



# **COUNCIL MEETING**

## **AGENDA**

**Wednesday 13 September 2023**

**Commencing at 7:00pm**

**Wycheproof Supper Room  
367 Broadway, Wycheproof**

**Wayne O'Toole  
Chief Executive Officer  
Buloke Shire Council**

## ORDER OF BUSINESS

### 1. COUNCIL WELCOME AND STATEMENT OF ACKNOWLEDGEMENT

#### WELCOME

The Mayor Cr Alan Getley will welcome all in attendance.

#### STATEMENT OF ACKNOWLEDGEMENT

The Mayor Cr Alan Getley will acknowledge the traditional owners of the land on which we are meeting and pay our respects to their Elders and to the Elders from other communities who maybe here today.

### 2. RECEIPT OF APOLOGIES

### 3. CONFIRMATION OF MINUTES OF PREVIOUS MEETING

#### RECOMMENDATION:

That Council adopt the Minutes of the Council Meeting held on Wednesday, 9 August 2023.

### 4. REQUESTS FOR LEAVE OF ABSENCE

### 5. DECLARATION OF PECUNIARY AND CONFLICTS OF INTEREST

In accordance with Section 130 (2) of the Local Government Act 2020 Councillors who have a conflict of interest in respect of a matter being considered at this Meeting, must

- a) Disclose the conflict of interest in the manner required by the Council's Governance Rules 2020; and
- a) Exclude themselves from the decision making process in relation to that matter, including any discussion or vote on the matter at any Council meeting or delegated committee, and any action in relation to the matter.

Disclosure must occur immediately before the matter is considered or discussed.

### 6. QUESTIONS FROM THE PUBLIC

NIL

### 7. PROCEDURAL ITEMS

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NIL

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	NIL	
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	NIL	
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	NIL	
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	NIL	
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<b>9.1</b>	<b>MATTERS WHICH MAY EXCLUDE THE PUBLIC</b>	<b>53</b>
	NIL	
<b>10.</b>	<b>MEETING CLOSE</b>	

#### **NEXT MEETING**

THE NEXT MEETING OF COUNCIL WILL BE HELD IN WYCHEPROOF SUPPER ROOM, 367 BROADWAY, WYCHEPROOF ON WEDNESDAY, 11 OCTOBER 2023 AT 7:00PM.

**Wayne O'Toole**  
**CHIEF EXECUTIVE OFFICER**

**6. QUESTIONS FROM THE PUBLIC**

Nil

## 7. PROCEDURAL ITEMS

### 7.1 REPORT OF COUNCILLOR ASSEMBLIES

**Author's Title:** Executive Assistant

**Department:** Office of the CEO

**File No:** GO/05/04

#### RECOMMENDATION

That the Council note the report of Councillor Assembly Meetings held 28 July, 2 and 16 August 2023.

- Attachments:**
- 1 [↓](#) Councillor Briefing Record - 28 July 2023
  - 2 [↓](#) Councillor Briefing Record - 2 August 2023
  - 3 [↓](#) Councillor Briefing Record - 16 August 2023

#### KEY POINTS/ISSUES

Transparency is a fundamental principle of democratic governance.

The Local Government Act 2020 (The Act) Section 9 (2) (i) provides that the transparency of Council decisions, actions and information is to be ensured.

In accordance with Section 57 of The Act, Council at its September 2020 Ordinary Meeting, adopted a Public Transparency policy, designed to improve public transparency in Council's decision-making processes and to assist the community in understanding the information that is accessible to them.

As per the Council Meeting Schedule adopted 9 November 2022, Councillor Briefings are held for Councillors to meet to consider matters that are likely to be the subject of a Council decision or for the exercise of delegation.

A record of the Councillor Briefings held on 28 July, 2 and 16 August 2023 is attached for public information.



