

10.7. The Sydney Library of Things: renewal of lease at The Coal Loader

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| ATTACHMENTS | 1. Draft Coal Loader workshop space licence agreement 2024 [10.7.1 - 4 pages] |
| CSP LINK | 1. Our Living Environment 1.2 Environmentally sustainable community |

PURPOSE:

The purpose of this report is to provide an overview of the achievements of the volunteer organisation, The Sydney Library of Things, throughout their tenure in the Coal Loader Workshop space. The report also seeks approval to renew the Coal Loader Workshop licence agreement between Council and The Sydney Library of Things for a further five years.

EXECUTIVE SUMMARY:

- In February 2021, Council approved the trial of a community tool library at the Coal Loader Centre for Sustainability run by the volunteer, non-profit group, The Sydney Library of Things (TSLoT).
- A licence agreement for the tenure of the Coal Loader Workshop space was signed in November 2021 for a trial period of 12 months. Due to the ongoing impacts of COVID-19 on the group's establishment and functioning, the trial period was extended to a period of three years to allow sufficient time for the circular economy concept and volunteer group to grow.
- Since establishment, TSLoT has grown to include 36 volunteers, 158 active memberships, and has completed 1,607 loans from 350 items available to borrow.
- TSLoT has requested to continue its occupancy of the Coal Loader Workshop space and is seeking approval to renew the licence agreement for a period of five years.

RECOMMENDATION:

1. THAT the licence agreement between Council and The Sydney Library of Things for the Coal Loader Workshop space be renewed for a period of five years.

Background

Councils' key strategic documents, including the Community Strategic Plan - *North Sydney Vision 2040*, and the *North Sydney Environmental Sustainability Strategy 2030* (ESS 2030), list sustainability as both a core value and priority action for North Sydney.

The ESS 2030 has set ambitious targets around carbon emissions reduction and resource recovery including:

- a 65% reduction in community GHG emissions (on 1996 levels) by 2030;
- a 10% reduction in tonnes of waste generation per household (from 19/20 levels) before 2030; and
- 70% waste diversion from landfill before 2030.

Achieving these targets requires a multi-faceted approach and the development of circular economy initiatives, in addition to engaging residents in the reuse and repair economy, has been highlighted as a priority activity.

Report

The Sydney Library of Things (TSLoT) is a non-profit volunteer organisation that has been occupying the Coal Loader Workshop space since November 2021. The library provides the local community with access to a collection of extremely useful but occasionally used items, that can be loaned out for short periods of time.

Following Council approval in February 2021, the Coal Loader Workshop space was allocated to TSLoT for a 12-month trial period. Due to the ongoing impacts of Covid-19 on the group's establishment and functioning, it was agreed by Council staff to extend the trial period to three years to allow sufficient time for the circular economy concept and the volunteer group to grow.

From humble beginnings, TSLoT North Sydney has grown from three to 36 volunteers; has a library of 350 items available to borrow; has 158 active memberships and 667 members in total, and has made a total of 1,607 loans. The group has also managed to create a successful social media profile that includes 4,259 Facebook and 2,160 Instagram followers.

Table 1 below shows the ten most-borrowed items from TSLoT. As shown, small appliances, electrical, and gardening equipment are the most popular items for North Sydney residents. Based on results from the Charitable Reuse Australia - Reuse Impact Calculator, we can quantify approximately 1,405kg CO2 emissions have been saved from those items.

| Item | Category | Loans | CO2 Emissions Saved (approx per item) |
|--------------------------|---------------------|-------|---------------------------------------|
| Electric Hedge Trimmer | Gardening Equipment | 37 | 167kg |
| Food Dehydrator, 6 shelf | Small appliance | 32 | 167kg |
| Water Pressure Washer | Gardening Equipment | 31 | 167kg |
| Gazebo Oztrail 3mx3m | Canopies | 28 | 190kg |

| Item | Category | Loans | CO2 Emissions Saved (approx per item) |
|-----------------------|------------------|-------|---------------------------------------|
| Ice Cream Maker | Small appliance | 22 | 167kg |
| Triangle Sander | Electrical | 23 | 167kg |
| 18.5m extension cord | Electrical | 23 | 167kg |
| Folding Trestle Table | Trestles | 23 | 22kg |
| Bread Maker | Small appliance | 22 | 167kg |
| Bunting -Yellow | Party and Events | 21 | 8kg |

Table 1 TSLoT Top 10 Items

TSLoT volunteers are integral to the success of the program and perform key tasks across the organisation including front desk duties, marketing and promotion, and maintenance. In addition, it is from this volunteer base that 12 repairers for 'The Fix-It Hub', Council's monthly repair program, have been sourced.

