

22 June 2020

At 2.00 pm



Corporate, Finance, Properties and Tenders Committee

Agenda

- 1. Disclosures of Interest**
- 2. Investments Held as at 31 May 2020**
- 3. Pemulwuy Project - Variation to Project Deed with the Aboriginal Housing Company**
- 4. Sale of Heritage Floor Space - City as Landowner**
- 5. Tender - Portman Street and Zetland Avenue Upgrade**
- 6. Tender - Macdonald Street Widening and Trunk Drainage, Erskineville**
- 7. Exemption from Tender and Contract Extension – Centralised Monitoring and Control System for Parks**
- 8. Exemption from Tender and Contract Extension - Self Insurers Claim System**
- 9. Tender - Reject and Negotiate - Bathurst Street (Greenland) Creative Hub (working title) Operator**
- 10. Property Matter (Confidential)**

Economic Development and Business Sub-Committee

- 11. Grants and Sponsorship - Round One 2020/21 - Economic Grants**

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2. Check the recommendation in the Committee report before speaking, as it may address your concerns so that you just need to indicate your support for the recommendation.
3. Note that there is a three minute time limit for each speaker (with a warning bell at two minutes) and prepare your presentation to cover your major points within that time.
4. Avoid repeating what previous speakers have said and focus on issues and information that the Committee may not already know.
5. If there is a large number of people interested in the same item as you, try to nominate three representatives to speak on your behalf and to indicate how many people they are representing.

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Item 1.

Disclosures of Interest

Pursuant to the provisions of the City of Sydney Code of Meeting Practice and the City of Sydney Code of Conduct, Councillors are required to disclose pecuniary interests in any matter on the agenda for this meeting.

Councillors are also required to disclose any non-pecuniary interests in any matter on the agenda for this meeting.

This will include receipt of reportable political donations over the previous four years.

In both cases, the nature of the interest must be disclosed.

Item 2.

Investments Held as at 31 May 2020

Item 3.

Pemulwuy Project - Variation to Project Deed with the Aboriginal Housing Company

File No: S128791

Summary

The Aboriginal Housing Company Limited (Aboriginal Housing Co), a not-for-profit organisation, is currently redeveloping the area known as “the Block” in Redfern as part of the Pemulwuy Project. The Pemulwuy Project site comprises 15,638 square metres of mixed use including affordable housing, commercial, retail, cultural, and community uses and public domain.

On 20 August 2012, Council resolved in principle to support the transfer of land to the Aboriginal Housing Co, subject to finalisation of an appropriate deed with the Aboriginal Housing Co. The Pemulwuy Project Deed, as shown at Attachment A, was entered into by the City and the Aboriginal Housing Co on 31 May 2013 (Project Deed).

On 11 December 2017 and 29 October 2018, Council resolved to enter into Deeds of Variation in respect of the Project Deed with the Aboriginal Housing Co to provide for 12 month extensions to the date by which the development had to be "Substantially Progressed" under the Project Deed from 21 December 2017 to 21 December 2018, and 21 December 2018 to 21 December 2019, respectively. Council also resolved on 29 October 2018 to transfer small portions of land to the Aboriginal Housing Co.

On 4 March 2019, the original project approval for the Pemulwuy Project was modified. The Aboriginal Housing Co has also agreed with the City that within Precinct 3 it will ensure the student accommodation facility will make available a minimum of 110 beds to Aboriginal and Torres Strait Islander students at a subsidised rate. On 21 March 2019, this was secured by way of a covenant being registered on the title of the property in favour of the City. The Aboriginal Housing Co has requested the Project Deed be varied to reflect these latest updates.

This report seeks approval from Council to further vary the Project Deed to reflect a recent development approval given to the Aboriginal Housing Co in respect of Precinct 3 of the development, a modification to the original project approval given to the Aboriginal Housing Co, the development being "Substantially Progressed" under the Project Deed and further public benefit commitments given by the Aboriginal Housing Co to the City.

Recommendation

It is resolved that authority be delegated to the Chief Executive Officer to negotiate, execute and administer a Deed of Variation in respect to the Pemulwuy Project Deed with the Aboriginal Housing Company Limited provided such Deed of Variation is substantially on the same terms as the draft Deed of Variation as shown at Attachment B to the subject report.

Attachments

- Attachment A.** Existing Pemulwuy Project Deed
- Attachment B.** Draft Deed of Variation
- Attachment C.** Updated Public Domain Plan
- Attachment D.** Architectural Drawings Showing Overhang
- Attachment E.** Resolution of Council Dated 20 August 2012
- Attachment F.** Resolution of Council Dated 11 December 2017
- Attachment G.** Resolution of Council Dated 29 October 2018

Background

1. The Aboriginal Housing Co, a not-for-profit organisation, is currently redeveloping the area known as 'the Block' in Redfern as part of the Pemulwuy Project. The Pemulwuy Project site comprises 15,638 square metres of mixed used including affordable housing, commercial, retail, cultural, and community uses and public domain.
2. On 20 August 2012, Council resolved in principle to support the transfer of land to the Aboriginal Housing Co to allow the delivery of the Pemulwuy Project, subject to finalisation of an appropriate deed with the Aboriginal Housing Co.
3. On 21 December 2012, project approval was given for the 'Pemulwuy Project'. The development was to upgrade 'the Block'. The site was to be divided into three precincts:
 - (a) Precinct 1:
 - (i) the construction of 36 two storey townhouses, 26 units within an apartment building, retail/commercial space, gymnasium/fitness centre space, car park accommodating a total of 115 spaces; and
 - (ii) the provision of publicly accessible open space;
 - (b) Precinct 2: the construction of a mixed-use building, containing a retail/commercial space and a childcare centre; and
 - (c) Precinct 3: the construction of a mixed-use building containing a retail / commercial space, a gallery and student housing accommodating a total of 154 beds in 42 units.
4. On 31 May 2013, the City entered into a Project Deed (at Attachment A), with the Aboriginal Housing Co for the 'Pemulwuy Project', being the re-development of 'the Block' in Redfern. The Project Deed provided for key elements of the development being delivered. These include:
 - (a) affordable housing - Precinct 1;
 - (b) childcare - Precinct 2;
 - (c) gallery - Precinct 3; and
 - (d) public open space - Precinct 1.
5. On 11 December 2017, Council resolved to enter into a Deed of Variation in respect of the Project Deed with the Aboriginal Housing Co to provide for a 12 month extension to the date by which the development had to be "Substantially Progressed" under the Project Deed from 21 December 2017 to 21 December 2018.
6. On 2 October 2018, Council resolved to enter into a second Deed of Variation in respect of the Project Deed with the Aboriginal Housing Co to provide for a further 12 month extension to the date by which the development had to be "Substantially Progressed" under the Project Deed from 21 December 2018 to 21 December 2019 and to transfer small portions of land to the Aboriginal Housing Co.

7. On 4 March 2019, development approval was given for the construction of a student accommodation development within Precinct 3, including:
 - (a) construction of between 3 and 24 storeys student accommodation to a maximum height of RL 96.57, comprising:
 - (i) 596 student beds;
 - (ii) communal student amenities; and
 - (iii) communal open space including an internal courtyard and a roof top terrace; and
 - (b) public domain improvements, public open space and hard and soft landscaping.
8. On 4 March 2019, the original project approval for the Pemulwuy Project was modified to:
 - (a) delete all buildings and works relating to Precinct 3;
 - (b) delete the land-bridge over the rail corridor;
 - (c) replace the retail use in Precinct 1 with gallery use;
 - (d) amend public domain and open space within Precinct 1 and 2; and
 - (e) delete conditions and Statements of Commitments to take account of the deletion of Precinct 3.
9. The Aboriginal Housing Co has agreed with the City that within Precinct 3 it will ensure that the student accommodation facility will make available a minimum of 110 beds to Aboriginal and Torres Strait Island students at a subsidised rate. On 21 March 2019, this was secured by way of a covenant being registered on the title of the property in favour of the City.
10. The Pemulwuy development has now "Substantially Progressed" under the Project Deed.
11. As a result of the development approval and the modification of the project approval being given on 4 March 2019, the fact that the development has now "Substantially Progressed" under the Project Deed and the commitment from the Aboriginal Housing Co that it will make available a minimum of 110 beds to Aboriginal and Torres Strait Islander students at a subsidised rate, the Aboriginal Housing Co has requested the Project Deed be varied to reflect these latest updates.

12. The third Deed of Variation to the Project Deed which is the subject of this report, will give effect to the above variations and consequentially, will:
 - (a) update the public domain plan under the Project Deed to the plan attached at Attachment C;
 - (b) remove the Aboriginal Housing Co's obligations to grant the City any rights of way, as the relevant public domain land will now be dedicated to City rather than granting rights of way;
 - (c) remove the Aboriginal Housing Co's obligations to grant the City any easements for services, as the proposed services will now be in the public domain areas which are to be dedicated to the City as public roads; and
 - (d) grant an easement for overhang in favour of the Aboriginal Housing Co over part of the land to be dedicated to the City to allow part of one of the buildings to be developed to partially overhang the public road, as shown in the architectural drawings at Attachment D.

Key Implications

Strategic Alignment - Sustainable Sydney 2030 Vision

13. Sustainable Sydney 2030 is a vision for the sustainable development of the City to 2030 and beyond. It includes 10 strategic directions to guide the future of the City, as well as 10 targets against which to measure progress. This report is aligned with the following strategic directions and objectives:
 - (a) Direction 8 - Housing for a Diverse Population - The Pemulwuy Project plans to revitalise the area formerly known as 'the Block'. The project aims to develop housing and services for the Aboriginal community, as well as providing a community centre, health and fitness facility, respite centre and public open space. In addition, key elements required to be delivered under the Project Deed include child care, the gallery and public open space. The Pemulwuy Project will contribute to the neighbourhood regeneration.

Relevant Legislation

14. Local Government Act 1993 - Council approval is required to enter into the proposed Deed of Variation as the authority to vary the Project Deed has not been delegated to the Chief Executive Officer.

Critical Dates / Time Frames

15. The Pemulwuy development is well under construction and due for completion within the next 12 months.

Options

16. Not agreeing to vary the Project Deed in accordance with this report, would put the Aboriginal Housing Co in breach of a number of its obligations under the Project Deed as the development approvals have been modified and it would not be consistent with Council's in principle support of the Pemulwuy Project.

KIM WOODBURY

Chief Operating Officer

Andre Johnson, Senior Solicitor

Attachment A

Existing Pemulwuy Project Deed

(Extract only)



DEED

PEMULWUY PROJECT

The Council of the City of Sydney

and

Aboriginal Housing Company Limited

The Council of the City of Sydney
Town Hall House
456 Kent Street
SYDNEY NSW 2000

Reference: KW S091270

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city of villages

THIS DEED IS MADE ON 31 May 2013 BETWEEN:

- (A) **The Council of the City of Sydney (City)** of 456 Kent Street Sydney NSW 2000; and
- (B) **Aboriginal Housing Company Limited ACN 001 154 481 (AHC)** of 104 Lawson Street Redfern NSW 2016.

BACKGROUND

- (A) The AHC has obtained the Project Approval for the Pemulwuy Project.
- (B) The AHC and the City intend to work cooperatively and in good faith, as stakeholders, in the delivery of the Pemulwuy Project.
- (C) In particular, the City wishes to support the Pemulwuy Project and to use all reasonable endeavors to allow the Laneway Land and the Open Space Land to be used for purposes that meet the aims and objectives of the AHC.
- (D) The AHC wishes to incorporate the Laneway Land and the Open Space Land into the Pemulwuy Project.
- (E) The City will transfer the Land to the AHC in accordance with this Deed.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed, except where the context otherwise requires:

Affordable Housing means the 62 (sixty two) dwellings, including 36 townhouses and 26 apartments, to be constructed by or on behalf of the AHC on the block bounded by Louis St, Caroline St, Eveleigh St, and Vine St Redfern.

Agreed Date means 21 December 2017, being the date five (5) years from the date of the Project Approval.

Arts and Craft Work has the same meaning as provided in Annexure D.

Authority means any federal, state or local government body.

Business Day means a day on which the trading banks are generally open for business in New South Wales and excludes Saturdays, Sundays and any public holidays.

Certificate of Title means a document entitled "Certificate of Title" issued by the Office of Land and Property Information NSW for a folio of the Torrens Title Register.

Child Care means for the purposes of a long stay child care centre, before and after school care centre, occasional care, school vacation program, or for any other community purpose approved by the City (in its capacity as the grantee of the

restriction referred to in clause 4 of Annexure D and in no other capacity) from time to time.

Gallery means for the purposes of creation, fabrication, or exhibition of Art and Craft Works, education, recreation, health, arts and crafts and culture (including parades, dramatic productions, dance and movement) and for any other community purpose approved by the City (in its capacity as a grantee of the restriction referred to in clause 3 of Annexure D and in no other capacity) from time to time.

Closure means the closure of the Laneway Land as a public road in accordance with Division 1 of Part 4 of the *Roads Act* 1993.

Community Land means land classified as community land under Division 1 of Part 2 of Chapter 6 of the *Local Government Act* 1993.

Completion Date means the date on which the City delivers the executed Transfers, and the Certificates of Title, for the whole of the Land to the AHC in accordance with clause 6.1.

GST means the Goods and Services Tax as defined in the GST Law.

GST Law means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and any other Act or regulation relating to the imposition or administration of the GST.

Interests in Land means the interests set out in the Section 88B and 88E Instrument.

Key Elements means the parts of the Pemulwuy Project Site subject to the easements or restrictions referred to in Annexure D, the Affordable Housing, the Child Care, the Gallery, and public open space (including roads and plaza).

Land means the Open Space Land and the Laneway Land.

Laneway Land means the land comprised in Lot 1 DP 1163669, generally known as Eveleigh Lane and Caroline Lane.

Minister means the Minister responsible from time to time for the administration of the *Environmental Planning & Assessment Act* 1979.

Modification Application means the application for modification of the Concept Plan Approval (number MP06-0101 MOD1) lodged with the Minister.

Open Space Land means the land comprised in the following:

- (a) Lot 1 DP 779120 (known as 91 Eveleigh Street),
- (b) Lot A DP 439127 (known as 93 Eveleigh Street),
- (c) Lot B DP 439127 (known as 95 Eveleigh Street),
- (d) Lot 1 DP 797845 (known as 97 Eveleigh Street),
- (e) Lot 1 DP 194785 (known as 99 Eveleigh Street),
- (f) Lot 5 DP 230305 (known as 119 Eveleigh Street), and



(g) Lot 1 DP 995857 (known as 121 Eveleigh Street).

Operational Land means land classified as operational land under Division 1 of Part 2 of Chapter 6 of the *Local Government Act 1993*.

Pemulwuy Project means the proposed development of the Pemulwuy Project Site in accordance with the Project Approval.

Pemulwuy Project Site means the area generally shown in the Project Approval (bounded by Lawson Street, Vine Street, Louis Street, and the rail corridor at Redfern) and includes the Open Space Land, the Laneway Land, and a section of land owned by Railcorp.

Planning Certificates means the planning certificates issued under s.149 of the *Environmental Planning and Assessment Act 1979* in the form attached to this Deed and marked Annexure C.

Project Application means the major project application for the redevelopment of the Pemulwuy Project Site submitted to the Department of Planning and dated 16 December 2011.

Project Approval means the Minister's approval of the Modification Application granted on 21 December 2012, a copy of which is attached in Annexure A.

Public Domain Plan means the plan attached to this Deed and marked Annexure E.

Reclassification means the change in classification of the Open Space Land from Community Land to Operational Land

Section 88B and 88E Instrument means s Section 88B and 88E Instrument incorporating all of the provisions set out in Annexure D prepared in accordance with Clause 8.1.

Subdivision Plan means a plan of consolidation or subdivision of any land forming part of the Pemulwuy Project Site.

Substantially Progressed means:

- (a) all approvals and authorisations reasonably necessary for the construction of the first stage of the Pemulwuy Project have been granted;
- (b) the AHC has entered into a construction contract for the construction of at least the first stage of the Pemulwuy Project; and
- (c) construction work has commenced on the Pemulwuy Project Site.

Sydney LEP means the local environmental plan for the local government area of the City of Sydney, made by the Minister for Planning and Infrastructure following the exhibition of the draft of that local environmental plan in 2011.

Torrens Title Register means the Register of Torrens Title land maintained by the Registrar General at Land and Property Information NSW.



Transfer means a document entitled "Transfer" in the form approved by the Office of Land and Property Information NSW, duly and properly executed by the City of Sydney as the owner of the Land.

1.2 Interpretation

In this Deed:

- (a) headings are for convenience only and do not affect interpretation;
- (b) a reference to legislation includes legislation as amended, re-enacted, or replaced, and includes any subordinate legislation made under it;
- (c) if a word is defined, then another part of speech is given the same meaning;
- (d) singular includes the plural and vice versa; and
- (e) any example, illustration, or inclusion of a right, obligation or concept does not limit the scope of that thing,
- (f) a reference to a body or authority includes any body or authority that replaces it.

2. DEED OVERVIEW

The parties acknowledge and agree that this Deed is to operate in the following way:

- (a) the parties will work cooperatively, and in good faith, as stakeholders to achieve the key elements relating to the Pemulwuy Project;
- (b) the AHC will regularly inform the City of the progress of its application for registration as a certified provider of affordable housing;
- (c) the City will transfer the Land to the AHC, in accordance with clause 6;
- (d) the AHC must duly create the Interests in Land in accordance with clause 8; and
- (e) on and from the delivery of the Transfers and the Certificates of Title for the Land, to the AHC in accordance clause 6, the AHC confers the following rights on the City:
 - (i) an option to allow the City to obtain a transfer back of the title to the Land if the Pemulwuy Project has not Substantially Progressed by the Agreed Date; and
 - (ii) the Interests in Land; and
 - (iii) if the AHC sells any part of the Land), a right for the City to receive full market value for the relevant part of the Land, as set out in clause 10.

3. CLOSURE OF LANEWAY LAND

3.1 Closure of Laneway Land

The parties acknowledge that:

- (a) the Closure of the Laneway Land was completed by gazettal dated 8 June 2012 (**Gazettal**);
- (b) the City classified the Laneway Land as Operational Land by resolution made on 20 August 2012; and
- (c) the Gazettal has since been recorded on the Torrens Title Register for the Laneway Land and the City has notified the AHC in writing that a Certificate of Title for the Laneway Land has issued in the name of the City as the registered proprietor, without any qualification that the land comprises public road.

3.2 Licence

The City gives the AHC a rent free licence to occupy the Laneway Land from the date of this Deed) until the delivery of a Transfer and that Certificate of Title to the AHC in accordance with clause 6, to carry out construction work to construct the Pemulwuy Project on the Laneway Land.

3.3 Title to Laneway Land

The AHC agrees that:

- (a) it is aware of the conditions imposed by the relevant Authority (Ausgrid) in consenting to the Closure, being the relocation of electricity poles, brackets, and wiring from the Laneway Land; and
- (b) subject to transfer of the title for the Laneway Land in accordance with clause 6, it will comply with any requirements to re-route services made by Ausgrid as a condition of consenting to the Closure.

4. RECLASSIFICATION OF OPEN SPACE LAND

4.1 Process

- (a) The parties acknowledge that the amendment giving effect to the Reclassification was placed in the government gazette on 24 August 2012.
- (b) The City warrants that it has not, as at the date of this Deed, been joined as a party to any proceedings challenging the validity of that amendment.

4.2 Title to Open Space Land

The AHC agrees that (subject to transfer of the title for the Open Space Land in accordance with clause 6), it will comply with any requirements to re-route services located on the Open Space Land made by any Authority, whether that requirement was made before or after the Reclassification.



5. DEVELOPMENT OF THE PEMULWUY PROJECT

5.1 Changes to Project Approval

If:

- (a) changes are made to the Project Approval, so that the proposed development becomes essentially different in the Key Elements in the manner as described in the following clause 5.2 ; and
- (b) those changes are made before the earlier of the Agreed Date and the commencement of construction

then the Land must be transferred back to the Council for a consideration of \$10.00, in accordance with the process set out in clause 9 of this Deed.

5.2 Essentially Different

The parties acknowledge and agree that a Key Element will become essentially different if that Key Element is no longer reasonably capable of being used for the relevant purpose of Affordable Housing, Child Care, Gallery, public open space, road or plaza. Nothing in this clause 5 will be read or construed as limiting the capacity of the AHC to make minor changes, or refinements, of the nature identified in clause 7.

6. TRANSFER OF LAND TO THE AHC FROM THE CITY

- 6.1 Unless the City has then been joined as a party to any proceedings challenging the validity of the amendment referred to in clause 4.1(a), the City will, within 14 days of the date of this Deed, deliver to the AHC the Transfers for the whole of the Land, executed by the City, together with the Certificates of Title for the whole of the Land, in the form set out in Annexure E. The date on which delivery is effected will be deemed to be the Completion Date for the purposes of this Deed.

6.2 Completion

On the Completion Date, the parties agree that:

- (a) the licence granted under clause 3.2 will terminate and the City will give the AHC vacant possession of the Land;
- (b) the City will provide the AHC with the Certificates of Title for the Land, together with the Transfers for the Land;
- (c) the Land must be free of any mortgage or other encumbrance (except as provided for in this Deed);
- (d) there is to be no adjustment of rates and taxes on transfer of title to the Land from the City to the AHC; and
- (e) the AHC must pay the sum of \$20.00 (twenty dollars) exclusive of GST to the City as the price for the Land.