## Councillor Briefing Record

*Build a Better Buloke – a healthy, connected, inclusive and prosperous community*

<b>Date:</b>	28 July 2023	<b>Time</b>	11:30am – 12:00pm
<b>Location:</b>	Remote via Teams		
<b>Attendees:</b>	Cr Getley, Cr Milne, Cr Simpson, Wayne O’Toole, Dan McLoughlan, Michelle Stedman, Hannah Yu, and Travis Fitzgibbon.		
<b>Apologies:</b>	Cr Warren, Cr Pollard, Cr Hogan		
<b>Acknowledgement of Country:</b>	The Mayor will acknowledge the traditional owners of the land on which we are meeting and pay our respects to their Elders and to the Elders from other communities who maybe here today.		
<b>Conflicts of Interest:</b>	Nil		

### ITEMS

NO.	MATTER FOR DISCUSSION
1.	Submitting an Expression of Interest to the Growing Regions Program for the Wycheproof Recreation Reserve Multi-Sport Facility;
2.	Acting as Guarantor of Loan as part of an Expression of interest submitted by Birchip Housing Group to the Growing Regions Program
<b>NEXT BRIEFING</b>	
2 August 2023, Council Chamber – Birchip District Office, 5:00pm	



## Councillor Briefing Record

*Build a Better Buloke – a healthy, connected, inclusive and prosperous community*

<b>Date:</b>	2 August 2023	<b>Time</b>	5:00pm – 8:00pm
<b>Location:</b>	Council Chambers – Birchip District Office		
<b>Attendees:</b>	Cr Getley, Cr Milne, Cr Simpson, Cr Pollard, Cr Hogan, Michelle Stedman, Wayne O’Toole, Hannah Yu, Travis Fitzgibbon, Jenna Allan, Daniel McLoughlan		
<b>Apologies:</b>	Cr Warren, Cr Stewart (Leave of absence)		
<b>Guests:</b>	John Scales, Karrina Bailey, Rebecca Botheras, and Alister Larmour		
<b>Acknowledgement of Country:</b>	The Mayor will acknowledge the traditional owners of the land on which we are meeting and pay our respects to their Elders and to the Elders from other communities who maybe here today.		
<b>Conflicts of Interest:</b>	Nil		

### ITEMS

NO.	MATTER FOR DISCUSSION
<b>1.</b>	<b>Councillor Only Time 5:00pm – 5:30pm</b>
<b>2.</b>	<b>Confirmation of Councillor Briefing Minutes – 19 July 2023</b>
<b>3.</b>	<b>Presentations</b>
3.1	Engage – Youth Program – Invite declined
3.2	Birchip Forum – Invite declined
3.3	Aged Care Update – Travis Fitzgibbon and Jenna Allan <b>5:30pm</b>
3.4	Community Satisfaction Survey Briefing – John Scales (JWS Research) and Travis Fitzgibbon <b>5:50pm</b>
3.5	Birchip Rifle Club – Karrina Bailey, Rebecca Botheras, and Alister Larmour <b>6:20pm</b>
<b>4.</b>	<b>Discussion</b>
<b>5.</b>	<b>Councillor Matters</b>
<b>6.</b>	<b>CEO Updates</b>
6.1	Draft Council Meeting Agenda – 9 August 2023
6.2	Flood Thank You Events
6.3	IBAC Operation Sandon Report
<b>NEXT BRIEFING</b>	
16 August, Charlton Chambers, 5:00pm	



## Councillor Briefing Record

*Build a Better Buloke – a healthy, connected, inclusive and prosperous community*

<b>Date:</b>	16 August 2023	<b>Time</b>	5:00pm – 8:00pm
<b>Location:</b>	Council Chambers – Charlton District Office		
<b>Attendees:</b>	Cr Getley, Cr Hogan, Cr Warren, Cr Milne, Cr Simpson, Wayne O’Toole, Michelle Stedman, Hannah Yu, Travis Fitzgibbon.		
<b>Apologies:</b>	Nil		
<b>Acknowledgement of Country:</b>	The Mayor will acknowledge the traditional owners of the land on which we are meeting and pay our respects to their Elders and to the Elders from other communities who maybe here today.		
<b>Conflicts of Interest:</b>	Nil		