Beginning as an eight-month trial in November 2023, The Fix-It Hub has since been integrated as a monthly workshop as part of the Coal Loaders FY24/25 education program. In the eight Fix-It Hubs held to date, there has been 167 items repaired across the categories of small electrical, clothing, jewellery, furniture and tool sharpening.

To ensure the continuation of the circular economy hub at the Coal Loader and to build on the success of initiatives to date, TSLoT have requested a renewal to the licence agreement for the Coal Loader Workshop space for a period of five years. A draft licence agreement is provided in Attachment 1.

Options

Council has the following options in relation to this matter:

1. Do nothing/take no action
2. Approve licence agreement between Council and TSLoT for a period of five years.

These options are assessed in the table below.

| Option | Finance/Resourcing | Risk/Opportunity | Consultation |
|--------|--|---|---------------|
| 1. | No financial or resourcing implications. | <p>TSLoT will end its occupancy of the Coal Loader Workshop space and the circular economy initiatives at the Coal Loader will likely cease.</p> <p>Opportunity for future collaborations on circular economy initiatives at the Coal Loader will be reduced.</p> | Not required. |

| Option | Finance/Resourcing | Risk/Opportunity | Consultation |
|---------------|---|---|---------------------|
| 2. | Minimal financial and resourcing implications. TSLot administer program. Fix-It Hub continues to be funded through Councils existing Environment Levy funding and operates as part of Coal Loader programming. | Opportunity to continue to grow the circular economy hub and initiatives at the Coal Loader. Minimal risk that the organisation disestablishes in this time. | Not required. |

Option 2, is recommended for the following reasons:

- Minimal financial and resourcing implications for Council. Current administrative and operating arrangements will remain in place. Environmental Levy funds will be used for the Fix-It Hub as per existing budget allocations.
- Opportunity for Council to continue collaboration with TSLot on circular economy initiatives.
- Minimal risk of the organisation disestablishing. If this did occur the Coal Loader Workshop space would return to pre-existing condition.
- No community consultation required.

Consultation requirements

Community engagement is not required.

Financial/Resource Implications

Minimal financial and resourcing contribution from Council is required and will be delivered as per current arrangements and through existing Environmental Levy budget allocations.



COAL LOADER WORKSHOP LICENCE AGREEMENT

THIS IS A LICENCE AGREEMENT BETWEEN:

Sydney Library of Things Inc (“the Participant”) of 3 Seville St, LANE COVE, NSW
2066 (ABN. 63116407481)

And

North Sydney Council (“the Council”) of 200 Miller Street, NORTH SYDNEY, NSW
2060 (ABN. 32353260317)

by which the Council agrees to grant a licence to the Participant for the shared use of the property on the following terms and conditions:

Recitals

- (a) The Coal Loader aims to encourage sustainable behaviours in the North Sydney community by providing selected Participants with a workshop space to support and showcase local and regional environmental sustainability community initiatives.
- (b) Participants contribute to the North Sydney community by providing environmental sustainability services, programs or workshops on a not-for-profit basis.
- (d) Participants agree to abide by the terms of this Licence Agreement.

1. Term of occupancy

The Council will provide the Participant with the use of the Property (the Property being The Coal Loader Workshop, 2 Balls Head Drive Waverton) seven days a week between the hours of 8:00am and 6:00pm for a 5 - year period from # to #.

The Participant will have exclusive use of provided Property. All materials associated with the Participant’s occupancy of the space must be securely stored and the Property locked at the end of each use. The remainder of the workshop must remain available for other Council related use. The maximum number of weeks any Participant may participate in this program is 260 weeks consecutively including set up and returning the space to its original condition.

2. Financial Assistance

With the exception of competitive grants, the Council will not provide the Participant with any financial support before, during or after the licence agreement.