The AHC must pay any stamp duty, registration fees, or other similar taxes for or in relation to the Transfers.



6.3 No Separation

The City will not separately transfer either the Open Space Land or the Laneway Land to the AHC.

6.4 Condition of Land

The AHC accepts the Land, relying wholly on its own enquiries, in its current state and condition as at the Completion Date. The AHC may not make or bring any claim of any nature whatsoever against the City in respect of:

- (a) any defect (whether latent or patent) in any part of the Land;
- (b) any materials located in or adjoining the Land, including the presence of, or migration of, any contaminants within, from, or onto the Land as at the date of this Deed;
- (c) any irregularity in any of the boundaries to the Land; or
- (d) the condition or any improvements on any part of the Land.

6.5 Vendor Disclosure

The parties acknowledge that:

- (a) they have entered into this Deed with an awareness of the provisions of the *Conveyancing (Sale of Land) Regulation 2010*;
- (b) the Planning Certificates attached to this Deed are accurate as at the date of preparation of this Deed only.
- (c) without limiting clause 6.5(b) the AHC may not make or bring any claim whatsoever in respect of the following:
 - (i) the amendment of the South Sydney Local Environmental Plan 1998 with the effect of classifying the Open Space Land as Operational Land;
 - (ii) the making of the Sydney LEP by the Minister for Planning and Infrastructure as an environmental planning instrument in respect of the Land; or
 - (iii) any State Environmental Planning Policy (SEPP) made after the date of this Deed and before the Completion Date.

7. CHANGES TO PEMULWUY PROJECT

7.1 Variations to Project Approval and Deed

- (a) The parties acknowledge:
 - (i) that the design and form of the Pemulwuy Project (as provided in the Project Approval) may continue to evolve and alter before construction is completed; and
 - (ii) that the City has already responded to the Department of Planning in relation to AHC's application for approval of a modification of

concept plan approval MP06-0101 dated 30 June 2009, MP11-0039 and the Preferred Project Report dated 27 August 2012.

- (b) If changes to the Project Approval are contemplated after the date of the Project Approval then the changes are to be notified by AHC to the City.
- (c) If a minor change is made to the outcomes anticipated by this Deed (including without limitation, a facility is relocated or the development staging is changed) then the parties will cooperate in good faith to complete any necessary report to the City or any necessary amendment to this Deed.

7.2 AHC Obligations

On and from the Completion Date until registration of the Interests in Land, the AHC must:

- (a) use reasonable endeavours to complete the construction of the Pemulwuy Project;
- (b) not seek to change or modify any development consent or other approval in respect of the Pemulwuy Project in a manner which alters any of the Key Elements without affording the City (acting reasonably) an opportunity to consider and comment on that change or modification;
- (c) progress the Key Elements of the Pemulwuy Project; and
- (d) not mortgage, transfer or otherwise dispose of an interest in the Pemulwuy Project Site without disclosing to the transferee this Deed and requiring the transferee (as a condition of completion) to enter into a deed with the City agreeing to be bound by this Deed.

7.3 City Must Inform AHC

If the City (acting reasonably) is afforded the opportunity to comment under clause 7.2(b), and considers that a proposed modification may cause the development to become essentially different in the Key Elements in accordance with clause 5.2, then the City must promptly (and in any event within 28 days), inform the AHC in writing of that concern, giving reasons for it.

8. SUBDIVISION PLAN

8.1 AHC to Prepare

The AHC must prepare and provide the Subdivision Plan and the Section 88B and Section 88E Instrument to the City (acting as a party to this Deed and not as an Authority):

- (a) as soon as is reasonably practicable to do so (and in any event before occupation of any part of the Pemulwuy Project except occupation of the Laneway Land under clause 3.2);
- (b) at no cost to the City;
- (c) identifying the land burdened and the terms of the Interests in Land in favour of the City upon the terms specified in Annexure D of this Deed; and
- (d) identifying the land to be dedicated to the City as a public road; and

- (e) ensuring those areas which are open to, and used by, the public (as identified on the Public Domain Plan) are affected by a right of way in the form numbered 5 in the Section 88B and 88E Instrument.

8.2 Registration of Subdivision Plan

Promptly after the AHC has complied with clause 8.1 the AHC must:

- (a) lodge the Subdivision Plan and the Section 88B and 88E Instrument with the Office of Land and Property Information NSW; and
- (b) do all things reasonably necessary to ensure the registration of the Subdivision Plan and the Section 88B and 88E Instrument, including producing any necessary Certificates of Title and procuring any necessary consent to lodgement.

Both parties (acting reasonably) will co-operate to procure the registration of the Subdivision Plan and the Section 88B and 88E Instrument, including providing any written consent to any minor amendments of the Subdivision Plan or the Section 88B and 88E Instrument required by the Registrar General.

8.3 Registration of Other Plans and Dealings

The AHC must not:

- (a) (prior to lodgment of the Subdivision Plan and the Section 88B and 88E Instrument) lodge any plan for registration with the Office of Land and Property Information NSW in respect of the Pemulwuy Project Site without the City's written consent (such consent not to be unreasonably withheld); and
- (b) (on and from the date of registration of the Interests in Land) make or bring any claim, requisition, action or dealing with the intention or effect of derogating from the Interests in Land.

8.4 Surveying Disputes

- (a) If a dispute arises as to:
 - (i) the location of the Interests in Land, or
 - (ii) the relevant area of the Land under clause 10,and the parties are unable to resolve that dispute under clause 12, then that dispute will be determined under this clause 8.4.
- (b) The relevant matter will be determined by an independent surveyor agreed by the parties or (if an agreement cannot be reached within 14 days of the parties first meeting to make such a determination) by a surveyor appointed by the President of the Association of Consulting Surveyors NSW Inc.
- (c) The costs of the determination will be shared equally by the parties.
- (d) The surveyor will act as an expert, and the determination of the surveyor will be final and binding on the parties.

9. TRANSFER BACK TO THE CITY

9.1 AHC to Return

- (a) The AHC acknowledges that the City intends that the Land will be utilised for the realisation of the Pemulwuy Project, including ongoing use in accordance with the Project Approval (as varied in accordance with this Deed).
- (b) If the Pemulwuy Project (in a form which includes the Key Elements) has not Substantially Progressed by the Agreed Date, the City may by notice in writing to the AHC generally in the form attached as Annexure B require the AHC to transfer the Land back to the City for the same consideration paid by the AHC, being \$20.00

9.2. AHC to Effect

The AHC must promptly do all things reasonably required to give effect to the transfer back to the City of the Land in accordance with clause 9.1, including (without limitation):

- (a) execute any transfer or other instrument reasonably required by the City; and
- (b) (if any part of the Land has been consolidated with any other land comprising part of the Pemulwuy Project Site), then complete any plan of subdivision reasonably required to identify the whole or the relevant part of the Land and to allow the transfer back to the City in registrable form of that part of the Land.

9.3 Caveat

The City may lodge any caveat reasonably necessary to prevent a dealing with the Land or any part of it in a manner which is inconsistent with this Deed, including:

- (a) the registration of the Interests in Land;
- (b) the right to require a transfer back of the Land in accordance with clause 9; and
- (c) the right to receive payment for the relevant portion of the Land in accordance with clause 10.

9.4 Withdrawal of Caveat

The City must promptly withdraw any caveat or uplift it in part in the following circumstances:

- (a) to the extent that any caveat protects the registration of a dealing which is not consistent with the Interests in Land, then upon lodgement with the Land and Property Management Authority of the relevant Plan and associated Section 88B and Section 88E Instrument for the purposes of registration of those instruments;
- (b) to the extent the caveat protects the right to transfer back the Land, then (if the City, acting reasonably, is satisfied the development has Substantially Progressed) as soon as is reasonably practicable after the Agreed Date; or

- (c) to the extent any caveat relates to a right of compensation in relation to a release of the restriction, then upon payment for the relevant portion of the Land in accordance with clause 10.5.

10. TRANSFER OF LAND FROM THE AHC TO A THIRD PARTY

10.1 AHC to Notify

If, following transfer of the Land to the AHC and the issue of Certificates of Title noting the AHC as registered proprietor of the Land, the AHC decides to sell or transfer any land which includes any part of the Land to any party (except to the City in accordance with clauses 9 and 10 or to any party which is related to the AHC), the AHC must give written notice to the City.

10.2 Appointment of Valuer

- (a) The land which is proposed to be transferred must be valued by a duly qualified valuer with not less than 5 years experience in the valuation of land in the City of Sydney local government area.
- (b) The City will promptly (and in any event within 14 days of the issue of a notice under clause 10.1) provide to the AHC, in writing, the names and contact information of at least three (3) valuers.
- (c) The AHC will inform the City within 14 days from the date of issue of the notice under 10.2(b) whether the AHC:
 - (i) is willing to appoint any of the three valuers identified by the City; or
 - (ii) if the AHC is not willing, the name of an alternative valuer meeting the criteria set out in clause 10.2 (a).
- (d) If the City does not issue a notice under 10.2(b), or the AHC does not respond under clause 10.2(c), then parties will be deemed to have not agreed a valuer.
- (e) If the parties are unable to agree upon a valuer within 1 month of the issue of written notice under clause 10.1, then either party may approach the president of the Institute of Valuers (NSW division) to appoint a valuer.

10.3 Basis of Valuation

The parties agree to instruct the valuer who has been agreed or appointed (as the case may be) to value the land proposed to be transferred, and provide a written valuation to the parties, on the following basis:

- (a) that land is to be considered as if that land was offered to the open market by an experienced real estate agent conducting a professional marketing campaign,
- (b) using at least two valuation approaches which include a hypothetical feasibility and a direct comparison, with full regard to the current value of comparable properties in the area;
- (c) having regard to the existing approvals, and nature and condition of any improvements on the site as at the date of valuation;
- (d) having regard to any planning instruments and land zoning in place as at the date of valuation ;
- (e) the valuation amount is to be expressed as a lump sum; and

- (f) the report must identify whether that amount includes or excludes any GST or other similar tax.

The costs of the valuer will be met by the parties equally.

10.4 Amount Payable by the AHC to the City

The amount payable to the City will be calculated as follows:

$$P = (V \div AL) \times C$$

Where:

P = amount payable to the City;

V = the value of the land the subject of the proposed transfer, as expressed in the valuation report prepared under the preceding sub-clause;

AL = the area of land the subject of the valuation and the proposed transfer, calculated having regard to the relevant deposited plan;

C = the area of the Land contained within the land the subject of the proposed comprising part of the relevant area of land the subject of the valuation (AL)

For example:

$$P = (\$5 \text{ million} / 5,000 \text{ sqm}) \times 300 \text{ sqm} = \$ 300,000.$$

(The value, area the subject of the transfer, and the area of Land are including for illustration purposes only and are not intended to be accurate.)

10.5 Timing of Payment

The AHC must ensure that the amount payable to the City, in accordance with the preceding clause, is paid to the City on completion of any transfer, sale of land, or other conveyance of the relevant part of the Land from the AHC. The AHC permits the City to attend at the place of completion in order to ensure that the monies are duly and promptly delivered to the City.

11 GST

11.1 GST Supply

If a party to this Deed (**Supplier**) makes a supply under or in connection with this Deed and is liable by law to pay GST on that supply, the consideration otherwise payable by the recipient of the supply will be increased by an amount equal to the GST paid or payable by the Supplier.

11.2 Contribution

If this Deed requires a party to pay for, reimburse or contribute to any expense, loss or outgoing (**Reimburseable Expense**) suffered or incurred by another party, the amount required to be paid, reimbursed or contributed by the first party is the amount of the Reimburseable Expense net of any input tax credit or reduced input tax credit to which the other party is entitled in respect of the Reimburseable Expense.

11.3 **Benefit of Indemnity**

If a party to this Deed has the benefit of an indemnity for a cost, expense, loss or outgoing (**Indemnified Cost**) under this Deed, the indemnity is for the Indemnified Cost net of any input tax credit or reduced input tax credit to which that party is entitled in respect of the Indemnified Cost.

11.4 **Each to Assist**

Each party agrees to do all things, including providing tax invoices and other documentation that may be necessary or desirable to enable or assist the other party to claim any input tax credit, set-off, rebate or refund in relation to any amount of GST paid or payable in respect of any supply under this Deed.

11.5 **Calculation of amounts**

Subject to the operation of this clause, all amounts in this Deed are GST exclusive.

12 **DISPUTE RESOLUTION**

12.1 **Reference to Dispute**

If a dispute arises between the parties in relation to this Deed, then either party may seek to resolve in accordance with this clause 12.

12.2 **Notice of Dispute**

The party wishing to commence dispute resolution processes must notify the other in writing of:

- (a) the nature, or subject matter, of the dispute, including a summary of any efforts made to resolve it;
- (b) the intent to invoke this clause 12; and
- (c) (if practicable) the outcomes which the notifying party wishes to achieve.

12.3 **Senior Representatives to Meet**

The senior representatives of the parties will meet promptly in good faith to attempt to resolve the notified dispute. The parties may, without limitation:

- (a) resolve that dispute during the course of that meeting;
- (b) agree that further material, expert opinion, or consideration is needed to effectively resolve the dispute, (in which event the parties will in good faith agree a timetable for resolution);
- (c) agree in writing that the parties are unlikely to resolve the dispute and in good faith agree a form of alternative dispute resolution (including expert determination) which is appropriate for resolution of the relevant dispute.



12.4 Exchange of Information

The parties acknowledge that the intent in the exchange of information under this clause 12 is to promote settlement of any dispute between the parties. No party may use information or documents obtained through the dispute resolution process established by this clause 12 for any purpose other than an attempt to settle the dispute between the parties.

13 NOTICES

13.1 Service of Notice

Any notice, consent, information, application or request that must or may be given or made to a party under this Deed is only given or made if it is in writing and sent in one of the following ways:

- (a) delivered or posted to that party at its address set out in Schedule 1; or
- (b) sent electronically to that party at the email address set out in Schedule 1.

13.2 Change of Address

Either party may give at least 5 Business Days' notice to the other party of a change of its address or email address. Any notice, order, approval or request under this Deed will be given or made if it is delivered, or posted to the latest address duly notified.

13.3 Service of Notice

Any notice, order, approval or request is to be treated as given or made at the following time:

- (a) if delivered, when it is left at the relevant address;
- (b) if it is sent by post, 2 Business Days after it is posted; and
- (c) if sent electronically, then when transmitted to that party's postmaster.

13.4 Receipt of Notice

If any notice is sent after 5pm, it is to be treated as having been given or made at the beginning of the next Business Day.



14 GENERAL

14.1 Governing Law

This Deed is governed by the laws of the state of New South Wales.

14.2 Costs and Expenses

Each party will pay its own legal costs associated with this Deed and any transfer or other document prepared under it.

14.3 Further Assurances

Each party must do, sign, execute and deliver all deeds, documents, instruments and acts to give effect to this Deed and the rights and obligations of the parties under it.

14.4 Amendment

This Deed can only be amended, supplemented, replaced, varied or novated by another Deed in writing signed or executed by both parties.

14.5 No Partnership

This Deed does not create a partnership or joint venture between the parties.

14.6 City as Authority

Nothing in this Deed will be read or construed as in any way fettering the City's discretion as an Authority.

14.7 Notices

Any notice or approval under this Deed must be communicated in writing.

14.8 Stamp Duty

If any stamp duty may be payable in respect of this Deed, then the AHC will pay that duty.



EXECUTED as a Deed

PATRICIA
MONICA
BARONE

THE COUNCIL OF THE CITY OF)
SYDNEY by its duly appointed)
attorney ~~MARCIA CLAIRE DOHENY~~)
Power of Attorney registered book)
4572 No. 994 in the presence of:)
4571 672)

[Signature]

Witness:

Name (printed): *LISA MCCORMANT*

30-5-13
[Signature]

~~Marcia Claire Doheny~~
Patricia Monica Barone

EXECUTED BY THE ABORIGINAL)
HOUSING COMPANY LIMITED in)
accordance with the provisions of)
section 127 of the Corporations Act)
2001 in the presence of:)
)

MARK SPINKS

Secretary:

Name (printed):

[Signature]

[Signature]

Director:

Name: (printed)

MICHAEL MUNDINE

SCHEDULE 1

Council Address for Service of Notice: Sydney City Council,
Town Hall House,
456 Kent Street,
Sydney NSW 2000.

Attention: S Urquhart

Email: *council@cityofsydney.nsw.gov.au*

AHC Address for Service of Notice: Aboriginal Housing Company Limited
104 Lawson Street
Redfern NSW 2016.

Email: *lani@ahc.org.au*



ANNEXURE A - CONDITIONS OF APPROVAL CONCEPT PLAN

PMB
[Handwritten signature]

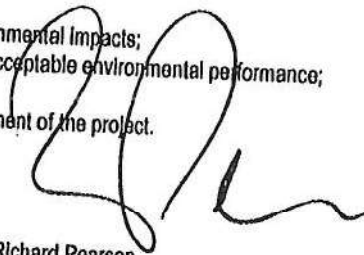
APPENDIX G. PROJECT APPROVAL

Section 75J of the *Environmental Planning & Assessment Act 1979*

As delegate of the Minister for Planning under delegation executed on 14 September 2012, I approve the Project Application referred to in Schedule 1, subject to the Conditions as noted in Schedule 2 and the Proponent's Statements of Commitment at Schedule 3.

These conditions are required to:

- prevent, minimise, and/or offset adverse environmental impacts;
- set standards and performance measures for acceptable environmental performance;
- require regular monitoring and reporting; and
- provide for the ongoing environmental management of the project.



Richard Pearson
Deputy Director-General
Development Assessment & Systems Performance
Department of Planning & Infrastructure

Sydney

21 December

2012

SCHEDULE 1

Application No.:

MP11_0093

Proponent:

Aboriginal Housing Company

Approval Authority:

Minister for Planning

Land:

Land bound generally by Louis Street, Vine Street, Eveleigh Street, railway line and Lawson Street, Redfern.

Land to which this approval applies also includes:

- airspace to the north of the existing railway overbridge and north of Lawson Street;
- Eveleigh Lane;
- that part of Caroline Lane to the east of Lot A DP 439351 (108 Lawson Street Redfern);
- Eveleigh Street (between Caroline Street and Lawson Street); and
- Caroline Street (between Louis Street and Eveleigh Street).

The site comprises the following properties:

Street	House No.	Lot No(s)	DP
Louis	1-5	21	434387
	7-33	1-14	33289
	35-37	1-2	206799
	39-59	1-11	33106
Caroline	2-10	1-5	33107
Eveleigh		29	374
		1	975453
	44-48	3130	975455
	50	321	131478
	52	1	525094

DEFINITIONS

Act	<i>Environmental Planning and Assessment Act 1979</i>
Advisory Notes	Advisory information relating to the approved development but do not form a part of this approval
BCA	Building Code of Australia
Certifying Authority	Has the same meaning as Part 4A of the Act
Council	Council of the City of Sydney
Department	Department of Planning and Infrastructure
Director-General	Director-General of the Department of Planning and Infrastructure
EA	Environmental Assessment Report prepared by Ludvik & Associates Pty Ltd
EP&A Regulation	<i>Environmental Planning and Assessment Regulation 2000</i>
Floor Space Ratio (FSR)	has the same meaning as in the Standard Instrument (Local Environmental Plans) Order 2006.
Gross Floor Area (GFA)	has the same meaning as in the Standard Instrument (Local Environmental Plans) Order 2006.
Redfern LAC	Redfern Local Area Command
SEPP MD	<i>State Environmental Planning Policy (Major Development) 2005</i>
Minister	Minister for Planning and Infrastructure
MP06_0101	Concept Plan (as modified) for this proposal
Part 3A	Part 3A of the <i>Environmental Planning and Assessment Act 1979</i>
PCA	Principle Certifying Authority (Part 4A of the Act)
PPR	Preferred Project Report
Proponent	Aboriginal Housing Company Ltd (AHC) or any party acting on the approval
Regulation	<i>Environmental Planning and Assessment Regulation, 2000</i> (as amended)
RMS	NSW Roads and Maritime Services or its successors
Storey	has the same meaning as in Schedule 3, Part 5, Redfern-Waterloo Authority sites of <i>State Environmental Planning Policy (Major Development) 2005</i> .
Subject site	Land described in Schedule 1 of this approval

1DA301	D	South & East Elevations
Precinct 2		
2DA005	F	Precinct 2 Perspectives and Site Analysis
2DA100	E	Level 1 Plan
2DA101	E	Level 2 Plan
2DA102	D	Level 3 Plan
2DA103	D	Level 4 Plan
2DA120	E	Roof Plan
2DA200	E	Sections
2DA300	D	Elevations
Precinct 3		
3DA005	F	Precinct 3 Perspectives and Site Analysis
3DA100	E	Lower Ground & Ground Floor Plan
3DA101	E	Level 1 Plan
3DA102	E	Level 2 Plan
3DA103	E	Level 3 Plan
3DA104	E	Level 4 Plan
3DA105	B	Level 5 Plan
3DA106	B	Level 6 Plan
3DA120	C	Roof Plan
3DA200	E	Sections
3DA300	D	Elevations
DN160	D	Lawson Street Bridge Works
Report/Plan	Author	Date
Landscape Treatments		
Public Domain & Landscape Report	Scape	9 December 2011
Email to Greg Colbran (Del Corp) regarding landscape treatments for townhouses	Andrew Turnbull, Scott Carver	23 August 2012
Acoustic Assessment		
Pemulwuy Acoustic Assessment	Kolkas Consultants Pty Ltd	13 December 2011
Traffic Assessment		
Transport and Accessibility Impact Assessment	John Coady Consulting Pty Ltd	13 December 2011
Structural Assessment		
Structural report for Pemulwuy	Bonacci	12 December 2011
BASIX Assessment		
Precinct 1 BASIX Assessment	Windtech	13 December 2011
Precinct 3 BASIX Assessment	Windtech	13 December 2011
Site Investigation		
Geotechnical Assessment	SMEC Testing Services Pty Ltd	August 2010
Supplementary advice regarding groundwater conditions	SMEC Testing Services Pty Ltd	25 August 2010
Stormwater Drainage		
Stormwater Concept Plan SC 01	Neil Lowry & Associates	December 2011
Site Plan SC 02	Neil Lowry & Associates	December 2011

- 2) the development has physically commenced.

A7 No Approval for Road Works External to the site

This approval does not include any of the road works proposed which are external to the site. Such works include:

- a) the relocation of the intersection of Vine Street and Abercrombie Street.

Separate application will be required to be made to Council in relation to these works.

- d) Details of arrangements for parking of construction workers vehicles.
- e) Loading and unloading of vehicles:
 - i. If, during construction, it is not feasible for loading and unloading to take place on site, a Works Zone on the street may be considered by Council.
 - ii. A Works Zone may be required if loading and unloading is not possible on site. If a Works Zone is warranted an application must be made to Council at least 8 weeks prior to commencement of work on the site. An approval for a Works Zone may be given for a specific period and certain hours of the days to meet the particular need for the site for such facilities at various stages of construction. The approval will be reviewed periodically for any adjustment necessitated by the progress of the construction activities.
- f) An undertaking in relation to inspection and maintenance of erosion and sediment control barriers.
- g) Details of dust and debris control.
- h) Details of how tracking of soil and materials from the site will be managed.
- i) Details of the protection of public and private property.
- j) Details regarding tree protection.
- k) Site management details.

The CMP is to be prepared in consultation with Council and Redfern LAC to ensure the concerns of these authorities are appropriately addressed.

Details of written consultation with Council and Redfern LAC are to be provided to the PCA with the Construction Certificate application.

B5 Geotechnical Certification

Prior to the issuing of a Construction Certificate, a Geotechnical Inspection report/certificate confirming that the development site is suitable for the proposed development must be provided to the principal certifying authority. The certificate must be in accordance with the relevant requirements of the Building Code of Australia and be prepared by an appropriately qualified person.

B6 Structural Certification

Structural drawings prepared by suitably qualified practicing structural engineer are required to be submitted with the Construction Certificate application.

B7 Footpath Damage Bank Guarantee Eveleigh Street, Caroline Street And Lawson Streets

A Footpath Damage Bank Guarantee must be lodged with Council in accordance with the City of Sydney's adopted Schedule of Fees and Charges and is to be calculated for the footways affected by works away from the central Pemulwuy space. This has been determined as being 65 linear metres of concrete unit paving footway and 330 linear metres of asphalt footway. The Footpath Damage Bank Guarantee must be submitted as an unconditional bank guarantee in favour of Council as security for repairing any damage to the public domain in the vicinity of the site.

The guarantee must be lodged with Council prior to issue of a Construction Certificate.

B8 Reflectivity

The PCA must ensure that the visible light reflectivity from building materials used on the facade of the building does not exceed 20% prior to issue of the Construction Certificate.

B9 Materials and Finishes

The Principal Certifying Authority must be satisfied that the materials and finishes proposed buildings to be used in this development are in accordance with the approved plans, as amended by conditions of the approval. This condition does not relate to the materials and finishes of the public domain area which will require the separate approval of Council (refer condition B15).

B10 Long Service Levy

Receipt of payment of the Long Service Payments Corporation in accordance with Section 34 of Building Construction Industry Payments Act 1986 must be presented to the PCA prior to issue of a Construction Certificate.

B11 Alignment Levels

B15 Public Domain Hold Points

- a) Prior to a Construction Certificate being issued for a new building work, excluding approved preparatory, demolition and shoring work, a set of hold points for approved public domain and civil construction work is to be determined with and approved by the City's Public Domain section in accordance with the City's Public Domain Manual.
- b) Completion and handover of the constructed public domain works is to be undertaken in accordance with the City's Public Domain Manual, including requirements for as-built documentation, certification and defects liability period

B16 Landscaping

- a) A detailed landscape plan, drawn to scale, by a qualified landscape architect or landscape designer, must be submitted to and approved by Council prior to the issue of a Construction Certificate. The plan must include:
 - (i) Location of existing and proposed structures on the site including existing trees (if applicable);
 - (ii) Details of earthworks including mounding and retaining walls and planter boxes (if applicable);
 - (iii) Location, numbers and type of plant species;
 - (iv) Details of planting procedure and maintenance;
 - (v) Details of drainage and watering systems.
- b) Prior to the issue of a Construction Certificate, a maintenance plan is to be submitted and approved by the Principal Certifying Authority. The maintenance plan is to be complied with during occupation of the property.

B17 Car Parking

The off street car parking facilities shall comply with the minimum requirements of Australian Standard AS/NZS 2890.1 – 2004 Parking facilities Part 1: Off-street car parking (with the exception of the accessible spaces which must comply with AS 2890.6 – 2009).

The layout of the basement car park, including driveway, ramp grades, aisle widths and sight distances are to be designed in accordance with AS 2890.2 – 2002.

B18 Dilapidation Report

Dilapidation report/s of adjoining buildings are to be prepared by an appropriately qualified practicing structural engineer and submitted for the approval of the Principal Certifying Authority:

- a) prior to the issue of a Construction Certificate and commencement of demolition/excavation works; and
- b) on completion of construction demolition/excavation works.

A specific site dilapidation report shall be provided in relation to 108 Lawson Street in accordance with the undertaking from Del Corp to Marcello Araldi dated 19 September 2012.

B19 Electricity Substation

If an electricity substation is required for the development, the Proponent shall liaise with the applicable energy supplier in relation to the size and location of the substation. In this regard, any substation(s) shall be located in an area which is not visually prominent and does not detract from the amenity of the public domain. Details of the location of the substation(s) are to be submitted for approval of Council and Ausgrid, prior to a Construction Certificate being issued.

NOTE: The location of the substations is not approved as part of this plan. The Proponent is to negotiate an alternative location for the substations with Council and Ausgrid.

B20 Survey of Utility Services

To ensure that utility authorities are advised of the development prior to the issue of a Construction Certificate a survey is to be carried out of all utility services within and adjacent to the site including relevant information from utility authorities and excavation if necessary, to determine the position and level of services.

B21 Adaptable Housing

Prior to a Construction Certificate being issued, the following information is required to be submitted to the PCA:

- a) Confirmation that 57 of the residential units and 3 of the student housing units are able to be adapted for people with a disability in accordance with the Building Code of Australia and City of Sydney Access DCP 2004;
- b) Compliance with Australian Standard AS4299, is to be submitted to the Certifying Authority.

This advice is to be prepared by an appropriately qualified access consultant.

B27 Use of Lights and Reflective Materials

The design, installation and use of lights, signs and reflective materials in Precinct 3, whether permanent or temporary, which are (or from which reflected light might be) visible from the rail corridor must limit glare and reflectivity to the satisfaction of RailCorp.

The Principle Certifying Authority shall not issue the Construction Certificate until written confirmation has been received from RailCorp confirming that this condition has been satisfied.

B28 Demolition, Excavation and Construction Impacts

Prior to the issue of a Construction Certificate for any building on Precinct 3 or bridge widening works a Risk Assessment/Management Plan and detailed Safe Work Method Statements (SWMS) for the proposed works are to be submitted to RailCorp for review and comment on the impacts on the rail corridor. The Principle Certifying Authority shall not issue the Construction Certificate, or bridge widening works to commence, until written confirmation has been received from RailCorp confirming that this condition has been satisfied.

No metal ladders, tapes and plant/machinery, or conductive material are to be used within 6 horizontal metres of any live electrical equipment. This applies to the train pantographs and 1500V catenary, contact and pull-off wires of the adjacent tracks, and to any high voltage aerial supplies within or adjacent to the rail corridor.

B29 Crane and Other Aerial Operations

Prior to the issuing of a Construction Certificate the Proponent is to submit to RailCorp a plan showing all craneage and other aerial operations for the development and must comply with all RailCorp requirements. The Principle Certifying Authority shall not issue the Construction Certificate until written confirmation has been received from RailCorp confirming that this condition has been satisfied.

B30 Requirement for the Proponent to enter into an Agreement with RailCorp

Prior to the issuing of a Construction Certificate for Precinct 3 and the bridge widening works the Proponent is required to enter into an Agreement with RailCorp defining the controls to be implemented in managing the access required and/or the potential impacts of the development on RailCorp, and the involvement of RailCorp staff in ensuring the appropriate safety and technical standards are complied with throughout the development.

The Proponent is advised that a separate Interface Agreement may also be required for the proposed bridge widening works and if required such an Agreement must be entered into either prior to the Construction Certificate or on completion of works, as advised by RailCorp.

The Principle Certifying Authority shall not issue a Construction Certificate until written confirmation has been received from RailCorp advising that an Agreement has been entered into.

No bridge widening works are to commence until written confirmation has been received from RailCorp approving the bridge widening works and an Agreement has been entered into.

C9 Public Domain

Prior to the commencement of construction, the Proponent must obtain Council's written endorsement regarding the material, finishes and treatment of the public domain areas within the site.

Council will require three copies of a detailed Public Domain Plan. This Plan must be prepared by an architect, urban designer or landscape architect and be lodged with Council's Public Domain Section and endorsed by Council prior to the commencement of public domain works.

The Public Domain Plan must be prepared in accordance with the City of Sydney's Public Domain Manual.

The detailed documentation shall be provided at a level and standard suitable for construction purposes.

Documentation shall include but not be limited to:

- a) A1 sized public domain plans at scale 1:200;
- b) Cross sections and Elevations at scale 1:100;
- c) Include specifications for the proposed works;
- d) Ensure maximum footpath cross falls of 2.5% from building line to top of kerb;
- e) Long Sections at scale 1:200;
- f) Construction details at appropriate scale;
- g) Schedules and specification;
- h) Services;
- i) Entire scope of works on Council property and that proposed to be dedicated including intersection treatments with the proposed new road pavements, line marking, parking, kerb and gutters (as relevant);
- j) Civil and stormwater infrastructure;
- k) Footpaths and pavements, treatment to the right of carriageway, road restoration;
- l) Street tree planting;
- m) utility poles, and service pits;
- n) Species, quantity, spacing, sizes of planting, staking and/or tree guard;
- o) Materials and finishes;
- p) Furniture and fixtures;
- q) Street lighting, pedestrian lighting and feature lighting;
- r) Drainage lines, and pits; and
- s) Extent of temporary works and permanent features to be clearly shown, including furnishing and/or footings, finished surfaces, service and planting.

The documentation shall also provide detailed design for safety and security which encompasses the following:

1. The through site links (or shared zones and pedestrian streets as appropriate), shall be designed and developed in accordance with the following principles:
 - a) Safe, passive surveillance, activity and night time use and provision for active surveillance at clearly defined entry points;
 - b) Equitable and easy access by the provision of a continuous paths of travel (consistent with AS 2107);
2. Well lit to safety standards (AS1158 pedestrian lighting). Use of metal halide (white) lighting, giving regard to highlighting any unique architectural features;
3. Uninhibited public access 24 hours a day to all public and communal areas;
4. Direct route with direct views from adjacent streets or public domain and provide clear, unencumbered sight lines;

Note: A Public Domain Works Guarantee deposit will be required for the public domain works associated with the shared zones adjoining Lawson Street down Eveleigh Street and along Caroline Street, in accordance with the City of Sydney's adopted fees and charges and the Public Domain Manual. This is separate to and in addition to the Footway Damage Bank Guarantee. The Public Domain Works Guarantee must be submitted as an unconditional bank guarantee in favour of Council as security for completion of the obligations under this consent.

Council's Public Domain section must be contacted to determine the guarantee amount prior to lodgement of the guarantee. The guarantee must be lodged with Council prior to a Road Opening Permit for works on the public way being issued.

The public domain plan will need to be endorsed by both Council and Redfern LAC to ensure it meets the requirements of those authorities prior to final approval of the Director General.

PART D – DURING CONSTRUCTION

D1 Approved Plans to be on site

A copy of the approved and certified plans, specifications and documents incorporating conditions of approval and certification shall be kept on the site at all times and shall be readily available for perusal by any officer of the Department, Council or the PCA.

D2 Hours of Work

The hours of construction and work on the development must be as follows:

- a) All work, including building/demolition and excavation work, and activities in the vicinity of the site generating noise associated with preparation for the commencement of work (eg. loading and unloading of goods, transferring of tools etc) in connection with the proposed development must only be carried out between the hours of 7.00am and 6.00pm on Mondays to Fridays, inclusive, and 7.00am and 3.30pm on Saturdays, with safety inspections being permitted at 7.00am on work days, and no work must be carried out on Sundays or public holidays.
- b) All work, including demolition, excavation and building work must comply with the City of Sydney Building Sites Noise Code and Australian Standard 2436 - 1981 "Guide to Noise Control on Construction, Maintenance and Demolition Sites".

D3 No Obstruction of Public Way

The public way must not be obstructed by any materials, vehicles, refuse, skips or the like, under any circumstances. Non-compliance with this requirement will result in the issue of a notice by Council to stop all work on site.

D4 Use of Mobile Cranes

The following requirements apply:

- a) Mobile cranes operating from the road must not be used as a method of demolishing or constructing a building.
- b) For special operations including the delivery of materials, hoisting of plant and equipment and erection and dismantling of on site tower cranes which warrant the on-street use of mobile cranes, permits must be obtained from Council for the use of a mobile crane. The permits must be obtained 48 hours beforehand for partial road closures which, in the opinion of Council will create minimal traffic disruptions and 4 weeks beforehand in the case of full road closures and partial road closures which, in the opinion of Council, will create significant traffic disruptions.
- c) Special operations and the use of mobile cranes must comply with the approved hours of construction. Mobile cranes must not be delivered to the site prior to 7.30am without the prior approval of Council.

D5 Compliance with Construction and Traffic Management Plans

All development activities and traffic movements must be carried out in accordance with the approved Construction and Traffic Management Plans. All controls in the Plans must be maintained at all times. A copy of the Plans must be kept on-site and made available upon request.

D6 Construction Noise

Noise from the construction, excavation and demolition activities associated with the development shall comply with the NSW Department of Environment and Heritage Noise Guidelines 2009.

D7 Dust Control

Dust control measures shall be implemented during all periods of earthworks, demolition, excavation and construction in accordance with the requirements of NSW Department of Environment and Heritage.

D8 Covering of Loads

All vehicles involved in the excavation and/or demolition process and departing the property with demolition materials, spoil or loose matter must have their loads fully covered before entering the public roadway.

conditions on the methods to be used and require the provision of on-site Safeworking supervision for certain aspects of the works.

D17 Access Management

Prior to the commencement of works an Agreement/Deed shall be entered into with RailCorp defining the controls to be implemented in managing the access required and/or the potential impacts of the development on RailCorp, and the involvement of RailCorp staff in ensuring the appropriate safety and technical standards are complied with throughout the development. The cost of any agreement/deed, including supervision, design checks, meetings, approvals and services searches is to be borne by the Applicant. It should be noted that this agreement/deed may include, but not be limited to, the following issues:

- Design, excavation and construction assessments and sign-offs.
 - Environmental, Insurance and OHS requirements.
 - Indemnities from claims arising out the development
 - Safe working rules and procedures.
 - Construction bonds.
-

E7 Site Landscaping

All landscaping in accordance with the detailed landscape plan referred to in condition B171s to be completed prior to an Occupation Certificate being issued.

E8 Acoustic Certification

Prior to the issue of an Occupation Certificate for the development, certification from an accredited Acoustic consultant who possesses the qualifications to render them eligible for membership of the Australian Acoustic Society, Institution of Engineers Australia or the Australian Association of Acoustic Consultants is required to be provided. The certification shall indicate that the acoustic mitigation measures outlined in the Kolkas acoustic assessment and relevant Australian Standards have been suitably incorporated into the development and that relevant noise criteria have been satisfied.

E9 Student Housing Manager

Prior to the issuing of an Occupation Certificate, Council's Health and Building Unit must be advised in writing of the business name, address, owner or company name, 24 hour contact details for the site manager, and the number of occupants approved for the premises. A caretaker/manager must be contactable 24 hours a day.

E10 Waste Management

Prior to the issue of an Occupation Certificate, the approval of Council must be obtained in relation to the waste and recycling management facilities and ensure arrangements are in place for waste collection by Council.

E11 Section 73 Certificate

A Section 73 Compliance Certificate under the Sydney Water Act 1994 must be obtained from Sydney Water Corporation.

Application must be made through an authorised Water Servicing Coordinator. Please refer to the Building Developing and Plumbing section on the web site www.sydneywater.com.au then refer to "Water Servicing Coordinator" under "Developing Your Land" or telephone 13 20 92 for assistance.

Following application a "Notice of Requirements" will advise of water and sewer infrastructure to be built and charges to be paid. Please make early contact with the Coordinator, since building of water/sewer infrastructure can be time consuming and may impact on other services and building, driveway or landscape design. The Section 73 Certificate must be submitted to Council or the Principal Certifying Authority prior to an Occupation Certificate being issued.

E12 Fire Safety Certificate

A Fire Safety Certificate must be submitted to the PCA for all items listed in the Fire Safety Schedule prior to issue of an Occupation Certificate. A copy of the Fire safety Certificate must be submitted to Council if it is not the PCA.

E13 Easement for Public Access

Prior to the issue of an Occupation Certificate for this development, an easement for Public Access shall be created over the forecourt area of Precinct 1. The Proponent must consult with Council to establish if this easement is required to include the 8 car parking spaces along the Caroline Street frontage of Precinct 1.

E14 Site Consolidation

The allotments comprising the subject site are to be consolidated into three lots, corresponding to the three development precincts prior to issue of an Occupation Certificate for this development.

E15 Signposting of Share Ways

The share ways shall be signposted in accordance with RMS standard requirements.

E16 Contribution levied under Redfern- Waterloo Authority Contributions Plan (RWCP)

In accordance with the provisions of the RWCP, prior to the issue of an Occupation Certificate for the development, the Proponent shall either:

- a) pay a contribution of \$1.4 million (based on 2% of the estimated development cost); or

PART F – OPERATIONAL CONDITIONS

F1 Signs/Goods in the Public Way

No signs or goods are to be placed on the footway or roadway adjacent to the property.

F2 Shop Fronts

- a) All shop front glazing must be clear and unlinted and must not be obscured by blinds, curtains or the like.
- b) Security roller shutters must not be installed on the outside of the shop front. Any security grill is to be a dark recessive colour, located on the inside of the shop front, must be an open grille / see through and not a solid metal type.

F3 Plan of Management for Student Housing

The student housing must be operated / managed in accordance with the Plan of Management, dated 1 August 2012 and submitted with the PPR.

F4 Intruder Alarms

Should intruder alarm/s be installed these must operate in accordance with the requirements of Clause 53 of the Protection of the Environment Operations (Noise Control) Regulation 2008 under the Protection of the Environment Operations Act, 1997.

F5 Intercom for Basement Car Park

An intercom must be installed at the entry to the basement car park entry and be at least 6m clear of the property boundary, wired to all units and the management office. The intercom must comply with 'Australian Standard AS 1428.2-1992: Design for access and mobility - Enhance and additional requirements - Building and facilities Sections 22 and 23'.

F6 Signs At Egress

The following signs must be provided and maintained within the site at the point of vehicle egress from the basement car park:

- a) Compelling drivers to stop before proceeding onto the public way; and
- b) Compelling drivers to "Give Way to Pedestrians" before crossing the footway; or compelling drivers to "Give Way to Pedestrians and Bicycles" before crossing a footway on an existing or identified shared path route.

F7 Signposting

All costs associated with signposting for any kerbside parking restriction and traffic management measures associated with the development shall be borne by the Proponent.

No sign(s) shall be erected without the prior approval of Council and the relevant Traffic Committee.

F8 Licensing of Child Care Centre

- a) A license to operate the child care centre must be obtained from the NSW Department of Family and Community Services prior to commencement of operations at the child care centre.
- b) Full compliance with any licensing requirements of the NSW Department of Family and Community Services is required.

F9 Child Care Centre maximum capacity

The total number of children at the centre at any one time must not exceed 60 children.

F10 Awning Maintenance

The awnings must be inspected and maintained to ensure their structural integrity, aesthetic and functional quality.

No.	Subject	Commitment	Timing
23	Dwellings in Precinct 1	<p><i>operated in accordance with the requirements of the Department of Community Services.</i></p> <p><i>The sixty-two (62) dwellings in Precinct 1 are to be retained in the ownership of the Aboriginal Housing Company.</i></p> <p><i>These dwellings are to be managed by the Aboriginal Housing Company to provide affordable housing for the local Aboriginal and Torres Strait Islander Community</i></p>	Ongoing

ANNEXURE B – NOTICE
(City of Sydney Letterhead)

Date:

To: Aboriginal Housing Company Limited (AHC)
104 Lawson Street
Redfern NSW 2016

TAKE NOTICE that the City of Sydney calls upon the AHC to transfer the Land (as defined in the Deed between the AHC and the City of Sydney dated *[insert date]* and as identified below) to the City of Sydney for the sum of \$20.00. (twenty dollars) in accordance with clause 9 of the Deed.

The consideration for this transfer is attached to this notice in the form of cheque/cash payment.

Dated:

Executed for and on behalf of the City of Sydney

.....

Land

The land formerly comprised in the following:

- (a) Lot 1 DP 779120 (known as 91 Eveleigh Street),
- (b) Lot A DP 439127 (known as 93 Eveleigh Street)
- (c) Lot B DP 439127 (known as 95 Eveleigh Street),
- (d) Lot 1 DP 797845 (known as 97 Eveleigh Street),
- (e) Lot 1 DP 194785 (known as 99 Eveleigh Street)
- (f) Lot 5 DP 230305 (known as 119 Eveleigh Street)
- (g) Lot 1 DP 995857 (known as 121 Eveleigh Street); and
- (h) lot 1 DP 1163669 (comprising Eveleigh Lane and part Caroline Lane).



**ANNEXURE C – CERTIFICATES OF TITLE, DEPOSITED PLANS, SEWER
DIAGRAMS, AND PLANNING CERTIFICATES**

P. M. B.
[Handwritten signature]

Attachment B

Draft Deed of Variation

THIRD DEED OF VARIATION

PEMULWUY PROJECT

The Council of the City of Sydney

and

Aboriginal Housing Co Limited

The Council of the City of Sydney

Town Hall House
456 Kent Street
SYDNEY NSW 2000

Reference: KW S091270

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THIRD DEED OF VARIATION

THIS DEED IS MADE ON

BETWEEN:

- (A) **The Council of the City of Sydney ABN 22 636 550790** of Town Hall House 456 Kent Street Sydney NSW 2000 (**City**); and
- (B) **Aboriginal Housing Co Limited ABN 28 001 154 481** of Level 1, 29 Botany Road, Waterloo NSW 2017 (**AHC**).

BACKGROUND

- (A) The AHC and the City entered into the Deed.
- (B) The Deed was varied on 31 January 2018 and December 2018.
- (C) The City and AHC agree that many of the terms of the Deed have been satisfied.
- (D) The City and AHC have agreed to vary the Deed again in the manner set out in this Third Deed of Variation.
- (E) The AHC has as at the date of this deed, created the Student Housing Restriction pursuant to Deed.
- (F) The City agrees to the creation of the Easement for Overhang by the AHC in accordance with this Deed.
- (G) The parties agree the Pemulwuy Project has Substantially Progressed.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Third Deed of Variation, except where the context otherwise requires:

Deed means the deed between the City and the AHC dated 31 May 2013 as amended by the deed of variation dated 31 January 2018 and the second deed of variation dated December 2018, copies of which are annexed to this Third Deed of Variation as Annexure A.

Easement for Overhang means the easement referred to in Clause 8 and the terms provided in Annexure D.

Student Housing Restriction means the restriction on use of land in dealing no. AP137679 which has been created a copy of which is attached to this Deed as Annexure B.

Third Deed of Variation means this document and all annexures.

1.2 Interpretation

In this Third Deed of Variation:

- (a) headings are for convenience only and do not affect interpretation;
- (b) a reference to legislation includes legislation as amended, re-enacted, or replaced, and includes any subordinate legislation made under it;
- (c) if a word is defined, then another part of speech is given the same meaning;
- (d) singular includes the plural and vice versa; and
- (e) any example, illustration, or inclusion of a right, obligation or concept does not limit the scope of that thing,
- (f) a reference to a body or authority includes any body or authority that replaces it.

Capitalised terms which are used in this Third Deed of Variation and which are otherwise not defined have the meaning given to those terms in the Deed.

2. Acknowledgment of satisfaction of terms of the Deed

2.1 The parties acknowledge and agree that the following terms of the Deed have been satisfied:

- (a) The City has transferred the Land to AHC in accordance with Clause 6 of the Deed.
- (b) The Pemulwuy Project has Substantially Progressed prior to the Agreed Date as required by clause 9.1 of the Deed.

2.2 The parties acknowledge that the AHC has created the Student Housing Restriction.

3. VARIATION OF DEED

The Deed is varied as follows:

3.1 Clause 1.1 definitions, insert the following words:

Council Lot means *Lot 1 in DP803299.*

Development Consent means *development consent SSD 8135 issued by the Independent Planning Commission on 4 March 2019 for construction of a student accommodation development within Precinct 3 of the Pemulwuy Project.*

Easement for Overhang means *the easement referred to in Clause 8.5 and the terms provided in Annexure D.*

Precinct 3 means *the land at 77-123 (odd) Eveleigh Street, Redfern as described in the Development Consent.*

Public Domain Land means *the land shaded blue on the Public Domain Plan.*

Public Domain Plan means plan attached to this Deed and marked Annexure C.

3.2 Clause 1.1 definitions, delete the following words:

Project Approval means the Minister's approval of the Modification Application granted on 21 December 2012, a copy of which is attached in Annexure A.

And replace with following words:

Project Approval means the Minister's approval of the modification application MP11.0093 granted on 21 December 2012 as modified by Modification of Project Approval MP11_0093 MOD1, a copy of which is attached in Annexure A.

3.3 All references to "Section 88B and 88E Instrument" are to be amended to "Section 88B Instrument".

3.4 Delete clause 8.1 and replace with following words:

8.1 AHC to Prepare

The AHC must prepare and provide the Subdivision Plan and the Section 88B Instrument and any required transfer instruments for the Public Domain Land to be dedicated or transferred to the City in accordance with the Project Approval and the Development Consent, to the City (acting as a party to this Deed and not as an Authority):

- (a) *as soon as is reasonably practicable to do so (and in any event before occupation of any part of the Pemulwuy Project);*
- (b) *at no cost to the City;*
- (c) *identifying the land burdened by the Interests in Land in favour of the City; and*
- (d) *identifying the land to be dedicated to the City as a public road; and*
- (e) *identifying the Public Domain Land to be dedicated or transferred to the City in accordance with the Project Approval and the Development Consent (as identified on the Public Domain Plan).*

3.5 Amend clause 8.2(a) by adding the words "and any required transfer instruments for the Public Domain Land to be dedicated or transferred to the City in accordance with the Project Approval and the Development Consent," after the words "Section 88B Instrument".

3.6 Amend clause 8.2(b) by adding the words "and the transfer of the Public Domain Land to be dedicated or transferred to the City in accordance with the Project Approval and the Development Consent" after the words "Section 88B Instrument".

3.7 Amend the last hanging paragraph in clause 8.2 by adding the words "and the transfer of the Public Domain Land to be dedicated or transferred to the City in accordance with the Project Approval and the Development Consent" after the words "Section 88B Instrument" the first time it occurs.

3.8 Amend clause 8.3(a) by adding the words "and the transfer or dedication of the Public Domain Land to be dedicated or transferred to the City in accordance with the

Project Approval and the Development Consent” after the words “Section 88B Instrument”.

3.9 Amend clause 8.4(a)(ii) by adding the words “or the area of the Easement for Overhand under clause 8.5” after the words “clause 10”.

3.10 Insert the following provision as clause 8.5:

8.5 REGISTRATION OF EASEMENT FOR OVERHANG

- (a) *The City acknowledges that prior to the transfer of the Council Lot to the City the AHC will create an Easement for Overhang on the terms in Annexure D over that lot.*
- (b) *The area and location for the Easement for Overhang is indicatively shown on the architectural plans annexed as Annexure F and the final area and location for the Easement for Overhang must not materially differ from such area and location.*
- (c) *Subject to clause 8.5(b) being complied with, the City consents to the registration of the Easement for Overhang on the Council Lot.*

3.11 Add to clause 9.3 the following words:

9.3 CAVEAT

- (a) *Subject to clause 9.3(b) the City may lodge any caveat reasonably necessary to prevent a dealing with the Land or any part of it in a manner which is inconsistent with this Deed, including:*
 - (i) *The registration of the Interests in Land;*
 - (ii) *The right to receive payment for the relevant portion of the Land in accordance with clause 10.*
- (b) *Notwithstanding clause 9.3(a) the City must not lodge a caveat over the land in Precinct 3.*

3.12 Delete

Annexure A of the Deed

And replace with

Annexure G of this Third Deed of Variation.

3.13 Delete

Annexure D of the Deed

And replace with

Annexure B of this Third Deed of Variation.

3.14 Delete

Annexure E of the Deed

and replace with

Annexure C of this Third Deed of Variation

4. NO OTHER CHANGE

The parties confirm that the Deed will continue in full force and effect as varied by this Third Deed of Variation. Nothing in this Third Deed of Variation will be read or construed as implying any form of variation or waiver other than as expressly set out in this Third Deed of Variation.

5. FURTHER ASSURANCE

Each party must promptly at its own cost do all things (including executing all documents) necessary or desirable to give full effect to this Third Deed of Variation.

6. LEGAL COSTS

6.1 Each party will bear its own legal costs in relation to the preparation and execution of this Third Deed of Variation.

7. GENERAL

7.1 This Third Deed of Variation contains the entire agreement between the parties and any previous negotiations, agreements, representations or warranties relating to the subject matter of this Third Deed of Variation are of no effect.

7.2 A right may only be waived in writing, signed by the party giving the waiver, and:

- (a) no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;
- (b) a waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again; and
- (c) the exercise of a right does not prevent any further exercise of that right or of any other right.

7.3 Nothing in this Third Deed of Variation in any way restricts or otherwise affects the City's unfettered discretion to exercise its statutory powers as a public authority.

7.4 The invalidity, illegality or unenforceability of any provisions of this Third Deed of Variation will not affect the validity or enforceability of any other provisions.

7.5 This Third Deed of Variation may only be varied in writing by the agreement of the parties.

7.6 This Third Deed of Variation is governed by and construed in accordance with the law of the State of New South Wales.

7.7 The parties submit to the non-exclusive jurisdiction of the courts of New South Wales in relation to all matters arising under, or relating to, this Third Deed of Variation.

EXECUTED as a Deed

THE COUNCIL OF THE CITY OF SYDNEY)
by its duly appointed attorney Patricia Monica)
Barone Power of Attorney registered book)
4571 No 672 in the presence of:)
)

Witness:

Patricia Monica Barone

Name (printed):

EXECUTED BY THE ABORIGINAL)
HOUSING CO LIMITED in accordance with)
the provisions of section 127 of the)
Corporations Act 2001 in the presence of:)
)
)

Secretary:

Director:

Name (printed):

Name: (printed)

ANNEXURE A
DEED FOR PEMULWUY PROJECT AS VARIED

ANNEXURE B

INTERESTS IN LAND (SECTION 88B CONVEYANCING ACT 1919)

Definitions

For the purposes of this Instrument, the following words have the following meanings:

Aboriginal Housing Co means the Aboriginal Housing Co Limited.

Art or Craft Work means any two or three dimensional work, including painting, drawing, etching, lithograph, photograph, video, computer-generated or computer enhanced medium, sculpture, carving, jewellery, furniture, or mixed media work.

Council means the Council of the City of Sydney.

Instrument means this s.88B instrument.

Lot Burdened means that part of the land having the burden of an easement or restriction on use (whichever is applicable) which the Plan indicates is the site of an easement or restriction.

Plan means the plan of subdivision to which this Instrument relates.

2. **Restriction on Use: Affordable Housing**

The Lot Burdened shown on the Plan as being subject to this restriction may only be used for the purposes of affordable housing (as described in the *State Environmental Planning Policy (Affordable Rental Housing) 2009*, as amended by the *State Environmental Planning Policy 2011*), duly administered by:

- (a) the Aboriginal Housing Co (being the registered proprietor of the Land as at the date of registration of this restriction) or
- (b) by a provider of affordable housing as duly registered with the Department of Human Services (Housing NSW – Centre for Affordable Housing), duly authorized by the registered proprietor of the land from time to time.

Every person (which term includes a corporation) who is at any time entitled to an estate or interest in the Lot Burdened, including without limitation any freehold or leasehold estate or interest in possession in the Lot Burdened and each part of the Lot Burdened, must ensure that the 62 dwellings constructed in accordance the Minister's approval of the modification application MP11.0093 granted on 21 December 2012 as modified by Modification of Project Approval MP11_0093 are provided as affordable housing (as described in the *State Environmental Planning Policy (Affordable Rental Housing) 2009*, as amended by the *State Environmental Planning Policy 2011*).

[Note: This restriction applies to those lots which

contain townhouses or similar buildings, constructed for the purposes of provision of residential accommodation - this note is not to be replicated in the S88B instrument]

3. ***Restriction on Use: Gallery***

The Lot Burdened may be used only for the purposes of creation, fabrication, or exhibition of Art of Craft Works, education, recreation, health, arts and crafts and culture (including parades, dramatic productions, dance and movement) and for any other community purpose approved by the Council (in its capacity as a grantee to this restriction and in no other capacity) from time to time.

[Note: This restriction applies to the lot(s) on which there is to be constructed a community gallery. - this note is not to be replicated in the S88B instrument]

4. ***Restriction on Use: Child Care***

The Lot Burdened may be used only for the purposes of a long stay child care centre, before and after school care centre, occasional care, school vacation program, or for any other community purpose approved by the Council (in its capacity as a grantee to this restriction and in no other capacity) from time to time.

[Note: This restriction applies only to the lot(s) on which is there is to be constructed premises to be used for child care purposes. - this note is not to be replicated in the S88B instrument]

5. ***Release and Variation of Easements and Restrictions***

5.1 The Council is solely empowered to release each Easement and Restriction.

5.2 Each Easement and Restriction may only be varied by written agreement between the Council and the Aboriginal Housing Company.

ANNEXURE C
PUBLIC DOMAIN PLAN

ANNEXURE D
EASEMENT FOR OVERHANG

Easement for overhang

- 1 *The owner of the lot benefited:*
 - (a) *may, in accordance with the Development Consent, construct structures on the lot benefited which overhang the site of the easement shown as [##] on the plan (the **overhanging structure**) and may insist that any parts of the overhanging structure remain, but only to the extent they are within the site of this easement, and*
 - (b) *must keep the overhanging structure in good repair and safe condition, and*
 - (c) *may do anything reasonably necessary for those purposes, including:*
 - i. *on giving reasonable written notice to the owner of the lot burdened, entering the lot burdened, and*
 - ii. *taking anything on to the lot burdened, and*
 - iii. *carrying out work.*

- 2 *In exercising those powers, the owner of the lot benefited must:*
 - (a) *ensure all work is done properly and is appropriately insured, and*
 - (b) *cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and*
 - (c) *restore the lot burdened as nearly as is practicable to its former condition, and*
 - (d) *make good any collateral damage.*

- 3 *The owner of the lot burdened may insist that this easement be extinguished when the overhanging structure on the lot benefited is removed.*

- 4 *The owner of the lot burdened must not do or allow anything to be done to damage or interfere with the overhanging structure.*

ANNEXURE E
STUDENT HOUSING RESTRICTION

ANNEXURE F
ARCHITECTURAL PLANS SHOWING OVERHANG

ANNEXURE G
PROJECT APPROVAL AND MODIFICATION APPLICATION

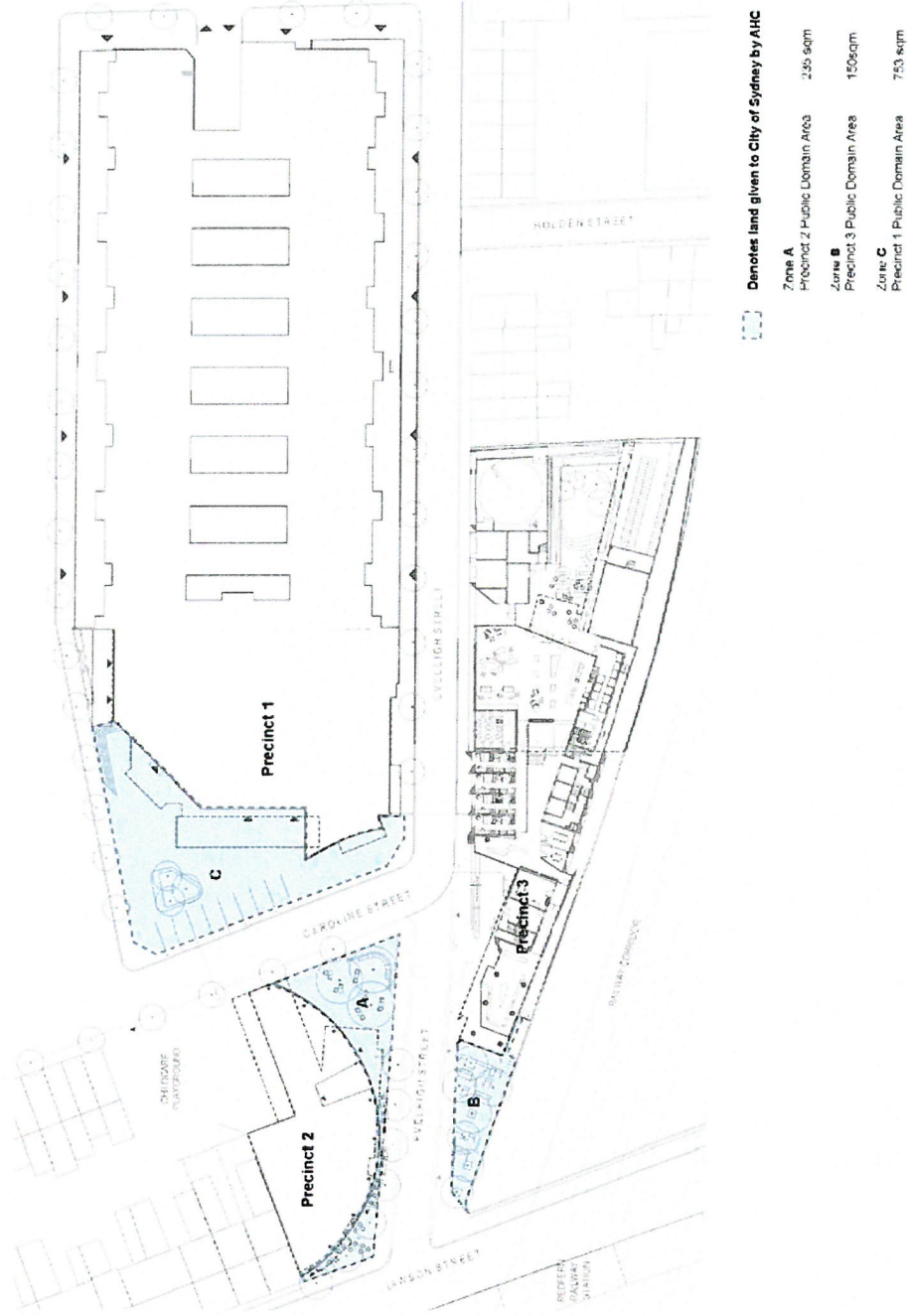
Attachment C

Updated Public Domain Plan

3.9 Land Dedicated to Council

Precinct 3 Development Application

The Precinct 3 modification acknowledges an offset of Public Domain to be dedicated to City of Sydney within the Penulwuy Precinct. This land totals 1138sqm which is an increase of 63% from the original DA.



Attachment D

Architectural Drawings Showing Overhang

Attachment E

**Resolution of Council Dated 20 August
2012**

Resolution of Council

20 AUGUST 2012

ITEM 6.6 TRANSFER OF A PORTION OF CAROLINE LANE, EVELEIGH LANE AND 91-99 AND 119-121 EVELEIGH STREET REDFERN FROM THE COUNCIL OF THE CITY OF SYDNEY TO THE ABORIGINAL HOUSING COMPANY TO FACILITATE THE REDEVELOPMENT OF THE "BLOCK" KNOWN AS THE PEMULWUY PROJECT (S072236.007)

It is resolved that:

- (A) Council enter into the draft deed as generally set out at Attachment E to the subject report;
- (B) authority be delegated to the Chief Executive Officer to settle the final terms of the draft deed;
- (C) Council transfer the eastern portion of Caroline Lane, Eveleigh Lane, Redfern to the Aboriginal Housing Company for the nominal sum of \$10.00, in accordance with the draft deed and subject to:
 - (i) the re-classification of 91-99 and 119-121 Eveleigh Street, Redfern from community land to operational land;
 - (ii) the closure of the eastern portion of Caroline Lane and Eveleigh Lane, Redfern; and
 - (iii) the Minister for Planning and Infrastructure granting consent to the construction of the Pemulwuy development;
- (D) Council transfer 91-99 and 119-121 Eveleigh Street, Redfern to the Aboriginal Housing Company for the nominal sum of \$10.00, in accordance with the draft deed and subject to:
 - (i) the re-classification of 91-99 and 119-121 Eveleigh Street, Redfern from community land to operational land;
 - (ii) the closure of the eastern portion of Caroline Lane and Eveleigh Lane, Redfern; and
 - (iii) the Minister for Planning and Infrastructure granting consent to the construction of the Pemulwuy development;

- (E) Council note that the land, as generally shown at Attachment H to the subject report, is intended to be dedicated to the City as public domain;
- (F) Council note that the portions of Caroline Lane and Eveleigh Lane to be closed shall be classified operational land in accordance with Section 31 of the Local Government Act 1993 forthwith;
- (G) City staff work with local residents to try to activate Caroline Lane and to consider further community uses for the Redfern Community Centres outdoor open space;
- (H) Council note the financial implications involved in the transfer of the eastern portion of Caroline Lane, Eveleigh Lane, Redfern and 91-99 and 119-121 Eveleigh Street, Redfern as set out in the subject report; and
- (I) Council note that, should the Development Consent as approved by the Minister for Planning and Infrastructure be significantly different from the Concept Plan and Council Resolutions of 26 July 2010, 27 June 2011 and 5 December 2011, then a further report will be brought to Council prior to any transfer of the eastern portion of Caroline Lane, Eveleigh Lane, Redfern and 91-99 and 119-121 Eveleigh Street, Redfern as set out in the deed.

Carried unanimously.

Attachment F

**Resolution of Council Dated 11 December
2017**

Resolution of Council

11 DECEMBER 2017

ITEM 16

PEMULWUY PROJECT – VARIATION OF DEED TO THE ABORIGINAL HOUSING COMPANY

(S072236.007)

Moved by the Chair (the Lord Mayor), seconded by Councillor Thalís -

It is resolved that authority be delegated to the Chief Executive Officer to negotiate, execute and administer a Deed of Variation of the Pemulwuy Project Deed with the Aboriginal Housing Company Limited, for the purpose of amending the “Agreed Date” from 21 December 2017 to 21 December 2018, and otherwise on terms acceptable to the City.

Carried unanimously.

Attachment G

**Resolution of Council Dated 29 October
2018**

Resolution of Council

29 October 2018

Item 6.7

Pemulwuy Project - Final Land Transfer and Variation of Deed to the Aboriginal Housing Company

It is resolved that:

- (A) Council transfer a 6.0 square metre portion (the splay corners) of Eveleigh Lane, known as Lot 1 in DP1177664, to the Aboriginal Housing Company Limited for the nominal sum of \$10.00; and
- (B) authority be delegated to the Chief Executive Officer to negotiate, execute and administer a Deed of Variation of the Pemulwuy Project Deed with the Aboriginal Housing Company Limited for the purpose of:
 - (i) amending the date specified as the "Agreed Date" from 21 December 2018 to 21 December 2019;
 - (ii) including Lot 1 in DP 1177664 as part of the "Laneway Land", to document the transfer of this land to the Aboriginal Housing Company Ltd; and
 - (iii) including DP 117664 as an annexure.

Carried unanimously.

S072236.007

Item 4.

Sale of Heritage Floor Space - City as Landowner

Document to Follow

Item 5.

Tender - Portman Street and Zetland Avenue Upgrade

File No: X011414.003

Tender No: 2042

Summary

This report provides details of the tenders received for the Portman Street and Zetland Avenue Upgrade.

The Portman Street and Zetland Avenue Upgrade project is located within the Green Square Town Centre which is a new retail, commercial and residential precinct. The City is proposing to upgrade and reconfigure the existing Portman Street, along with creation of parts of Zetland Avenue between Paul Street and Joynton Avenue, in line with the approved Green Square Town Centre Public Domain Strategy.

The scope of this project includes significant contaminated land remediation works, road pavement construction, utilities works and full public domain treatments, including separated cycleways.

The project will provide existing users with an upgraded public domain space along the length of the project extent, in an area which is currently experiencing significant residential development.

This report recommends that Council accept the tender offer of Tenderer 'A' for the Portman Street and Zetland Avenue Upgrade.

Recommendation

It is resolved that:

- (A) Council accept the tender offer of Tenderer 'A' for Portman Street and Zetland Avenue Upgrade for the price and contingency set out in Confidential Attachment A to the subject report; and
- (B) authority be delegated to the Chief Executive Officer to negotiate, execute and administer the contracts relating to the tender.

Attachments

Attachment A. Tender Evaluation Summary (Confidential)

Background

1. The Portman Street and Zetland Avenue Upgrade Project (the Project) is a part of the wider Green Square Town Centre Precinct Infrastructure Program. The Project will involve the reconfiguration of the existing Portman Street, full public domain treatments, separated cycleways and new and existing services works.
2. The scope of this Project will complete Zetland Avenue, a major road thoroughfare running east-west within the Green Square Town Centre, connecting Paul Street in the west to the new Gunyama Park Aquatic and Recreation Centre in the east. The west and mid sections of new Zetland Avenue will be constructed under this project.
3. Construction of this new street will involve significant earthworks in a high-risk environment with known land contamination issues. All works within the area of the site will be carried out in accordance with the Remedial Action Plan for Green Square Town Centre. The scope of works for this project will involve the remediation of the site to render it safe and suitable for the intended future use as a public roadway. Numerous new utilities will also be installed on Zetland Avenue to extend and increase the capacity of existing services networks. High quality public domain treatments will be applied on Zetland Avenue, including separated cycleways along the entire length.
4. The existing Portman Street will be reconfigured under this project to include a one-way section between Geddes Avenue and Sonny Leonard Street. Multiple new traffic signals will be installed along Portman Street to facilitate safe and efficient vehicle and pedestrian movements. Portman Street will also undergo an upgrade of the existing road pavement. Significant utilities upgrade works will be undertaken along Portman Street including a deep stormwater crossing, which represents some of the high-risk activities for this section of the project. Portman Street will also be given full public domain treatments including an upgrade of street lighting, parking bays and bi-directional separated cycleway.
5. The scope of this project will be completed in multiple stages to allow safe management of traffic, while maximising concurrent work fronts to expedite completion. This project will also involve coordination of works with other concurrent developments on adjacent sites, such as the Drying Green Park, Meriton private development, Mirvac private development, as well as Joynton Avenue and Zetland Avenue - East upgrade project (during the early months of this project).

Invitation to Tender

6. An expression of interest process opened 9 September 2019 and closed 3 October 2019, to seek suitable tenderers with capability and expertise to complete the scope of works for this Project. Twenty-two responses were received for this expression of interest process, from which four were shortlisted to proceed to a select tender process.
7. The Request for Tender was released through Tenderlink to the four selected tenderers on 18 March 2020, and submissions closed on Wednesday 20 May 2020.

Tender Submissions

8. Four tenderers were selected from an open expression of interest (EOI) process that closed late 2019. Four submissions were received from the following organisations:
 - Abergeldie Contractors Pty Ltd;
 - Burton Contractors Pty Ltd;
 - Ford Civil Contracting Pty Ltd; and
 - Ward Civil & Environmental Engineering Pty Ltd.
9. No late submissions were received.

Tender Evaluation

10. All members of the Tender Evaluation Panel have signed Pecuniary Interest Declarations. No pecuniary interests were noted.
11. All submissions were assessed in accordance with the approved evaluation criteria being:
 - (a) the lump sum price and schedule of prices, including schedule of rates for variations;
 - (b) personnel allocation (including percentage of time staff members are committed to the project), qualifications, relevant experience and capacity, including sub-contractors;
 - (c) proposed program;
 - (d) proposed methodology, including pedestrian and traffic management, environmental management and demonstrated capability in achieving high quality detailed finishes;
 - (e) Work, Health and Safety; and
 - (f) financial and commercial trading integrity, including insurances.

Performance Measurement

12. The following key performance indicators will be used to indicate the performance of the successful bidder.
 - (a) key objectives/ deliverables;
 - (b) quality of work;
 - (c) time;
 - (d) reporting;

- (e) communication; and
- (f) Work, Health and Safety compliance.

Financial Implications

13. There are sufficient funds allocated for this project within the current year's capital works budget and future years' forward estimates.

Relevant Legislation

14. The tender has been conducted in accordance with the Local Government Act 1993, the Local Government (General) Regulation 2005 and the City's Procurement and Contract Management Policy.
15. Local Government Act 1993 - Section 10A provides that a council may close to the public so much of its meeting as comprises the discussion of information that would, if disclosed, confer a commercial advantage on a person with whom the council is conducting (or proposes to conduct) business.
16. Attachment A contains confidential commercial information of the tenderers and details of Council's tender evaluation and contingencies which, if disclosed, would:
 - (a) confer a commercial advantage on a person with whom Council is conducting (or proposes to conduct) business; and
 - (b) prejudice the commercial position of the person who supplied it.
17. Discussion of the matter in an open meeting would, on balance, be contrary to the public interest because it would compromise Council's ability to negotiate fairly and commercially to achieve the best outcome for its ratepayers.

Critical Dates / Time Frames

18. The works are intended to commence by August 2020, with all works scheduled to be completed by October 2021.
19. Consequences of this report not being approved is that these critical milestone dates cannot be achieved.

Public Consultation

20. A public exhibition was held for this project from 6 August 2018 to 3 September 2018. The exhibition period provided opportunity for the community to provide feedback on the proposal. Consultation activities included notification letters, a face to face event, public notice advertising and online engagement at SydneyYourSay.com.au.

21. There were approximately 1,000 letters sent out to surrounding residents, with a total of 28 submissions received. Feedback was reported to the Local Pedestrian, Cycling and Traffic Calming Committee on 15 November 2018.
22. The community has since received updates on progress of this Project via greensquaresydney.com, inclusion in printed newsletters, and quarterly community liaison meetings.
23. This Project is part of the City's coordinated Green Square community relations program. To support the community through construction, there will be a community relations officer, dedicated 1800 number, newsletters, project email and community / stakeholder meetings as required.

AMIT CHANAN

Director, City Projects and Property

Tharindu Wijeratne, Project Manager

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Item 6.**Tender - Macdonald Street Widening and Trunk Drainage, Erskineville****File No: X004092****Tender No: 1990****Summary**

This report provides details of the tenders received for Macdonald Street Widening and Trunk Drainage, Erskineville.

The widening of the street accommodates the trunk drain upgrade and delivers an increase in the quantity and quality of the public domain for pedestrians, cyclists and vehicles. The scope of works was approved by Council in September 2019 and the Review of Environmental Factors (REF) was approved in December 2019.

This report recommends that Council accept the tender offer of Tenderer E for Macdonald Street Widening and Trunk Drainage, Erskineville.

Recommendation

It is resolved that:

- (A) Council accept the tender offer of Tenderer E for Macdonald Street Widening and Trunk Drainage, Erskineville, for the price and contingency set out in Confidential Attachment A to the subject report; and
- (B) authority be delegated to the Chief Executive Officer to negotiate, execute and administer the contracts relating to the tender.

Attachments

Attachment A. Tender Evaluation Summary (Confidential)

Background

1. Both the widening of Macdonald Street and upgrade to Goddard Street represent the major component of City works described in the Ashmore Public Infrastructure Concept Design, most of which is being delivered as works in kind.
2. The City of Sydney's upgrade of Erskineville's Ashmore Precinct will include the road widening of Macdonald and Goddard Streets and a new stormwater trunk drain, along with plans for new cycleways, footpaths, pedestrian crossings, trees, swale gardens, street parking, utilities and service improvements and lighting upgrades. These public domain works will facilitate improved visual amenity, and a high level of landscape character and functionality for local residents, visitors and the greater community of Erskineville.
3. Macdonald Street is a major overland flow-path carrying storm water from the railway bridge east. An integral part of the road widening works is the installation of the City's new trunk drain which augments the existing Sydney Water trunk drain that drains to the Alexandra Canal, thereby mitigating the impacts of flooding across the precinct.

Invitation to Tender

4. Six tenderers were selected from an open to market Expression of Interest that closed on 3 October 2019.
5. The RFT 1990 "Macdonald Street Widening and Trunk Drainage" tender period for the six tenderers commenced on 2 March 2020, closing on 4 May 2020.

Tender Submissions

6. Five submissions were received from the following organisations:
 - (a) Christie Civil Pty Ltd;
 - (b) Burton Contractors Pty Ltd;
 - (c) Ford Civil Contracting Pty Ltd;
 - (d) Abergeldie Contractors Pty Ltd and
 - (e) Ward Civil & Environmental Engineering Pty Ltd.
7. No late submissions were received.

Tender Evaluation

8. All members of the Tender Evaluation Panel have signed Pecuniary Interest Declarations. No pecuniary interests were noted.
9. The relative ranking of tenders as determined from the total weighted score is provided in the Confidential Tender Evaluation Summary – Attachment A.

10. All submissions were assessed in accordance with the approved evaluation criteria being:
 - (a) the lump sum price and schedule of prices;
 - (b) personnel allocation (including percentage of time staff members are committed to the project), qualifications, relevant experience and capacity, including sub-contractors;
 - (c) proposed methodology, including pedestrian and traffic management and environmental management, demonstrated capability in achieving high quality detailed finishes;
 - (d) proposed program;
 - (e) Work Health and Safety; and
 - (f) financial and commercial trading integrity, including insurances.

Performance Measurement

11. The City will ensure that performance standards are met during construction by:
 - (a) holding weekly site meetings with the Contractor to cover WHS, environment, progress of work against contract program, sub-contractor items, design issues and requests for information, hold and witness points, quality non-conformances, public enquires and planned liaison activities, EOT claims and variations;
 - (b) undertaking regular site inspections and completing a monthly construction site verification checklist to identify any non-compliance with the approved project WHS and Emergency Management Plan; and
 - (c) monitoring and assessing the Contractor's performance in accordance with the Principal's Key Performance Indicators including WHS compliance, quality of work, time, reporting and communication.

Financial Implications

12. There are sufficient funds allocated for this project within the draft 2020/21 capital works budget and future years' forward estimates, the subject of a separate report in this Council cycle, as detailed in Confidential Attachment A.

Relevant Legislation

13. The tender has been conducted in accordance with the Local Government Act 1993, the Local Government (General) Regulation 2005 and the City's Procurement and Contract Management Policy.
14. Local Government Act 1993 - Section 10A provides that a council may close to the public so much of its meeting as comprises the discussion of information that would, if disclosed, confer a commercial advantage on a person with whom the council is conducting (or proposes to conduct) business.
15. Attachment A contains confidential commercial information of the tenderers and details of Council's tender evaluation and contingencies which, if disclosed, would:
 - (a) confer a commercial advantage on a person with whom Council is conducting (or proposes to conduct) business; and
 - (b) prejudice the commercial position of the person who supplied it.
16. Discussion of the matter in an open meeting would, on balance, be contrary to the public interest because it would compromise Council's ability to negotiate fairly and commercially to achieve the best outcome for its ratepayers.

Critical Dates / Time Frames

17. June 2020 - Award contract.
18. October 2021 - Forecast date of project completion.

Options

19. Timeframes are critical to meet commitments under Planning Agreement requirements between the City and interfacing development sites. Alternative options for elements of the project to address constructability issues were considered during the tender evaluation process.

Public Consultation

20. The City managed a community engagement process to inform the community about this proposal and to provide feedback at sydneyoursay.com.au on the proposal. The community engagement period ran from 3 June 2019 to 1 July 2019.
21. People who participated in this process indicated support for the project, however many raised concerns about loss of parking, existing trees and the eventual opening of MacDonald Street through to Mitchell Street. Feedback from this consultation with residents, adjacent developers and authorities has been considered and where practical, informed the design development and a number of key changes. For example, the introduction of continuous footpath treatment to the southern footpath of Macdonald Street and an additional two raised pedestrian crossings which was approved by the September 2019 Council Meeting.
22. The communications and engagement activities included:
 - (a) letterbox drops;
 - (b) targeted emails to strata managers and community groups; and
 - (c) attending a community information session hosted by Friends of Erskineville.
23. Ongoing consultation with the community will continue during the construction phase of the project.

AMIT CHANAN

Director City Projects and Property

Brian Jacobs - Project Manager

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Item 7.

Exemption from Tender and Contract Extension – Centralised Monitoring and Control System for Parks

File No: X008041

Tender No: 1661

Summary

This report provides details of a variation to extend the existing Centralised Monitoring and Control System for Parks contract (tender 1661) with Itech Corporation Pty Ltd for an additional two years with two further options of two years each.

The system is locally known as the Watering and Lighting Tool and Reporting System (WALTRS) and plays an important role in monitoring and controlling water and energy use in parks to help us meet our sustainability targets. For example, it alerts staff to issues with irrigation systems in real time, automatically shuts off irrigation if rainfall is forecast and ensures that sports field lights are switched off after bookings are finished.

The ongoing licencing of WALTRS and the ability to bring on new sites using the amended schedule of rates is required to allow water and energy to be effectively managed in the City's parks. This monitoring and control is an important component of the City's approach to meeting our 2030 sustainability goals in parks and open spaces.

The contract extension will provide ongoing licencing for use of WALTRS. The variation to the existing contract will include:

- (a) up to six years of licencing to maintain access to the WALTRS platform and ongoing system development and support; and
- (b) an amended Schedule of Rates to add new irrigation systems, sports field lights, water features and water recycling systems into WALTRS during the extended licencing period.

This variation is required to align the licensing period for WALTRS with the life of the physical assets that have been installed through the initial capital expenditure in 2017 under the contract.

Recommendation

It is resolved that:

- (A) Council note that because of extenuating circumstances a satisfactory result would not be achieved by inviting tenders for the services currently provided under the existing Centralised Monitoring and Control System for Parks contract that expires on 30 June 2020;
- (B) Council note the reasons why a satisfactory result would not be achieved by inviting tenders for the services referred to in (A) are outlined in Confidential Attachment A to the subject report;
- (C) Council approve a variation as outlined in Confidential Attachment A to the subject report to extend the option of the current Centralised Monitoring and Control System for Parks contract to 30 June 2022, with the option of two additional further terms of two years each;
- (D) Council approve the amended Schedule of Rates outlined in Confidential Attachment B to the subject report; and
- (E) authority be delegated to the Chief Executive Officer to negotiate, execute and administer the variation to the contract under clause (C).

Attachments

Attachment A. Summary of Proposed Variation (Confidential)

Attachment B. Amended Schedule of Rates (Confidential)

Background

1. The City entered into a contract with Itech Corporation Pty Ltd (tender 1661) in December 2016 for Centralised Monitoring and Control System for Parks. The contract expiry date is 30 June 2020.
2. Itech Corporation Pty Ltd was selected as the Service Provider following an open tender and was approved by Council on 12 December 2016.
3. The Centralised Monitoring and Control System for Parks contract delivered a web-based tool called WALTRS (Watering and Lighting Tool and Reporting System). WALTRS allows City staff and contactors to remotely monitor and control aspects of water and energy use in parks to help manage our sustainability performance.
4. Under the contract, hardware has been installed in 51 assets across 34 parks to allow the connection of irrigation systems, sportsfield lights, water features and water recycling systems into the WALTRS platform.
5. Under the current contract the WALTRS web-based platform has been established specifically for the City's needs, with the following assets now live in the system:
 - (a) 33 irrigation systems.
 - (b) Ten sportsfield lighting systems.
 - (c) Six water features (monitoring only).
 - (d) Two water recycling systems (monitoring only).
6. The integration of 18 water recycling systems will be included in the contract variation as water quality sensors are installed or upgraded at each site. The water recycling systems will be integrated into WALTRS using the new schedule of rates.
7. WALTRS plays an important role in monitoring and controlling water and energy use in parks to help us meet our sustainability targets. For example, it alerts staff to issues with irrigation systems in real time, automatically shuts off irrigation if rainfall is forecast and ensures that sportsfield lights are switched off after bookings are finished.
8. The ongoing licencing of WALTRS and ability to bring new sites into WALTRS using the amended schedule of rates is required to allow water and energy to be effectively managed in the City's parks. This monitoring and control is an important component of the City's approach to meeting our Sustainable Sydney 2030 sustainability goals in parks and open spaces.

Financial Implications

9. The cost to extend the Centralised Monitoring and Control System for Parks contract (No. 1661) with Itech Corporation Pty Ltd for up to six years is included in Confidential Attachment A.
10. There are sufficient funds allocated for this service within the draft 2020/21 operating budget and future year forward estimates (the subject of a separate report to Council).

Relevant Legislation

11. The original tender for contract 1661 was conducted in accordance with the Local Government Act 1993, the Local Government (General) Regulation 2005 and the City's Procurement and Contract Management Policy.
12. Local Government Act 1993 - Section 10A provides that a council may close to the public so much of its meeting as comprises the discussion of information that would, if disclosed, confer a commercial advantage on a person with whom the council is conducting (or proposes to conduct) business.
13. Attachments A and B contain confidential commercial information which, if disclosed, would:
 - (a) confer a commercial advantage on a person with whom Council is conducting (or proposes to conduct) business; and
 - (b) prejudice the commercial position of the person who supplied it.
14. Discussion of the matter in an open meeting would, on balance, be contrary to the public interest because it would compromise Council's ability to negotiate fairly and commercially to achieve the best outcome for its ratepayers.

Critical Dates / Time Frames

15. The current Centralised Monitoring and Control for Parks contract expiry date is 30 June 2020.
16. This report is seeking approval to extend the contract to 30 June 2022 with the option of two additional further terms of two years each.

Options

17. If this variation is not approved, there could be a gap in service while procurement activities take place to deliver a new contract. This would impact on the City's ability to effectively manage water and energy using assets in parks until a new contract is put in place.

Public Consultation

18. Public consultation has not been undertaken due to the operational nature of this contract.

DAVID RIORDAN

Director City Services

Lauren Dragicevich, Contract Manager - Parks

Joel Johnson, Manager City Greening and Leisure

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Item 8.**Exemption from Tender and Contract Extension - Self Insurers Claim System****File No: S064539****Summary**

In 2014, the City tendered under RFT 1390 for an IT application to record and report Work Health and Safety (WHS) data. The system would assist the City to comply with WHS legislation and NSW WorkCover self-insurance licence requirements. It would also allow incident reporting, workers compensation and injury management information to be captured, stored, analysed and reported, in accordance with prescribed standards and integrated with the in-house developed risk management system.

This system, the Self-Insurers Claims System (SIMS), was procured together with a three-year Maintenance and Support contract with two one-year optional extensions with NTT DATA Figtree Systems Pty Ltd.

In February 2019, with the Maintenance and Support contract expiring and both options having been exercised, the City sought and gained Council approval for a 12-month extension of the contract with the maintenance and support provider of the Self-Insurers Claims System application, NTT DATA Figtree Systems Pty Ltd, from 1 July 2019 to 30 June 2020.

The existing Self-Insurers Claims System application meets the City's current needs, and thus a further three-year agreement for maintenance and support is sought.

The existing supplier of the maintenance and support contract now requiring renewal:

- is the sole provider of the relevant maintenance and support, and a competitive tender process is not possible (because it is not possible to get another supplier to support the bespoke solution developed by NTT DATA Figtree Systems Pty Ltd.);
- was evaluated as best value for money from a competitive tender process, and a repeat tender process is unlikely to yield a different outcome; and
- the maintenance and support payments were in line with the market at the time and have since increased in line with CPI.

The requirement to invite tenders in section 55(1) of the Local Government Act 1993 does not apply to those contracts if Council decides by resolution that, because of the unavailability of competitive or reliable tenderers, a satisfactory result would not be achieved (section 55(3)(i) of the Local Government Act 1993).

This report recommends that Council grant an exemption from tender to enter into a three-year agreement for Maintenance and Support of the Self-Insurers Claims System (SIMS) with NTT DATA Figtree Systems Pty Ltd.

Recommendation

It is resolved that:

- (A) Council approve an exemption from tender to enter into a three-year agreement for Maintenance and Support of the Self-Insurers Claims System (SIMS) upon the expiry of the current contract;
- (B) Council note the reasons a satisfactory outcome is not possible is due to the following extenuating circumstances:
 - (i) significant time and effort has been expended to tailor the existing solution to the needs of the business, and the cost and effort to move to a new system is prohibitively significant compared with the cost of the three-year exemption;
 - (ii) NTT DATA Figtree Systems Pty Ltd is the sole provider of the relevant maintenance and support, and a competitive tender process is not possible (because it is not possible to get another supplier to support the bespoke solution developed by NTT DATA Figtree Systems Pty Ltd.);
 - (iii) NTT DATA Figtree Systems Pty Ltd was evaluated as best value for money from a competitive tender process, and a repeat tender process is unlikely to yield a different outcome; and
 - (iv) the existing system meets the current needs of the City; and
- (C) authority be delegated to the Chief Executive Officer to negotiate, execute and administer the contract with the supplier NTT DATA Figtree Systems Pty Ltd.

Attachments

Attachment A. Maintenance and Support Financials (Confidential)

Background

1. In 2014, the City tendered under RFT 1390 for an IT application, to record and report Work Health and Safety (WHS) data in order to comply with WHS legislation and NSW WorkCover self-insurance licence requirements. The system would also allow incident reporting, workers compensation and injury management information to be captured, stored, analysed and reported in accordance with prescribed standards, and integrated with the in-house developed risk management system.
2. The procurement of a Self-Insurers Claims System (SIMS) along with a three-year Maintenance and Support contract with two one-year optional extensions was entered into by the City with NTT DATA Figtree Systems Pty Ltd.
3. In February 2019, with the Maintenance and Support contract expiring and both options having been exercised, the City sought and gained Council approval for a 12-month extension of the contract with the maintenance and support provider of the SIMS application, NTT DATA Figtree Systems Pty Ltd, from 1 July 2019 to 30 June 2020.
4. The existing SIMS application meets the City's current needs but requires an extension of the Maintenance and Support contract.

Key Implications

Organisational Impact

5. Without access to a Self-Insurers Claims System to record and report WHS data the City would find it difficult to meet its obligations under WHS legislation and NSW WorkCover self-insurance licence requirements.
6. The City has invested resources to become a self-insured Council and the use of the Self-Insurers Claims System is a requirement to maintain the self-insurers licence that provides the City with considerable cost savings (over \$1.7M pa).

Budget Implications

7. There are sufficient funds allocated for the annual maintenance and licencing contractual payments in the draft 2020/21 Annual Budget and future years' forward estimates (the subject of a separate report to Council) as detailed in confidential Attachment A.

Relevant Legislation

8. The report has been prepared in accordance with the Local Government Act 1993 (NSW), the Local Government (General) Regulation 2005 and the City's Procurement and Contract Management Policy.
9. Local Government Act 1993 - Section 10A provides that a council may close to the public so much of its meeting as comprises the discussion of information that would, if disclosed, confer a commercial advantage on a person with whom the council is conducting (or proposes to conduct) business.

10. Attachment A contains confidential commercial information of the payments made to the incumbent supplier.
11. Discussion of the matter in an open meeting would, on balance, be contrary to the public interest because it would compromise Council's ability to negotiate fairly and commercially to achieve the best outcome for its ratepayers.

Critical Dates / Time Frames

12. Council approved an Exemption from Tender dated 11 February 2019 and extended the Maintenance and Support contract with NTT DATA Figtree Systems Pty Ltd for one year to 30 June 2020. A further exemption is required to be approved before the previous exemption expires.

Options

13. The option of undertaking a full tender for these Maintenance and Support services is not recommended due to the following reasons:
 - (a) significant time and effort has been expended to tailor the existing solution to the needs of the business;
 - (b) NTT DATA Figtree Systems Pty Ltd is the sole provider of the relevant maintenance and support, and a competitive tender process is not possible (because it is not possible to get another supplier to support the bespoke solution developed by NTT DATA Figtree Systems Pty Ltd.);
 - (c) NTT DATA Figtree Systems Pty Ltd was evaluated as best value for money from a competitive tender process, and a repeat tender process is unlikely to yield a different outcome; and
 - (d) it could not be completed prior to the existing 30 June 2020 contract expiry date due to the expected duration it will take to perform a procurement and implementation.

Public Consultation

14. No public consultation has been undertaken.

SUSAN PETTIFER

Director - People, Performance and Technology Services

Kevin Wingrave, IT Project Manager, Technology and Digital Services

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Item 9.**Tender - Reject and Negotiate - Bathurst Street (Greenland) Creative Hub (working title) Operator**

File No: X021544.003

Tender No: 1955

Summary

This report provides details of the tenders received from prospective service operators for the "Bathurst Street (Greenland) Creative Hub (working title) Operator".

In 2014, the City of Sydney (the City) entered into a Voluntary Planning Agreement with Greenland Pty Ltd to deliver a Creative Hub as part of the Development Application consent for its mixed-use building at 115-119 Bathurst Street, Sydney. The Creative Hub will provide approximately 2,000 square metres of work space for creative practitioners and enterprises in the form of affordable rehearsal spaces, production spaces and creative studios.

The City sought to partner with a service operator for the ongoing operational management of the Creative Hub. This management and service delivery model would maximise opportunities for the cultural and creative sector to access the Creative Hub's facilities and align with industry best practice.

In June 2019, the City commenced a two-stage procurement process for the ongoing management of the Creative Hub. Three submissions were received to the first stage Expression of Interest. Two submissions from suitably qualified tenderers progressed to the second stage 'select tender'.

This report recommends that Council reject and negotiate the tender offers from suitably qualified tenderers for Bathurst Street (Greenland) Creative Hub (working title) Operator.

Recommendation

It is resolved that:

- (A) Council decline to accept all tender offers received for the Bathurst Street (Greenland) Creative Hub (working title) Operator for the reasons set out in the confidential Tender Evaluation Summary, Attachment A to the subject report;
- (B) Council does not invite fresh tenders, as it is considered that inviting fresh tenders would not attract additional suitable tenderers over and above those that have responded to this tender and the preceding Expression of Interest;
- (C) authority be delegated to the Chief Executive Officer to enter in to negotiations with any person with a view to entering into a contract in relation to the subject matter of the tender;
- (D) authority be delegated to the Chief Executive Officer to execute and administer the contract with the preferred service provider following completion of the negotiations; and
- (E) Council be informed of the successful service provider via CEO Update.

Attachments

Attachment A. Tender Evaluation Summary (Confidential)

Background

1. In 2014, the City developed and adopted its 'Creative City Cultural Policy and Action Plan'. This policy identified limited access to affordable, customised work-space for creative practitioners and enterprises in Sydney as the most pressing challenge to sustainable creative practice in the city. This lack of workspace impedes the growth and health of the city's creative arts sectors.
2. In 2014, the City entered into a Voluntary Planning Agreement (VPA) with Greenland (Sydney) Bathurst Street Development Pty Ltd for the provision of a 'Creative Hub' as part of the Development Application (DA) consent for its mixed-use development at 115-119 Bathurst Street, Sydney. The following public benefits were specified in the VPA:
 - (a) The proposal will contribute to Sydney's creative economy by providing low-cost, affordable space for the creative population.
 - (b) The proposal is long-term, providing sustainability to the creative sector in the future.
 - (c) The proposal has the potential to create a whole new creative precinct and transform the character of the area.
 - (d) The proposal incorporates innovative reuse of the existing building and will foster distinctiveness due to the unique combination of uses in the creative hub.
3. The Creative Hub will provide approximately 2,000 square metres of work space for creative practitioners and enterprises in the form of affordable rehearsal spaces, production spaces and creative studios.
4. Occupying the podium of the 115-119 Bathurst Street high-rise residential tower (currently under construction), the facility will wrap levels 2-7 of the tower's above-ground parking on the eastern and northern facades. The main entry of the Creative Hub is located on the ground floor addressing Bathurst Street.
5. The Creative Hub comprises:
 - (a) entry, lobby café and exhibition window (level 0);
 - (b) plant room (level 1);
 - (c) performing arts rehearsal spaces and back of house uses (level 2);
 - (d) performing arts administration facilities and rooms (level 3);
 - (e) rehearsal and recording studios with control room (level 5);
 - (f) production studios and editing suites (level 6);
 - (g) creative studios and an artist in residence apartment with attached creative studio (level 7);
 - (h) three car spaces including one accessible space and loading zone; and
 - (i) lift to service all Creative Hub levels and basement level for waste and deliveries.

6. The VPA grants the City tenancy rights for the use of the Creative Hub for a 99 year term. The Detailed Performance Brief attached to the VPA specifies that the key objectives of the Creative Hub are that:
 - (a) The overall centre will promote cross disciplinary integration between the various art forms. This will include a sharing of some technical spaces and connectivity via cabling infrastructure.
 - (b) The spaces may host a mix of early career, mid-career, senior artists and creative teams to encourage upward and downward mentoring.
 - (c) The overall centre will create rehearsal and practice spaces for dedicated creative practice by semi-professional and professional artists and creative teams.
 - (d) Each floor will contain a mix of practical workspaces customised for the needs of a range of creative disciplines.
 - (e) Some floors include offices, meeting spaces and supplementary facilities.
7. Under the VPA, Greenland Pty Ltd is undertaking the Creative Hub's base building works and a limited fit out, with the City to undertake the final fit-out of specialist areas for technical performance, recording and production capabilities, as well as the fit out of the entry foyer and café.
8. In June 2019, the City commenced a two-stage procurement process to engage and partner with a suitable service operator for the ongoing operational management of the creative hub. Three submissions were received to the first stage expression of interest, with two submissions being progressed to the second stage 'select tender'.
9. The aim of the service is to:
 - (a) ensure industry best practice management and service delivery to maximise opportunities for the creative and cultural sector to access the Creative Hub;
 - (b) provide access to affordable space;
 - (c) provide equity of access across creative practitioners and organisations, and art forms;
 - (d) implement affordable and market value (industry aligned) hireable rates;
 - (e) maximise utilisation and occupancy;
 - (f) provide opportunities for interaction and collaboration between creative practitioners and disciplines;
 - (g) support and respond to the needs of the creative sector within the parameters of the Creative Hub; and
 - (h) embed effective management and governance to support long term financial sustainability.

10. The service operator will be responsible for the full range of services provided at the Creative Hub including but not limited to:
 - (a) overall operational management of the Creative Hub;
 - (b) operation of or arranging an operator for services for the café;
 - (c) coordinating all arrangements for the artist in residence apartment;
 - (d) providing, but not limited to, all necessary staff, additional equipment required by the operator or hirers, materials, consumables, insurances, utility costs and organisational support for the delivery of the services; and
 - (e) providing a full range of services including but not limited to service delivery, business planning, marketing, work health and safety, program reporting and selected cleaning and maintenance.
11. The City recognises the need for a collaborative approach in the delivery of this service and wishes to establish a professional arrangement with an operator based on co-operation, regular dialogue and a strategic approach to ensure the community, the City and the operator all achieve their goals in a professional, fair and best value manner.

Invitation to Tender

12. Tenderers were short listed as registered tenderers by the previous Expression of Interest, "E0419 Bathurst Street (Greenland) Creative Hub (working title) Operator" which was released in July 2019 and open for three weeks.

Tender Submissions

13. Tender submissions were received from both organisations invited to the Select Tender:
 - Brand X Productions Incorporated; and
 - The Studio Ltd.
14. No late submissions were received.

Tender Evaluation

15. All members of the Tender Evaluation Panel have signed Pecuniary Interest Declarations. No pecuniary interests were noted.
16. The relative ranking of tenders as determined from the total weighted score is provided in the Confidential Tender Evaluation Summary – Attachment A.

17. All submissions were assessed in accordance with the approved evaluation criteria being:
- (a) demonstrated organisational and financial capacity including:
 - (i) guaranteed operating payment;
 - (ii) annual operating budget that supports the running costs of the facility in a sustainable manner;
 - (iii) justification for other income;
 - (iv) financial statements; and
 - (v) financial schedule;
 - (b) demonstrated experience:
 - (i) operating a quality and compliant Creative Hub, including but not limited to sub-contractor management, asset management and maintenance (including technical equipment and information technology) and risk management; and
 - (ii) delivering similar services including but not limited to hiring services;
 - (c) proposed methodology to achieve service aims and objectives including:
 - (i) occupancy;
 - (ii) access to affordable space;
 - (iii) equity of access; and
 - (iv) opportunities for interaction and collaboration between creative practitioners; and disciplines;
 - (d) proposed operational plans and capacity and capability to deliver the services:
 - (i) draft management plan;
 - (ii) draft implementation plan;
 - (iii) draft annual business plan; and
 - (iv) café and residential apartment management methodology;
 - (e) Work, Health and Safety; and
 - (f) financial and commercial trading integrity, including insurances.

Performance Measurement

18. Key Performance Indicators were identified in the Request for Tender document. Performance will be evaluated regularly, at least annually, and always upon completion of each contract term. Each assessment will form the basis of the Performance Review.

Financial Implications

19. There are sufficient funds allocated for this project within the current year's operating budget and future years' forward estimates.

Relevant Legislation

20. The tender has been conducted in accordance with the Local Government Act 1993, the Local Government (General) Regulation 2005 and the City's Procurement and Contract Management Policy.
21. Local Government Act 1993 - Section 10A provides that a council may close to the public so much of its meeting as comprises the discussion of information that would, if disclosed, confer a commercial advantage on a person with whom the council is conducting (or proposes to conduct) business.
22. Attachment A contains confidential commercial information of the tenderers and details of Council's tender evaluation and contingencies which, if disclosed, would:
 - (a) confer a commercial advantage on a person with whom Council is conducting (or proposes to conduct) business; and
 - (b) prejudice the commercial position of the person who supplied it.
23. Discussion of the matter in an open meeting would, on balance, be contrary to the public interest because it would compromise Council's ability to negotiate fairly and commercially to achieve the best outcome for its ratepayers.

Critical Dates / Time Frames

24. The Creative Hub projected timeframes are:
 - (a) July-September 2020 Negotiation period with suitable operators
 - (b) October 2020 Service operator contract awarded
 - (c) December 2020 Greenland Pty Ltd base build anticipated completion
 - (d) February 2021 City fit out works commence
 - (e) August 2021 City fit out works complete
 - (f) August 2021 City handover building to service operator

25. The City wishes to contract the service operator as soon as possible to have them engaged during the City fit out works and to allow operations to commence as soon as possible following completion of these works.

Options

26. The City could elect to cancel the tender and instead operate the Creative Hub itself. This option is not recommended because it is considered it would not achieve best value for money or maximise sector outcomes. Importantly, this result would contradict consultation feedback from the sector on the Creative Hub's operation.
27. It is recommended that the City reject these tender offers and negotiate with suitably qualified providers.

Public Consultation

28. Public consultation was undertaken with the cultural and creative sector over a three month period in 2018 regarding the most appropriate operational model for the Creative Hub. Based on this feedback, in mid-2019 the City undertook an Expression of Interest process, E0419 "Bathurst Street (Greenland) Creative Hub (working title) Operator", which was widely distributed to 192 potentially interested parties in the arts, innovation and creative industries.

EMMA RIGNEY

Director City Life

Lauren Simpson, Project Manager Cultural Venues

Document is Restricted

Item 10.

Property Matter (Confidential)

Document to Follow

Item 11.

Grants and Sponsorship - Round One 2020/21 - Economic Grants

File No: S117676

Summary

The City of Sydney's Grants and Sponsorship Program supports initiatives and projects that build the social, cultural, environmental and economic life of the city. To achieve the objectives of Sustainable Sydney 2030 requires genuine partnership between government, business and the community.

The provision of grants and sponsorships is a mechanism to further the aims identified in the City's social, cultural, economic and environmental policies. Applications are assessed against these policies and against broad City objectives and plans. In this way, the City and the community act collaboratively to bring to life Sustainable Sydney 2030 and the City of Villages it envisions.

The City advertised the following three categories of the Business Support Grant Program as part of Round One of the annual Grants and Sponsorship Program for 2020/21:

- Business Support Grant - Live Music and Performance;
- Business Support Grant - Night Time Diversification; and
- Business Support Grant - Place and Industry.

For the Business Support Grants - Live Music and Performance program, 23 eligible applications were received. This report recommends a total of 11 grants to a total value of \$121,921 in cash for the 2020/21 financial year.

For the Business Support Grants - Night Time Diversification program, 31 eligible applications were received. This report recommends a total of nine grants to a total value of \$100,413 in cash for the 2020/21 financial year.

For the Business Support Grants - Place and Industry program, applicants can apply for up to three projects per application. Twelve eligible applications were received which included 26 projects. This report recommends a total of 12 grants, including 22 of the 26 projects submitted, to a total value of \$350,000 in cash for the 2020/21 financial year.

On 11 December 2017, Council adopted a revised Grants and Sponsorship Policy. All grants in this report were assessed against criteria and guidelines set out in this revised Policy with reference to Sustainable Sydney 2030, the Creative City Cultural Policy and Action Plan 2014 - 2024, the OPEN Sydney Strategy and Action Plan, the Economic Development Strategy and the Live Music and Performance Action Plan 2014.

All grant recipients will be required to sign a contract, meet specific performance outcomes and acquit their grant.

All figures in this report exclude GST.

Recommendation

It is resolved that:

- (A) Council approve the cash recommendations for the Business Support Live Music and Performance Grant Program as per Attachment A to the subject report;
- (B) Council note the applicants who were not successful in obtaining a cash grant for the Business Support Live Music and Performance Grant Program as per Attachment B to the subject report;
- (C) Council approve the cash recommendations for the Business Support - Night Time Diversification Grant Program as per Attachment C to the subject report;
- (D) Council note the applicants who were not successful in obtaining a cash grant for the Business Support - Night Time Diversification Grant Program as per Attachment D to the subject report;
- (E) Council approve the cash recommendations for the Business Support - Place and Industry Grant Program as per Attachment E to the subject report noting that all applications are recommended;
- (F) Council note that all grants amounts are exclusive of GST; and
- (G) authority be delegated to the Chief Executive Officer to negotiate, execute and administer agreements with any organisation approved for a grant or sponsorship under terms consistent with this resolution and Grants and Sponsorship Policy.

Attachments

- Attachment A.** Recommended for Funding –Round One 2020/21 - Live Music and Performance Grant Program
- Attachment B.** Not Recommended for Funding –Round One 2020/21 - Live Music and Performance Grant Program
- Attachment C.** Recommended for Funding –Round One 2020/21 - Night Time Diversification Grant Program
- Attachment D.** Not Recommended for Funding –Round One 2020/21 - Night Time Diversification Grant Program
- Attachment E.** Recommended for Funding –Round One 2020/21 - Place and Industry Grant Program

Background

1. The City of Sydney's Grants and Sponsorship Program supports residents, businesses and not-for-profit organisations to undertake initiatives and projects that build the social, cultural, environmental and economic life of the city.
2. On 5 February 2020, the City announced Round One of the annual grants program for 2020/21 as being open for application on the City's website, with grant applications closing on 9 March 2020.
3. The three categories of the Business Support Grant promoted were:
 - (a) Live Music and Performance;
 - (b) Night Time Diversification; and
 - (c) Place and Industry.
4. Information about these grant programs (such as application dates, guidelines, eligibility criteria and sample applications) was made available on the City's website. The City actively promoted the programs through Facebook, Twitter, What's On and an Arts Hub publication with a native content piece and affiliated website and Facebook promotion. Email campaigns were also utilised to target interested parties who have applied previously for grants at the City or who have expressed an interest in the City's programs.
5. In response to the evolving nature of the Covid-19 pandemic, all applicants were invited to provide additional information once the application period had closed. Applicants were asked how their project would be impacted by Covid-19 and if they wanted to continue through the assessment process. The vast majority of projects advised they wished to continue and provided useful information on how their project would adapt. This information was taken into consideration in the assessment process.
6. Following adoption of the revised Grants and Sponsorship Policy on 11 December 2017, the Business Support Grant categories are open to appropriately incorporated for-profit organisations and partnerships.
7. Twenty-three applications were received this round from for-profit organisations through the Business Support Grant - Live Music and Performance category and the following eleven for-profit organisations are recommended in this report:
 - (a) Brand X Productions Incorporated;
 - (b) Diamond Head Crew Pty Ltd;
 - (c) Giant Losses Limited;
 - (d) Golden Age Cinema & Bar Pty Ltd;
 - (e) Griffin Theatre Company Ltd;
 - (f) Harbour City Auth Pty Ltd;
 - (g) The Gaelic Club Ltd;
 - (h) The New Theatre (Properties) Ltd;

- (i) The Trustee for Newtown School of Arts;
 - (j) The Trustee for Yulli's Brews Unit Trust; and
 - (k) Waxman Jones Pty Ltd.
8. Thirty-one applications were received this round from for-profit organisations, partnerships, trusts and sole traders through the Business Support Grant – Night Time Diversification category and the following nine for-profit organisations are recommended in this report:
- (a) Alys Rachel Dinsmore;
 - (b) Crossover Dance Studios Pty Ltd;
 - (c) Digital Storytellers Limited;
 - (d) Ghost Jams Pty Ltd;
 - (e) Green Gourmet Kitchen Pty Limited;
 - (f) Griffin Theatre Company Ltd;
 - (g) Ms. Cattea Pty Ltd;
 - (h) Stilone Pty Ltd; and
 - (i) Waxman Jones Pty Ltd.
9. The Night Time Diversification grant was promoted through delivery of the first Nightlife Pitch and Collaboration session for business and creatives held at the Kings Cross Hotel on 12 February 2020. The session was organised to help foster collaboration between bricks and mortar business, existing venues and creative producers with ideas. This event was sent through to over 150 key industry stakeholders including business chambers and liquor accords and the event was attended by 70 businesses. Presentations were provided at the Sydney Central Liquor Accord and Darling Harbour Liquor Accord meetings and marketing collateral was distributed to all the City's neighbourhood centres. A further 15 face-to-face meetings were held with interested businesses to discuss potential activities and ideas proposed.
10. This was supplemented by a digital campaign through the City's social media channels with an aggregated reach of 151,324. The grant was also digitally disseminated through Business Chambers, Liquor Accords and the Nightlife and Creative Sector Advisory Panel.
11. Applicants of the Place and Industry category were also invited to meet with the assessment panel on 9 April 2020 to present their projects to the panel. Applicants were provided with 15 minutes to present the projects they had applied for, followed by 15 minutes of questions from the panel. All applying organisations took up this opportunity.
12. There were a total of 66 grant applications received under the Business Support Grants. Thirty-eight are recommended for funding as detailed in this report.

13. It is expected that all successful applicants will work co-operatively with relevant City staff throughout the project for which they have received funding. Some applicants will be required to meet with City staff and further define the strategic outcomes of their project prior to receiving the grant and commencing their project.
14. All grants and sponsorships are recommended on the condition that any required approvals, permits and development consents are obtained by the applicant.
15. The City's Grants and Sponsorship Program is highly competitive. Applications that are not recommended have either not scored as highly against the assessment criteria as the recommended applications or have incomplete or insufficient information. The City's Grants and Sponsorship team provides feedback to unsuccessful applicants.
16. The assessment process includes advice and recommendations from a suitably qualified assessment panel. The applications are scored against defined criteria for each grant program as well as the integrity of the proposed budget, project plan, partnerships, contributions and connection to the local community and industry sectors. Once recommended applications are approved by Council, a contract is developed, which includes conditions that must be adhered to, and acquitted against.
17. In assessing the grant applications, the assessment panels included in their considerations and recommendations:
 - (a) Sustainable Sydney 2030;
 - (b) Grants and Sponsorship Policy;
 - (c) Creative City Cultural Policy and Action Plan;
 - (d) Economic Development Strategy;
 - (e) OPEN Sydney Strategy and Action Plan; and
 - (f) Live Music and Performance Action Plan.
18. Assessors consider the cash and in-kind contribution from the applicant and other sources in reviewing applications. Applicants are asked to demonstrate a capacity to match the grant investment with other sources of funding or contribute their own cash resources to the project.
19. Applicants are requested to list their project's community partners, confirmed funding sources and the contribution the organisation is making to the project (cash or in-kind) to demonstrate their contribution.

Business Support Grants - Live Music and Performance (grants of up to \$30,000 for capital works and expenditure on project management, infrastructure and equipment)

20. The Live Music and Performance category aims to support local businesses, venues and licensed premises to undertake capital works or equipment upgrades to either introduce live entertainment to a business's offerings or to improve existing live music and performance facilities. These projects might include:
 - (a) acoustic improvements to help manage sound transfer from venues to surrounding properties;

- (b) investment in equipment or in-venue acoustics which improve audience experience;
 - (c) works that facilitate the introduction of live music or performance programming, or significantly improve/expand existing programming; or
 - (d) works that improve the health and safety of audiences, performers and venue staff.
21. The assessment panel for the Live Music and Performance Program consisted of members from the City's City Business and Safety, and Strategy, Urban Analytics and Communications teams as well as representatives from Music NSW (the state's peak industry body for the contemporary music sector), and the live performance sector (a producer of performing arts programs and live events and festivals).
22. The applications recommended for the Live Music and Performance Program are outlined in Attachment A to this report. The applications not recommended are listed in Attachment B to this report.
23. The Business Support Grants Live Music and Performance Budget is set out below:

Total cash budget for 2020/21	\$250,000
Total cash committed to previously approved applications	\$0
Total cash available for 2020/21 Round 1	\$250,000
Total number of eligible applications this allocation	23
Total cash value requested from applications	\$418,609
Total number of applications recommended for cash support	11
Total amount of cash funding recommended	\$121,921
Cash amount remaining for subsequent allocation of the program 2020/21	\$128,079

Business Support Grants - Night Time Diversification (grants of up to \$30,000 a year for up to two years' funding)

24. The Night Time Diversification category aims to support projects that increase the variety of business offerings and activities in commercial precincts after 6pm. The grants assist businesses to trade later through creative programming and initiatives, and in doing so, attract new customers and create lively, safe and engaging city precincts after dark, contributing to the night time economy and the cultural and economic character of the city. The grant also supports live entertainment venues to extend or expand their programming of live music and performance (such as comedy, cabaret, theatre and poetry programs).
25. The assessment panel for the Night Time Diversification program consisted of members from the City's City Business and Safety, and Strategy, Urban Analytics and Communications teams.
26. The applications recommended for the Night Time Diversification Program are outlined in Attachment C to this report. The applications not recommended are listed in Attachment D to this report.
27. The Business Support Grants Night Time Diversification Program budget is set out below:

Total cash budget for 2020/21	\$200,000
Total cash committed to previously approved applications	\$0
Total cash available for 2020/21 Round 1	\$200,000
Total number of eligible applications this allocation	31
Total cash value requested from applications	\$658,786
Total number of applications recommended for cash support	9
Total amount of cash funding recommended	\$100,413
Cash amount remaining for subsequent allocation of the program 2020/21	\$99,587

Business Support Grants - Place and Industry (grants are negotiated upon consultation for up to two years funding)

28. The Place and Industry category aims to support projects that promote local economies for the benefit of businesses, connect business to opportunities, grow business skills and capacity, and advocate on key issues on behalf of local business. The grants assist local businesses to increase awareness of local business offerings and experiences; increase footfall, patrons and spending in local retail precincts; improve access to industry information, upskilling and networking opportunities for local businesses; and strengthen advocacy by local chambers of commerce and precinct associations.
29. The program is only available to not-for-profit, members-based organisations with an economic focus, such as a chamber of commerce or industry association.
30. The assessment panel for the Place and Industry program consisted of members from City Business and Safety and Strategy, and Strategy, Urban Analytics and Communications teams as well as representatives from Jobs for NSW and NSW Department of Industry.
31. The applications recommended for the Place and Industry Program are outlined in Attachment E to this report, noting that some applications contained multiple projects, with some of the projects not recommended for funding.
32. The Business Support Grants Place and Industry Program budget is set out below:

Total cash budget for 2020/21	\$355,000
Total cash already committed to previously approved applications	\$5,000
Total cash amount available for 2020/21	\$350,000
Total number of eligible applications this allocation	12
Total cash value requested from applications	\$551,516
Total value-in-kind support requested from applications	\$0
Total number of applications recommended for cash and/or value-in-kind support	12
Total cash amount of funding recommended	\$350,000
Total amount of value-in-kind support recommended	\$0

Cash amount remaining for subsequent allocation of the program 2020/21	\$0
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Key Implications

Strategic Alignment - Sustainable Sydney 2030

33. Sustainable Sydney 2030 is a vision for the sustainable development of the City to 2030 and beyond. It includes 10 strategic directions to guide the future of the City, as well as 10 targets against which to measure progress. This report is aligned with the following strategic directions and objectives:
- (a) Direction 6 - Vibrant Local Communities and Economies - the recommended grant projects in this report contribute to fostering strong and sustainable local economies.
 - (b) Direction 7 - A Cultural and Creative City - the recommended grant projects in this report contribute to a city where opportunities for individual creative expression and participation in all its forms are visible, valued, and accessible and where business and creative opportunities for local artists, creative workers and cultural organisations are supported.

Organisational Impact

34. The grants and sponsorships contract management process will involve key staff across the City of Sydney. Identified staff set contract conditions and performance measures for each approved project, and review project acquittals, which include both narrative and financial reports. Staff from the Night Time City, Cultural Strategy and City Business teams will be the contract managers for the recommended grant recipients.

Social / Cultural / Community

35. The anticipated outcomes of this grant program include:
- (a) greater diversity of business offerings at night;
 - (b) safer, more vibrant and engaging commercial precincts after dark;
 - (c) a greater range of cultural activity offered in unexpected ways in new venues and spaces; and
 - (d) an increased quantity and quality of live music and performance venues and programming.
36. These outcomes will have positive impacts upon local creative industries and artists, the live music scene of Sydney, the global reputation of Sydney, and the cultural, social and creative experience of living, working or visiting in Sydney.

Economic

37. The anticipated outcomes of this grant program include:
- (a) an increase in later trading businesses capturing after-office-hours foot-traffic and increasing customer base;
 - (b) local businesses extending their product and service offerings, diversifying revenue streams;
 - (c) mutually beneficial partnerships between the creative, cultural and retail sectors and increased collaboration within local precincts;
 - (d) sustainability of existing live performance venues and the establishment of new live performance venues;
 - (e) increased awareness of precinct offerings and experiences as well as footfall and measurable patronage and spend in local retail precincts;
 - (f) improved access to industry/sector specific information, upskilling and networking opportunities for local businesses; and
 - (g) strengthened advocacy by local chambers of commerce and precinct associations on behalf of their members.
38. These outcomes will have a positive impact on local businesses, business and entertainment precincts and the city's economy.

Budget Implications

39. A total of \$572,334 in cash from the proposed 2020/21 cash budget, as follows:
- (a) Business Support Grant – Live Music and Performance – \$121,921 is provided in the draft budget of \$250,000;
 - (b) Business Support Grant - Night Time Diversification – \$100,413 is provided in the draft budget of \$200,000; and
 - (c) Business Support Grant - Place and Industry – \$350,000 is provided in the draft budget of \$355,000.

Relevant Legislation

40. Section 356 of the Local Government Act 1993. Section 356 of the Local Government Act 1993 provides that a council may, in accordance with a resolution of the council, contribute money or otherwise grant financial assistance to persons for the purpose of exercising its functions.
41. Section 356(3)(a) to (d) is satisfied for the purpose of providing grant funding to for-profit organisations because:
 - (a) the funding is part of the following programs:
 - (i) Business Support Grant:
 - Live Music and Performance;
 - Night Time Diversification; and
 - Place and Industry;
 - (b) the details of these programs have been included in Council's draft operation plan for financial year 2020/21;
 - (c) the program's proposed budgets do not exceed five per cent of Council's proposed income from ordinary rates for financial year 2020/21; and
 - (d) these programs apply to a significant group of persons within the local government area.

Critical Dates / Time Frames

42. Projects funded through this round of Business Support Grants will commence after 1 August and are expected to be completed within 12 months of the receipt of grant funds. Contracts will be developed for all successful applications after Council approval to ensure their funding is released in time for projects starting in August.

Public Consultation

43. For all programs open to application in Round One of the annual grants and sponsorship program for 2020/21, two question and answer sessions were held in Town Hall House to assist potential applicants with their applications on Thursday 13 February 2020, 4pm to 7pm and Tuesday 18 February 2020, 4pm - 7pm.
- (a) Fifty-six individual meetings were held during the question and answer sessions where prospective applicants sought advice from City staff about their project proposals and the application process.
 - (b) Sixty-four per cent of these attendees advised they had not applied for a City of Sydney grant previously.
 - (c) Fourteen per cent of these attendees requested a member of the Indigenous Engagement team to be present during their meeting.
44. Two additional question and answer meetings were held targeting Haymarket businesses due to the early impact of Covid-19 on Tuesday 3 March 2020 5pm – 7pm at Ultimo Community Centre and Wednesday 4 March 12pm to 2pm at the Darling Exchange Library.

EMMA RIGNEY

Director City Life

Alana Goodwin, Grants Program Coordinator

Attachment A

**Recommended 2020-21 – Live Music and
Performance Grant Program – Round One**

Business Support Grant

Recommended for Funding

Business Support Grant – Live Music and Performance Round 1 2020-21							
Organisation Name	Project Name	Project Description	\$ Amount Requested	VIK Requested	\$ Amount Recommended	VIK Recommended	Conditions
RECOMMENDED FOR FUNDING							
Brand X Productions Incorporated	Theatre Curtain Equipment Upgrade - East Sydney Community and Arts Centre, Darlinghurst.	A capital works project to purchase modular curtain drapes and rigging to better serve the venues function as a performance venue.	\$3,834	Nil	\$3,834	Nil	Subject to Owners Consent Applicant to confirm matched funding
Diamond Head Crew Pty Ltd	Audio, Lighting and DJ System Upgrade - Cricketers Arms, Surry Hills	A capital works project to upgrade audio, lighting and DJ system to enhance and increase live music, establishing the venue as a space for emerging live music and live performance.	\$13,671	Nil	\$12,321	Nil	Applicant to provide quotes Applicant to provide revised budget and live music program plan
Harbour City Auth Pty Ltd	Seating, Stage, Audio and Lighting Upgrade - Dulcie's Entertainment, Potts Point	A capital works project to upgrade the seating, stage, audio and lighting to expand their live music and performances.	\$15,299	Nil	\$15,299	Nil	Subject to development approval or evidence of exempt or complying development
Giant Losses Limited	Technical Equipment Upgrade - Giant Dwarf Theatre, Surry Hills	A capital works project to upgrade the technical equipment, such as subwoofers and speakers to enable the space to showcase regular live music from local and emerging artists.	\$5,000	Nil	\$5,000	Nil	Applicant to provide revised budget
Golden Age Cinema & Bar Pty Ltd	DJ Equipment - Golden Age Cinema and Bar, Surry Hills	A capital works project for DJ sets which would capture another live music audience.	\$7,017	Nil	\$7,017	Nil	Nil

Business Support Grant – Live Music and Performance Round 1 2020-21

Organisation Name	Project Name	Project Description	\$ Amount Requested	VIK Requested	\$ Amount Recommended	VIK Recommended	Conditions
RECOMMENDED FOR FUNDING							
Griffin Theatre Company Ltd	Upgrade Stage - Stables Theatre, Griffin Theatre Company, Darlinghurst	A capital works project to upgrade the staging to a new lightweight stage which can be reconfigured into different shapes/heights to achieve a greater creative and programming possibilities.	\$20,000	Nil	\$20,000	Nil	Applicant to confirm matched funding Subject to development approval or evidence of exempt or complying development
The Gaelic Club Ltd	Sound, Lighting and Disability Access Upgrade - The Gaelic Club, Surry Hills	A capital works project to upgrade sound, lighting and disability access to improve audience experience, access, and to expand the clubs programming.	\$4,176	Nil	\$4,176	Nil	Subject to development approval or evidence of exempt or complying development for disability access.
The New Theatre (Properties) Ltd	Roof Replacement - New Theatre, Newtown	A capital works project to replace the roof to safeguard the venue for continued live performance.	\$30,000	Nil	\$25,000	Nil	Applicant to confirm matched funding Subject to development approval or evidence of exempt or complying development
The Trustee for Newtown School of Arts	Roof and Acoustic Upgrade - Venue 505, Newtown	A capital works project to upgrade the roof and acoustic improvements to the heritage windows to help manage sound transfer and extend music programming.	\$30,000	Nil	\$20,000	Nil	Applicant to confirm matched cash funding. Applicant to provide revised budget.
Waxman Jones Pty Ltd	New Backline Equipment - MoshPit, Erskineville	A capital works project for new backline and amplifiers to streamline the logistics for live music events.	\$3,774	Nil	\$3,774	Nil	Nil
The Trustee for Yulli's Brews Unit Trust	Sound Desk - Yulli's Brews, Alexandria	A capital works project to upgrade the sound desk to improved quality and control of sound therefore expanding on the range of performers.	\$15,000	Nil	\$5,500	Nil	Applicant to provide arevised budget Applicant to provide quotes

Attachment B

**Not Recommended 2020-21 – Live Music and
Performance Grant Program – Round One**

Business Support Grant

Not Recommended for Funding

Business Support Grant – Live Music and Performance Round 1 2020-21				
Organisation Name	Project Name	Project Description	\$ Amount Requested	VIK Requested
NOT RECOMMENDED FOR FUNDING				
ABV & Co Pty Ltd	Acoustic Panelling and Furniture - Papa Gede's Entertainment, Sydney	A capital works project to purchase and install equipment, including acoustic panelling and furniture, to have performances, live music and stand-up comedy.	\$16,470	Nil
Indigo Project Psychologists Pty Ltd	Fees and Marketing - The Indigo Project, Surry Hills	Not a capital works project. Requesting funding for fees and marketing costs to evolve the event, by inviting live performances from Australian-based electronic and experimental music artists to play live.	\$10,000	Nil
Little Pocket Group Pty Ltd	Entertainment - Button Bar, Surry Hills	This application is not requesting capital works but funding for programming and covering of artists fees.	\$30,000	Nil
M87 Pty Ltd	Live Streaming and Archiving Equipment - Knox St Bar, Chippendale	A capital works project for equipment to live-stream and archive performances including an A/V system to support storytellers and performers to distribute their work to a broader audience.	\$14,439	Nil
National Art School	Outdoor Audio System - NAS Café Bar, Darlinghurst	A capital works project to purchase an outdoor audio system to present live performances and diverse arts events.	\$30,000	Nil
Rebel and Rogue Music Pty Ltd	Recording Studio - The Vanguard, Newtown	A capital works project to upgrade the audio equipment to offer affordable and accessible recording studio facilities to local musicians and artists performing at the venue.	\$17,835	Nil
The Trustee for G Capital No. 1 Trust	Live Music and Performance Upgrade, Casa Ristorante Italiano, King Street Wharf	Upgrade equipment to introduce nightly live acoustic music, and hold interactive classes in pizza-making and cocktail, gin and whisky making.	\$30,000	Nil

Business Support Grant – Live Music and Performance Round 1 2020-21

Organisation Name	Project Name	Project Description	\$ Amount Requested	VIK Requested
NOT RECOMMENDED FOR FUNDING				
The Trustee for G Capital No. 3 Trading Trust	Sound System and Acoustics Upgrade - Meat District Co, King Street Wharf, Sydney	A capital works project to upgrade sound system and acoustics to introduce live music entertainment and drink mixing master classes.	\$28,311	Nil
The Trustee for Glory Property III Investment Trust	Sound Equipment Upgrade - Zeta Bar, Hilton Sydney, Sydney	A capital works project to upgrade the sound equipment in the venue to provide quality sound output for live music and entertainment.	\$18,262	Nil
The Trustee for KS Trading Trust	Sound System Upgrade - Harbour Bar & Kitchen, Darling Harbour	A capital works project to upgrade the sound system to increase live performances and cocktail master classes.	\$17,521	Nil
The Trustee for Platinum World Trust	Music Upgrade Through Live Entertainment	Acoustic live music entertainment available every Friday and Saturday. Cocktail Masterclasses and Pizza classes are also available on a weekly basis to customers.	\$30,000	Nil
The Trustee for ST Trading Trust	Planar Live Gigs, at Planar Restaurant, Darling Harbour	Introduction of live acoustic performances on weekends to enhance the existing dining experience.	\$28,000	Nil

Attachment C

**Recommended 2020-21 – Night Time
Diversification Grant Program – Round One**

Business Support Grant

Recommended for Funding

Business Support Grant – Night Time Diversification Round 1 2020-21							
Organisation Name	Project Name	Project Description	\$ Amount Requested	VIK Requested	\$ Amount Recommended	VIK Recommended	Conditions
RECOMMENDED FOR FUNDING							
Alys Rachel Dinsmore	Workshops at Unpicked Studio, Waterloo	Weekly evening sessions and monthly weekend workshops to provide pattern making and sewing lessons to the public to inspire creativity and pattern making.	\$7,300	Nil	\$7,300	Nil	Nil
Crossover Dance Studios Pty Ltd	Workshops at Crossover Dance Studios, Sydney	Monthly workshops to share knowledge of the history and culture of various styles of street and classical dance hosted by local street dancers.	\$2,800	Nil	\$2,800	Nil	Nil
Digital Storytellers Limited	Storytelling After Dark Workshops, Impact Story Lab, William Street Creative Hub, Darlinghurst	Twelve filmmaker led workshops for members of the public to create social and environmental impact films using smartphones, culminating in a film screening for participants and others.	\$10,300	Nil	\$10,300	Nil	Nil
Ghost Jams Pty Ltd	Tiny Bubbles Fermentation Events, Bitter Phew Bar, Darlinghurst	A series of monthly weekend programs on fermentation of products including breads, meats, cheeses, pickles, beer, wine and including expert chefs and food producers.	\$15,000	Nil	\$15,000	Nil	Nil

Business Support Grant – Night Time Diversification Round 1 2020-21

Organisation Name	Project Name	Project Description	\$ Amount Requested	VIK Requested	\$ Amount Recommended	VIK Recommended	Conditions
RECOMMENDED FOR FUNDING							
Green Gourmet Kitchen Pty Limited	Vegducation Nights at Green Gourmet, Newtown	A monthly interactive education session consisting of cooking classes and seminars focused on the increasingly popular modern plant based and vegan lifestyle.	\$10,953	Nil	\$10,953	Nil	Nil
Griffin Theatre Company Ltd	Scratch at Griffin Theatre Company, Kings Cross	A free program on four Friday nights throughout the year showcasing new writing voices in Australian theatre, offering professional pathways.	\$16,000	Nil	\$10,000	Nil	Applicant to provide revised budget
Ms. Cattea Pty Ltd	Evening Workshops at Ms Cattea Tea Society, Potts Point	Twice-weekly evening workshops on the culture and history of tea and related topics in collaboration with artisans and local businesses.	\$26,000	Nil	\$10,000	Nil	Applicant to provide revised budget
Stilone Pty Ltd	Literary Dinners at The Bookshop, Darlinghurst	A monthly literary dinner hosted by an invited author, held at local restaurant, Thai Nesia to revitalise Oxford Street.	\$14,060	Nil	\$14,060	Nil	Nil
Waxman Jones Pty Ltd	So King...Not Bo Ring: Mondays and Tuesdays at MoshPit, King Street Erskineville	Providing live music to extend appeal and attract custom early in the week where the venue is currently closed or poorly attended.	\$25,635	Nil	\$20,000	Nil	Applicant to provide revised budget and narrative

Attachment D

**Not Recommended 2020-21 – Night Time
Diversification Grant Program – Round One**

Business Support Grant

Not Recommended for Funding

Business Support Grant – Night Time Diversification Round 1 2020-21				
Organisation Name	Project Name	Project Description	\$ Amount Requested	VIK Requested
NOT RECOMMENDED FOR FUNDING				
107 Projects Incorporated	The Art Service Series at 107 Projects, Redfern	Free fortnightly avant-garde music nights expanding on the existing Wednesday program of visual, performance and interactive art.	\$22,560	Nil
ABV & Co Pty Ltd	Live Music and Comedy at Papa Gede's Bar, Clarence Street, Sydney	Several events per week in a small bar, including emerging solo artists performing original music, and stand-up comedy performers.	\$26,140	Nil
Amalgamated Hotels Pty Limited	Happy Magazine issue launch Events at the Marlborough Hotel, Newtown	Four events with bands and DJs to launch Marly X Happy Magazine's quarterly issues.	\$18,000	Nil
Amalgamated Hotels Pty Limited	Live Music, Comedy, and Cabaret at the Bank Hotel, Newtown	Monthly programming of live music, comedy and cabaret on Wednesday evenings before the Birdcage dance party, for the LGBTQIA+ community.	\$20,000	Nil
Big Beat (Australia) Pty Limited	Stage Shows at Home the Venue, Sydney	A series of stage productions utilising this diverse venue to attract young and up and coming producers of cabaret, comedy, burlesque and art shows.	\$20,000	Nil
Burdekin Hotel Group Pty. Ltd.	Weekly Live Music at the Burdekin Hotel, Darlinghurst	A weekly scheduling of live music, featuring an array of local and international bands in the rock, punk and metal scenes.	\$30,000	Nil
Carolyn Louise Whitford	Late Night Traders at Six Different Retailers in Potts Point	Over four evenings six retailers will host events focusing on local artists, designers and performers, curating events that suit the business and cross-promoting with other businesses in the area.	\$27,500	Nil

Business Support Grant – Night Time Diversification Round 1 2020-21

Organisation Name	Project Name	Project Description	\$ Amount Requested	VIK Requested
NOT RECOMMENDED FOR FUNDING				
Claire's Kitchen Trading Pty Ltd	Le Salon Dada Dinner and Show at Claire's Kitchen, Darlinghurst	A weekly themed dinner party with six courses and six immersive acts, inspired by Rothschild's lavish costume parties of the 1970s and the art of Salvador Dali and other artists.	\$25,000	Nil
Ghost Jams Pty Ltd	Beer and Food Festival at Several locations throughout Surry Hills and Darlinghurst.	A ten-day festival focusing on craft beer, food pairing, information sessions and creating walking trails between the Surry Hills and Darlinghurst venues.	\$30,000	Nil
Golden Age Cinema & Bar Pty Ltd	Gold Tracks at Golden Age Cinema & Bar, Surry Hills	Monthly DJ sets to increase the amount and variety of live music.	\$20,000	Nil
Mad Fer It Promotions Pty Ltd	Live Music at the Botany View Hotel, Newtown	Monthly live music shows with young and emerging artists as support acts, helping enliven the southern end of King Street.	\$30,000	Nil
Maycar Pty Ltd & Sampdoria Pty Limited	Diversification Project - Candys Apartment, Potts Point	Regular entertainment for residents and visitors which will increase employment of students, locals, and providing additional support for employees with language, learning and employment barriers. Regular on-going communications with stakeholders.	\$30,000	Nil
National Art School	Summer Sundays Live Music Evening Performances at the Cell Block Theatre, Darlinghurst	Four live music evening performances featuring women songwriters, held monthly in summer, in a heritage building, and hosted by the National Art School.	\$30,000	Nil
Paramount Recreation Club Pty Ltd	Supper Club at Paramount Recreation Club, Surry Hills	Monthly casual dinners bringing together local chefs and musicians to help engage the local neighbourhood. Acts will be diverse, inclusive and representative of our youthful, open-minded, and progressive local community.	\$13,308	Nil
Provincial Kitchens NSW Pty Ltd	Lifestyle and Industry Events at Provincial Kitchens Home, Redfern	A series of lifestyle events for the general public, as well as the design and construction industry to enhance education and networking opportunities.	\$21,140	Nil
S-Data Investments Sydney Pty Limited	Let Us Entertain You at Hard Rock Café, Sydney	A nightly entertainment program at the Hard Rock Café, including open mic night, pub quiz and ladies' night, increasing foot traffic to the area.	\$30,000	Nil

Business Support Grant – Night Time Diversification Round 1 2020-21

Organisation Name	Project Name	Project Description	\$ Amount Requested	VIK Requested
NOT RECOMMENDED FOR FUNDING				
Seventh Street Media Pty Limited	Karaoke with the Stars at Potts Point Hotel, Potts Point	A series of inclusive and unique evening events whereby famous Australian Music Artists will sing karaoke through the night with patrons.	\$27,200	Nil
Small Holes Media Pty Ltd	Speakeasy at Since I Left You (SILY), Sydney	Monthly live poetry slam evening with acoustic music and signature cocktails.	\$13,000	Nil
The Sydney Fringe Incorporated	Sydney Fringe Ignite at The Rocks	A 30-day event including live music and performance, a three week season of immersive theatre event, pop-up performances within tenancies within The Rocks Precinct and late night music programming on weekends.	\$30,000	Nil
The Trustee for Cook Purton Trust	The Secret Tart! at The Silly Tart Kitchen, Potts Point	Over four evenings, local performers will showcase the 1920's Battle of Kellie St. through cabaret and live music including food, drinks and entertainment from the 1920's-1930's.	\$16,890	Nil
The Trustee for Potts Point Hotel Unit Trust	Weekly programming at Potts Point Hotel, Potts Point	Weekly entertainment to include cabaret, jazz, comedy, burlesque and open mic nights.	\$30,000	Nil
The Trustee for The Palace Hotel Unit Trust	Two Boutique Entertainment Spaces at The Palace Hotel, Sydney	Post theatre shows audiences, will be welcomed back to a boutique entertaining spaces for smaller Jazz /Quirky style performances. The space will be created from the Brasserie area.	\$20,000	Nil
Big Beat (Australia) Pty Limited	Stage Shows at Home the Venue, Sydney	A series of stage productions utilising this diverse venue to attract young and up and coming producers of cabaret, comedy, burlesque and art shows.	\$20,000	Nil
Burdekin Hotel Group Pty. Ltd.	Weekly Live Music at the Burdekin Hotel, Darlinghurst	A weekly scheduling of live music, featuring an array of local and international bands in the rock, punk and metal scenes.	\$30,000	Nil
Carolyn Louise Whitford	Late Night Traders at Six Different Retailers in Potts Point	Over four evenings six retailers will host events focusing on local artists, designers and performers, curating events that suit the business and cross-promoting with other businesses in the area.	\$27,500	Nil

Business Support Grant – Night Time Diversification Round 1 2020-21

Organisation Name	Project Name	Project Description	\$ Amount Requested	VIK Requested
NOT RECOMMENDED FOR FUNDING				
Claire's Kitchen Trading Pty Ltd	Le Salon Dada Dinner and Show at Claire's Kitchen, Darlinghurst	A weekly themed dinner party with six courses and six immersive acts, inspired by Rothschild's lavish costume parties of the 1970s and the art of Salvador Dali and other artists.	\$25,000	Nil
Ghost Jams Pty Ltd	Beer and Food Festival at Several locations throughout Surry Hills and Darlinghurst.	A ten-day festival focusing on craft beer, food pairing, information sessions and creating walking trails between the Surry Hills and Darlinghurst venues.	\$30,000	Nil
Golden Age Cinema & Bar Pty Ltd	Gold Tracks at Golden Age Cinema & Bar, Surry Hills	Monthly DJ sets to increase the amount and variety of live music.	\$20,000	Nil
Mad Fer It Promotions Pty Ltd	Live Music at the Botany View Hotel, Newtown	Monthly live music shows with young and emerging artists as support acts, helping enliven the southern end of King Street.	\$30,000	Nil
Maycar Pty Ltd & Sampdoria Pty Limited	Diversification Project - Candys Apartment, Potts Point	Regular entertainment for residents and visitors which will increase employment of students, locals, and providing additional support for employees with language, learning and employment barriers. Regular on-going communications with stakeholders.	\$30,000	Nil
National Art School	Summer Sundays Live Music Evening Performances at the Cell Block Theatre, Darlinghurst	Four live music evening performances featuring women songwriters, held monthly in summer, in a heritage building, and hosted by the National Art School.	\$30,000	Nil
Paramount Recreation Club Pty Ltd	Supper Club at Paramount Recreation Club, Surry Hills	Monthly casual dinners bringing together local chefs and musicians to help engage the local neighbourhood. Acts will be diverse, inclusive and representative of our youthful, open-minded, and progressive local community.	\$13,308	Nil
Provincial Kitchens NSW Pty Ltd	Lifestyle and Industry Events at Provincial Kitchens Home, Redfern	A series of lifestyle events for the general public, as well as the design and construction industry to enhance education and networking opportunities.	\$21,140	Nil

Attachment E

**Recommended 2020-21 – Place and Industry Grant
Program – Round One**

Business Support Grants

Recommended for Funding

Business Support Grants – Place and Industry 2020-21							
Organisation Name	Project Name	Project Description	\$ Amount Requested	VIK Requested	\$ Amount Recommended	VIK Recommended	Conditions
RECOMMENDED FOR FUNDING							
Australian Fashion Council Ltd	Project 1 - AFC Designers Abroad Export Development Activities, CBD	Three export development workshops, plus networking events to assist emerging local fashion labels to become global brands.	\$35,000	Nil	\$20,000	Nil	Nil
Australian Fashion Council Ltd	Project 2 - AFC Responsible Fashion Workshops	A series of four workshops educating local fashion labels on responsible practices affecting sustainability and ethics, with key experts from like-minded businesses.	\$20,000	Nil	\$20,000	Nil	Nil
Australian Fashion Council Ltd	Project 3 - City of Sydney AFC Flagship Retail Space, CBD	A premium retail space which emerging Australian fashion labels can occupy for a short period of time to “activate” their brand and experience bricks-and-mortar retail.	\$40,000	Nil	Nil	Nil	Nil
CBD Sydney Chamber of Commerce Limited	Project 1 - Education Events for Retail, Tourism and Hospitality Businesses.	Three events on topics including technology, new delivery platforms and City of Sydney support opportunities, to grow businesses' capabilities.	\$7,300	Nil	\$7,300	Nil	Nil

Business Support Grants – Place and Industry 2020-21

Organisation Name	Project Name	Project Description	\$ Amount Requested	VIK Requested	\$ Amount Recommended	VIK Recommended	Conditions
RECOMMENDED FOR FUNDING							
CBD Sydney Chamber of Commerce Limited	Project 2 - Extend the CBD Roundtable Pilot into Key CBD business verticals for Financial Allied Health and Technology Businesses	A series of three CBD Roundtable events for targeted groups of businesses to extend their business skills and capacity through collaboration.	\$10,950	Nil	\$10,950	Nil	Nil
Darlinghurst Business Partnership Incorporated	Project 1 - #DoDarlo - Collaborative Custer Initiatives, Darlinghurst	Combining Business to Business networking events with practical workshops, #DoDarlo will build members' skills in marketing and produce on-going events in Darlinghurst in cooperation with like-minded businesses.	\$25,000	Nil	\$15,000	Nil	Nil
Darlinghurst Business Partnership Incorporated	Project 2 - VESPA East Sydney Destination Marketing Collaboration, Darlinghurst	Execution of a comprehensive destination marketing strategy aimed primarily at independent international and domestic tourists, in collaboration with Potts Point and Surry Hills Business Chambers.	\$26,000	Nil	\$26,000	Nil	Applicant to provide letters of support from partner Chambers for VESPA initiative
Digital Storytellers Limited (Social Enterprise Council of NSW and ACT Ltd)	Project 1 - Sydney Social Enterprise Event Series 2020-21, Darlinghurst	The Social Enterprise Event Series, including workshops, networking functions, and digital platforms will raise awareness and provide connections between enterprises.	\$25,750	Nil	\$25,750	Nil	Nil

Business Support Grants – Place and Industry 2020-21

Organisation Name	Project Name	Project Description	\$ Amount Requested	VIK Requested	\$ Amount Recommended	VIK Recommended	Conditions
RECOMMENDED FOR FUNDING							
Haymarket Chamber of Commerce	Project 1 - Chinatown Pops, Haymarket	A series of events featuring local performers, DJs and live music in Chinatown to reinvigorate the district, supported by a social media campaign.	\$25,000	Nil	\$25,000	Nil	Applicant to provide a detailed project plan and revised budget
Night Time Industries Association Incorporated	Project 1 - Night Time Economy Industry Development Initiative, Across the City of Sydney	A series of six events to increase the knowledge, skills and networks of existing or future night time economy sector with local businesses in the City of Sydney.	\$24,000	Nil	\$24,000	Nil	Nil
Paddington Chamber of Commerce Inc.	Project 1 - Way Finding Map	Update and re-issue the Visit Paddington Map for the general public and tourists to benefit local businesses and the precinct.	\$7,800	Nil	\$7,800	Nil	Nil
Paddington Chamber of Commerce Inc.	Project 2 - Brand Promotion 'Visit Paddington'	Enhance the Visit Paddington brand and map by utilising websites and social media, strategic advertising and showcase displays in business windows for promotion.	\$17,000	Nil	\$17,000	Nil	Nil
Paddington Chamber of Commerce Inc.	Project 3 - Business Newsletters and Networking	A series of six social and information evening events to provide skill sharing opportunities for the businesses in Paddington Village.	\$3,000	Nil	\$3,000	Nil	Nil

Business Support Grants – Place and Industry 2020-21

Organisation Name	Project Name	Project Description	\$ Amount Requested	VIK Requested	\$ Amount Recommended	VIK Recommended	Conditions
RECOMMENDED FOR FUNDING							
Potts Point Partnership Incorporated	Project 1 - Potts Point Highlife Art Deco Festival	A five day event that celebrates the unique heritage, community lifestyle and business thoroughfares, through music performances, daily historical walks and other programming staged in Potts Point, Kings Cross and Elizabeth Bay.	\$30,000	Nil	\$20,000	Nil	Applicant to provide a detailed project plan and revised budget
Potts Point Partnership Incorporated	Project 2 - Partnership Business Networking, Engagement and Learning Development Forums	A series of networking events for skills development for local businesses.	\$6,500	Nil	\$6,500	Nil	Nil
Potts Point Partnership Incorporated	Project 3 - Kings Cross and Potts Point Research - Night Time Economy Visitor Survey	The Visitor Survey will research and analyse the drivers and barriers to visits by Sydneysiders on which to base a strategy to boost visitor numbers to support local businesses.	\$25,750	Nil	\$20,000	Nil	Nil
Pymont - Ultimo Chamber of Commerce and Industry Inc	Project 1 - Advocate: Annual Business Sentiment Survey	To Conduct a Business Sentiment Survey to collect data about the Pymont Ultimo Precinct's business connections.	Year 1 - \$13,700 Year 2 - \$13,700	Nil	\$13,700 (Year 1 only)	Nil	Applicant to engage professional research consultant to advise on the design and deliver of research

Business Support Grants – Place and Industry 2020-21

Organisation Name	Project Name	Project Description	\$ Amount Requested	VIK Requested	\$ Amount Recommended	VIK Recommended	Conditions
RECOMMENDED FOR FUNDING							
Pymont - Ultimo Chamber of Commerce and Industry Inc	Project 2 - Connect: Networking Events and E-Newsletters that Connect Businesses to Opportunities.	An ongoing series of quarterly networking events to connect businesses physically and digitally so they can stay ahead of any issues affecting them locally and globally.	\$22,266	Nil	\$15,000	Nil	Nil
Pymont - Ultimo Chamber of Commerce and Industry Inc	Project 3 – Advocate: Tourism Destination Pymont	Conduct research to understand the uniqueness of Pymont Ultimo as a destination for tourism and to assist locality branding.	\$12,800	Nil	Nil	Nil	Nil
Sydney Gay and Lesbian Business Association Incorporated	Project 1 - Fruits in Suits	A series of regular networking events and the promotion of LGBTIQ professionals in the business community to provide business opportunities to members and guests.	\$30,000	Nil	\$15,000	Nil	Nil
The Surry Hills Creative Precinct Incorporated	Project 1 - Local Multi-Platform Content Marketing for 2020/21	A marketing program to generate engagement from customers and to increase customer loyalty/support for local small businesses.	\$30,000	Nil	\$20,000	Nil	Nil
The Surry Hills Creative Precinct Incorporated	Project 2 - Local Business Concierge	The development of a Business Concierge Service to give local businesses the opportunity to connect to available programs and resources.	\$30,000	Nil	Nil	Nil	Nil

Business Support Grants – Place and Industry 2020-21

Organisation Name	Project Name	Project Description	\$ Amount Requested	VIK Requested	\$ Amount Recommended	VIK Recommended	Conditions
RECOMMENDED FOR FUNDING							
The Surry Hills Creative Precinct Incorporated	Project 3 - Regular Networking Events - Salon	A monthly creative networking event for local business owners to learn of opportunities develop and to improve skillset.	\$30,000	Nil	\$15,000	Nil	Nil
Walsh Bay Precinct Partnership Inc	Project 1 - Networking Events	Two events to increase business engagement and opportunities by bringing together key arts and business members and Walsh Bay residents.	\$15,000	Nil	\$15,000	Nil	Nil
Walsh Bay Precinct Partnership Inc	Project 2 - Communications	Increase the digital exposure of the Chamber with production of a professional website, social media platforms and a members' and community newsletter.	\$15,000	Nil	\$8,000	Nil	Nil
Walsh Bay Precinct Partnership Inc	Project 3 - Destination Marketing	A marketing program to raise the profile and showcase Walsh Bay as a unique destination to experience the arts and hospitality industries.	\$10,000	Nil	Nil	Nil	Nil