### ITEMS

NO.	MATTER FOR DISCUSSION
1.	Councillor and CEO Time 5:00pm – 5:30pm
2.	Confirmation of Councillor Briefing Minutes – 28 July and 2 August 2023
3.	<b>Presentations</b>
3.1	Engage Youth Program – Molly Meadows - NCLLEN, Lennon Jablonka – Charlton College - Speaking on recent attendance at Youth Parliament
3.2	Charlton Neighbourhood House
3.3	Wycheproof Recreation Reserve Project – Nathan Cutting Also Combined into 3.3 – 3.5 <i>Capital Budget FY24 Onwards – Nathan Cutting</i>
<b>Dinner Break</b>	
3.4	Monthly Capital Project Update – Dan McLoughlan/ Trevor Rumbold
3.6	Windfall Gains Tax – Nathan Cutting
4.	<b>Discussion</b>
5.	<b>Councillor Matters</b>
5.1	Council Transparency following IBAC Operation Sandon report
6.	<b>CEO Updates</b>
6.1	Wimmera Mallee Visitor Economy
6.2	Media Campaign   COUNCIL DOES CARE – LISTEN, TALK, RESPECT
6.3	End of Financial Year External Audit
<b>NEXT BRIEFING</b>	
6 September 2023, Sea Lake Senior Citizens, 5:00pm	

## 7.2 CORRESPONDENCE INITIATED BY COUNCIL

**Author's Title:** Executive Assistant

**Department:** Office of the CEO

**File No:** GO/06/06

### PURPOSE

This report notes and records correspondence initiated by Council and informs the Council of the responses received from this correspondence.

### RECOMMENDATION

That the Council notes the record of correspondence initiated by Council and the responses received.

**Attachments:** Nil

### TABLE OF CORRESPONDENCE

Council Initiative	Sent to	Sent	Response	Purpose of Letter/Response

### 7.3 LETTERS OF CONGRATULATIONS AND RECOGNITION OF ACHIEVEMENT/AWARDS

**Author's Title:** Executive Assistant

**Department:** Office of the CEO

**File No:** CR/13/01

#### PURPOSE

This report acknowledges and congratulates community persons and/or groups for their success in being recognised for a significant achievement or for being a recipient of an honourable award.

The report also informs Council of any letters of congratulations or any recognition of achievement that Council has received or been awarded in the past month.

#### RECOMMENDATION

That the Council acknowledge and congratulate the persons and/or groups mentioned in the report for their achievements.

**Attachments:** Nil

#### RECOGNITION OF ACHIEVEMENT ITEMS

Provider	Recipient	Date	Purpose for Recognition
VANA	Rachael Colbert	August 2023	VANA Gala Award, making into the final six

## 7.4 PLANNING APPLICATIONS RECEIVED - MONTHLY UPDATE

**Author's Title:** Planning Officer

**Department:** Community Development

**File No:** LP/09/01

### PURPOSE

This report provides information on planning applications under consideration by staff and the status of each of these applications.

### RECOMMENDATION

That the Council note information contained in the report on planning applications under consideration by staff and the status of each of these applications.

**Attachments:** Nil

### LIST OF PLANNING APPLICATIONS

Application No	Address	Date Rec	Summary of Proposal	Status
PA23019	Borong Highway, Gil Gil	22/03/2023	Place of Assembly (Events Centre)	Request for Further Information
PA23020	Church Street, Culgoa	10/05/2023	Use and development of land for a transfer station (install an RV dump point and septic holding tank)	Referral
PA23022	Blue Allans Road, Sea Lake	21/06/2023	Two-lot subdivision of land (dwelling excision)	Permit Issued
PA23023	Back St Arnaud Road, Charlton	16/07/2023	Place of assembly (campdraft events)	Notice of Application
PA23024	Calder Highway, Wycheproof	21/08/2023	Construction of a Farm Shed within a LSIO	Referral
PA23025	Byrne Street, Donald	16/08/2023	Development of land for a Smoke House restaurant and cocktail bar including the construction of a new deck / entertainment area and amenities and the demolition of two buildings	New
VS23008	Taylor's Road, Kinnabulla	25/07/2023	Construct a building (farm shed) within the minimum setback from a road reserve	Permit Issued

The information published in the list provided, is in accordance with the *Privacy and Data Protection Act 2014* and the *Planning and Environment Act 1987*.

## 7.5 BUILDING PERMITS - MONTHLY UPDATE

**Author's Title:** Statutory Administration Support

**Department:** Community Development

**File No:** DB/14/01

### EXECUTIVE SUMMARY

This report provides information on Building Permits approved by staff from 1 August 2023 to 31 August 2023.

### RECOMMENDATION

That the Council note information contained in the report on Building Permits approved by staff from 1 August 2023 to 31 August 2023.

**Attachments:** Nil

### LIST OF BUILDING PERMITS APPROVED BY COUNCIL SURVEYOR

Council Ref.	Address	Project Description	Date Approved
20230018	Sutcliff Street Sea Lake VIC 3533	Construction of a new Gazebo	3/8/2023
20230019	Main Street Litchfield VIC3480	Alterations to an existing building	21/8/2023

### LIST OF BUILDING PERMITS APPROVED BY PRIVATE BUILDING SURVEYOR

Council Ref.	Address	Project Description	Date Approved
PBLD23070	Summerhayes Road Berriwillock VIC 3531	Shearing Shed	18/8/2023
PBLD23084	Donald-Murtoa Road Lean East VIC 3480	Construction of Dwelling & Carport	16/8/2023
PBLD23100	Sherwood Street Brichip VIC 3483	Restumping of Dwelling	3/8/2023
PBLD23106	Hillview Drive Wycheproof VIC 3527	Construction of Carport	25/8/2023
PBLD23111	Donald-Swan Hill Road Dumosa VIC 3527	Construction of Hay Shed	30/8/2023

## 7.6 STATUS OF ACTION OF PAST COUNCIL MEETING RESOLUTIONS

**Author's Title:** Executive Assistant

**Department:** Office of the CEO

**File No:** GO/05/04

### PURPOSE

To provide Council with a list of the Status of Action (SOA) of Council Resolutions outstanding for completion of action, and the SOA for the 9 August 2023 Council Meeting Resolutions.

### RECOMMENDATION

Council to note the Status of Action Report for Council resolutions documented on this list.

**Attachments:** 1 [↓](#)Action taken on Council Meeting Resolutions

### KEY POINTS/ISSUES

The Local Government Act 2020 (The Act) Section 9 (2) (i) provides that the transparency of Council decisions, actions and information is to be ensured.

In accordance with the Council's Governance Rules adopted August 2022, Council decisions are to be made and actions taken in accordance with the relevant law.

The transparency of Council decisions, actions and information is to be ensured and is a fundamental principle of democratic governance.

Attached to this report for public information is a list of the SOA of Council Resolutions outstanding for completion of action, and introducing the SOA for the 9 August 2023 Council Meeting Resolutions.

**Summary of Action on Council Resolutions – Outstanding Previous Months Items to 9 August 2023 Council Meeting**

Date	Directorate	Item	Resolution/Question	Actioning Officer/s	Status of Action	Complete or Commenced
12072023	Executive Office	6.1	<p><b>Council Watch Group – Cost of Cost Shifting from State Government</b></p> <p>QUESTION: Can Council please advise the dollar amount of cost shifting from State Government they estimate they incurred in the 2022 - 2023 financial year?</p> <p>THE CHIEF EXECUTIVE OFFICER RESPONDED: Having just received this question recently, they have not had a chance to work on this, therefore would like to take the "Question on Notice" and provide a response to Councillors at its August Council Meeting.</p>	CEO	DCOP to report to 13/9 meeting	Commenced
12072023	Executive Office	7.3	<b>Letters of Congratulations and Achievements</b>	EA	Letters approved awaiting addresses	Commenced
12072023	Corporate and Organisational Performance	8.2.1	<p><b>Instrument of Delegation to the CEO</b></p> <p>That Council resolve that:</p> <ol style="list-style-type: none"> <li>1. There be delegated to the person holding the position, or acting in or performing the duties, of Chief Executive Officer the powers, duties and functions set out in the attached Instrument of Delegation to the Chief Executive Officer, subject to the conditions and limitations specified in that Instrument;</li> <li>2. The Instrument comes into force immediately upon this resolution being made and is to be signed by the Council's Chief Executive Officer and the Mayor;</li> <li>3. On the coming into force of the Instrument, all previous delegations to the Chief Executive Officer are revoked; and</li> <li>4. The duties and functions set out in the Instrument must be performed, and the powers set out in the Instrument must be executed, in accordance with any guidelines or policies of Council that it may from time to time adopt.</li> </ol>	DCOP	Instrument of Delegation in force and updated on website.	Completed

Tabled 13 September 2023 Council Meeting

**Summary of Action on Council Resolutions – Outstanding Previous Months Items to 9 August 2023 Council Meeting**

12072023	Infrastructure and Delivery	8.2.2	<p><b>Consideration of Licence for Comm Engagement – Fast Cities Aust Pty Ltd trading As Evie Networks – Donald EV Charging Station</b></p> <p>That Council:</p> <ol style="list-style-type: none"> <li>1. In accordance with Section 115 of the Local Government Act 2020, gives public notice of the intention to grant a Licence to Fast Cities Australia Pty Ltd trading as Evie Networks for part of the land being Lot 1 TP174450 contained in Certificate of Title Volume 9363 Folio 257, 68A Woods Street, Donald on the following terms: <ol style="list-style-type: none"> <li>a. A 15-year Licence commencing 1 September 2023, and</li> <li>b. A Licence fee of five per cent of the charging station's Net Operating Income payable in arrears on each anniversary of the commencement date during the term.</li> </ol> </li> <li>2. Notes that the public notice shall allow persons to make a submission on the proposed licence in accordance with Section 115 of the Local Government Act 2020 and Council's Community Engagement Policy, and that all written submissions be received by a date that is at least 21 days after the publication of the notice.</li> <li>3. Authorise the Chief Executive Officer to undertake the administrative procedures necessary to enable Council to fulfill its functions under Section 115 of the Local Government Act 2020, and</li> <li>4. Receives a further report to consider the granting of a Licence for Fast Cities Australia Pty Ltd trading as Evie Networks following the conclusion of the public notice process.</li> </ol>	DID	Report scheduled to September 2023 Council Meeting	Commenced
12072023	Community Development	8.2.3	<p><b>PPA 23013 – 5 lot subdivision of land – 37 Hannon Street, Sea Lake</b></p> <p>That Council:</p>	DCD	Permit issued.	Complete.

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**Tabled 13 September 2023 Council Meeting**

**Summary of Action on Council Resolutions – Outstanding Previous Months Items to 9 August 2023 Council Meeting**

			having caused notice of Planning Application No. PA23013 to be given under Section 52 of the Planning and Environment Act 1987 and/or the planning scheme, and having considered all the matters required under Section 60 of the Planning and Environment Act 1987, decides to issue a Notice of Decision to Grant a Permit under the provisions of 32.05-5 and 52.29-2 of the Buloke Planning Scheme in respect of the land known and described as 37 Hannon Street, Sea Lake (Lot 1 TP251694W), for the five-lot subdivision of land, and alter access to a Transport Zone 2 in accordance with the endorsed plans, with the application dated 25/01/2023, subject to conditions (attached).			
12072023	Community Development	8.2.4	<p><b>PPA928/21 – Use and Development of Land for a Serv Station (Fuel Cell) - 2 Campbell Street, Birchip</b></p> <p>That Council having caused notice of Planning Application No. 928/21 to be given under Section 52 of the Planning and Environment Act 1987 and/or the planning scheme, and having considered all the matters required under Section 60 of the Planning and Environment Act 1987, decides to Grant a Notice of Decision to Grant a Permit under the provisions of 34.01-1, 34.01-4, 52.05-11 and 52.29-2 of the Buloke Planning Scheme in respect of the land known and described as 2 Campbell Street, Birchip (Lots 6, 7, 8 &amp; 9 LP58023) for the use and development of land for a service station (fuel cell), construct and display a business identification sign, and alter access to a Transport Zone 2, in accordance with the endorsed plans, with the application dated 13/05/2021, subject to conditions (attached).</p>	DCD	Permit issued.	Complete.
27062023	Infrastructure and Delivery	4.1.1	<p>That the Council:</p> <ol style="list-style-type: none"> <li>Proposes to make the Saleyards Precinct Local Law No. 15 2023; and</li> <li>Gives notice of its intention to make the Saleyards Precinct Local Law No. 15 to the community in accordance with the Council's Community Engagement Policy.</li> </ol>	DID	Correspondence sent to identified stakeholders; information published on website, promoted through normal	Complete