3. Fees

The Property is offered free of charge to the Participant for the duration of the tenancy. Utility costs associated with running the workshop space, will be incurred by Council.

4. Participant's Responsibilities

The Participant is responsible for:

- (a) identifying all Health and Safety risks by reviewing the Risk Management Plan and adding to where necessary;
- (b) keeping the property in a clean and tidy manner at all times;
- (c) ensuring all equipment loaned from the space is in good and safe working order, eg: by implementing a regular maintenance program;
- (d) regularly (at least every 12 months) tagging and testing all electric equipment;
- (e) providing guidance to borrowers to ensure they know how to use borrowed items and are aware of, and can mitigate against, any associated risks, eg: by identifying reliable sources where borrowers can obtain further information for high risk items;
- (f) immediately reporting to Council any safety issues, breakage, loss or damage to the property;
- (g) reimbursing Council costs incurred to rectify any breakage, loss or damage to the property caused by the Participant;
- (h) maintaining the security of the property and surrounding premises;
- (i) not interfering or altering any of the electrical installations, lighting, plumbing or other technical equipment without written consent from Council;
- (j) restricting water and electricity usage to minimal requirement;
- (k) removing all equipment, materials and rubbish from the property at the end of the tenancy;
- (l) not smoking inside the premises;
- (m) obtaining adequate public liability insurance cover within 7 days of signing the licence agreement and prior to commencing the tenancy period;
- (n) gaining written approval from Council before any of these responsibilities are varied;
- (o) obtaining permission for vehicle access;
- (p) ensuring safety of all visitors brought onto the property;
- (q) providing 6 monthly membership and activity reports to Council;
- (r) maintaining good relations with neighbouring users of the site, including the artist in residence, specifically regarding noise; and
- (s) returning the space to its original condition when vacating in accordance with the terms of this agreement.

5. Council Responsibilities

- (a) rectifying any safety issues, breakage, loss or damage to the property; and
- (b) maintaining electrical installations, lighting, plumbing and other technical equipment.

6. Prohibited

- (a) overnight stays or use of the space beyond the agreed operational hours;
- (b) changing of locks without permission of Council;
- (c) adding fixtures to the property without the written consent of Council;
- (d) using the property for uses other than agreed use;
- (e) vehicle access outside of agreed times.

7. Insurance and Indemnity

- (a) Council does not accept liability for any loss or damage to equipment or personal effects of the Participant. It is the obligation of the Participant to take out adequate insurance for all personal property.
- (b) The participant must be insured for legal liability to the public in respect of personal injury and property damage for a limit of indemnity not less than \$20 million (AUD) and note Council as an interested party.
- (c) The Participant holds Council harmless, and releases and indemnifies and keeps released and indemnified, from and against all actions, suits, claims, demands, costs, charges and expenses for which Council, or employees may be held liable in respect of any loss, damage, accident or injury of whatsoever nature or kind and however sustained or occasioned and whether to property or persons in connection with the use of the Coal Loader Workshop Space.

8. Termination

This agreement may be terminated:

- (a) by the Participant by giving 14 days' notice in writing to the Council of their intention to vacate the property;
- (b) by the Council if the Participant is in breach of any of their obligations under this Licence. The Council must give written notification of the breach to the Participant, who shall have 7 days within which to remedy the breach. If the breach remains un-remedied after this period, the Council can give the Participant 7 days' notice to vacate the property;
- (c) Participants' licence agreement is on an ongoing monthly rolling basis, for the program length stated in Clause 1. North Sydney Council will provide 28 days' notice to participants to terminate the licence agreement should the property be required for other Council use.

9. Copyright and Ownership

- (a) The Participant will acknowledge Council in any promotion of the use of the Property;
- (b) The Council may reproduce images and text for the purposes of promoting the use of Council property, in Council Reports, Council Newsletters, on Council's website and on Councils Social Media sites;

10. Entire Agreement and Amendment

This agreement constitutes the entire Licence Agreement between the parties and may only be amended in writing signed by both parties.

11. Disputes

The Participant agrees to contact Council immediately if any conflicts arise;

12. Jurisdiction

The agreement shall be construed in accordance with the laws of New South Wales.

Signed for and on the Participant:

Print

name:

Date:

Signed for and on behalf of the Council:

Print name:

Date: