available to council to acquire the land if the obligations and timings for the land dedication as specified in Schedule 4 not met. Staff will review the need for this clause and whether any parts of the clause need to be amended prior to the final Planning Agreement being presented to council following public exhibition.

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PUBLIC FORUM MEETING - COUNCILLOR INFORMATION SEGMENT**

Item No: INFOR4/26
Subject: Public Forum Meeting - Councillor Information Segment
Record No: SU11033 - 20091/26
Division: Corporate Services and Strategy Division
Author(s): Stephen Golding

PURPOSE

The purpose of this memo is to provide Council with information in response to questions raised by Councillors during the Councillor Information Segment of the Public Forum Meeting held on the 16 March 2026 relating to the Ordinary Council Meeting 19 March 2026 Agenda Items

EXECUTIVE SUMMARY

In accordance with clause 3.35 of the Code of Meeting Practice the following additional information is provided in advance of the Ordinary Council Meeting.

COUNCILLOR INFORMATION SEGMENT

Question 1 – Item 11.3 - NOTICE OF MOTION - URGENT CHANGE OF BUILDING MANAGER - LANE COVE MARKET SQUARE

Councillor Bryla asked how old is the Market Square building and have the vertical transport systems been replaced since it was built?

Response

The building is approximately 15 years old and the vertical transport systems have never been fully replaced since the original build.

Question 2 – Item 12.1 - PROPOSED PLANNING AGREEMENT AT 177-183 GREENWICH ROAD, GREENWICH ..

Councillor Southwood began to ask a question regarding compulsory acquisition provisions in the proposed Greenwich Road planning agreement .

Response

It was agreed that as this was about technical/legal content, it was better submitted in writing so the information could be provided subject to review.

Question 3 – Item 15.1 - LANE COVE NORTH SHOPS - FURTHER STUDIES

- a) Councillor Roenfeldt asked what is the priority and thus sequence of each of the four studies proposed for the Lane Cove North Shops ?
- b) Councillor Roenfeldt asked why is it not possible to be given more specific costs of the studies, rather than the ranges given in the report?

Response

- a) All the studies are required and are intended to be dealt with in unison, not in isolation, in order to get an adequate result.
- b) The report includes indicative costs based on past studies that Council has procured. Final costs are not known until Council goes out for requests for quotation or tender.

Question 4 -Item 15.4-LOCAL PLANNING PANEL EXPERT PLANNING MEMBER

- a) Councillor Southwood asked, regarding the appointment of an expert planning member to the Local Planning Panel whether the expert planning members are drawn from a panel or can we choose our own?
- b) Councillor Bryla asked regarding the suggested appointment of the planning panel member. how many other panel members were considered
- c) Councillor Southwood asked, with the elimination of the Regional Planning Panel and the devolution of a lot of those responsibilities to the Local Planning Panel, are we considering expanding the number of members?

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Response

- a) Council is required to choose from the NSW State Government list of approved experts, but it is open to Council to choose any member on that list.
- b) There are 15 expert members on the panel and includes a very diverse mix with legal, architecture, urban design, heritage and planning expertise. The recommended applicant (Mr Kirk) reflects the skill and experience mix of the exiting panel member (Ms Swan). There are several hundred in the accredited pool and Mr Kirk had a very strong CV in a range of relevant areas.
- c) There is no proposal to expand the number of members. We have 15 members and only two are required at each meeting and there is rotation that provides diversity in decision making.

Question 5 – Item 16.2 - REVISED SCOPE FOR LANE COVE NORTH SPEED REDUCTION PROPOSAL - LOCAL TRANSPORT FORUM - OUT OF CYCLE REPORT

- a) Councillor Flood asked regarding the revised Lane Cove North Traffic Plan and Karilla Avenue have any conversations been had with Transport for NSW (TfNSW) challenging their recommendation to add side markings and centre line to the cul-de-sac end given they are unlikely to have much of an impact due to there being no through traffic?
- b) Councillor Flood asked are there any other options that would still achieve the 40km/hr speed limit, without having the line markings?
- c) Councillor Flood asked, given the amount of objections from local residents, do we have time to consult on the other option and defer the line markings until this occurs?
- d) Councillor Roenfeldt asked whether there were other line marking materials available that are more environmentally friendly?
- e) Councillor Southwood asked whether there were time/funding issues with the Northwood Road intersection project?

Response

- a) Council has consulted with TfNSW numerous times but they are adamant about the need for the line markings.
- b) Speed cushions were considered west of Kurri Street but it was thought that these would be received negatively, with line markings being the less intrusive solution.
- c) The project needs to be completed by the end of the financial year and further consultation will mean that this cannot be achieved. The \$1m in grant funding needs to be expended by the end of the financial year. The funding timeline has already been extended.
- d) Water-based line marking is available but will not last as long as the polymer line marking product.
- e) Council has received a Blackspot funding grant for this construction project. It does not expire at the end of this financial year - it possibly expires in August 2026.