**Tabled 13 September 2023 Council Meeting**

**Summary of Action on Council Resolutions – Outstanding Previous Months Items to 9 August 2023 Council Meeting**

					social and print media channels	
27062023	Corporate and Organisational Performance	4.2.1	<p>Council, having complied with its obligations under <i>Local Govt Act 2020</i>:</p> <p><u>Recommendations adopting the budget:</u></p> <ol style="list-style-type: none"> <li>1. Adopts the Buloke Shire Council Annual Budget 2023/24;</li> <li>2. Includes within the Annual Budget 2023/24 adjustments identified from the Draft Annual Budget to the Income Statement, Balance Sheet, Statement of Human Resources, and User Fees and Charges, as outlined in this Report;</li> <li>3. Acknowledges the contributions made to the budget planning process by members of the community and thanks them for input;</li> <li>4. Allocates up to \$15,000 from its 2023/24 Design Support program to support a funding agreement as detailed in this Report with the Birchip Early Centre Parents Advisory Group Committee. This funding will provide for the development of a feasibility study on improvements and service expansion of the Birchip Early Learning Centre;</li> <li>5. Authorises the Director Corporate and Organisational Performance on behalf of Council to provide a formal response to community members that have provided a submission to the Draft Annual Budget in line with the contents of this Report;</li> </ol> <p><u>Recommendations declaring rates and charges:</u></p> <ol style="list-style-type: none"> <li>6. Declares an amount of \$14.79M which Council intends to raise by General Rates and Annual Service Charges for the period 1 July 2023 – 30 June 2024 calculated as follows: <ol style="list-style-type: none"> <li>a) General Rates (including estimated supplementary rates) \$12.54M;</li> <li>b) Municipal Charges \$783,000; and</li> <li>c) Annual Service Charges \$1.48M;</li> <li>d) With the above including:</li> </ol> </li> </ol>	DCOP	Budget Adopted; Formal responses to each submitter sent.	Complete

Tabled 13 September 2023 Council Meeting

**Summary of Action on Council Resolutions – Outstanding Previous Months Items to 9 August 2023 Council Meeting**

		<p>i. The rate in the dollar for each type of rate to be levied for the period as follows:</p> <table border="1" data-bbox="846 343 1348 619"> <thead> <tr> <th>Type of Rate</th> <th>Cents in \$ on CIV</th> </tr> </thead> <tbody> <tr> <td>Rateable residential properties</td> <td>0.517026</td> </tr> <tr> <td>Rateable commercial and industrial properties</td> <td>0.597062</td> </tr> <tr> <td>Rateable farming properties</td> <td>0.272224</td> </tr> </tbody> </table> <p>ii. A Municipal Charge of \$175.95 for each rateable assessment in respect of which a Municipal Charge may be levied; and</p> <p>iii. An Annual Service Charge of \$422 for kerbside garbage and recycling collection for the period 1 July 2023 to 30 June 2024;</p> <p>7. Levies the general rates and service charges referred to in this resolution by the service notice on each person liable to pay such rate or charge in accordance with section 158 of the <i>Local Government Act 1989</i>.</p> <p>8. In accordance with section 167 of the <i>Local Government Act 1989</i>, the rates and charges declared by the Council for the 2023/24 financial year must be paid as follows:</p> <p>a) By four instalments made on or before the following dates:</p> <ul style="list-style-type: none"> <li>· Instalment 1 – 30 September 2023;</li> <li>· Instalment 2 – 30 November 2023</li> <li>· Instalment 3 – 28 February 2024; and</li> <li>· Instalment 4 – 31 May 2024;</li> </ul> <p>Or;</p> <p>b) By a lump sum payment made on or before 15 February 2024.</p>	Type of Rate	Cents in \$ on CIV	Rateable residential properties	0.517026	Rateable commercial and industrial properties	0.597062	Rateable farming properties	0.272224			
Type of Rate	Cents in \$ on CIV												
Rateable residential properties	0.517026												
Rateable commercial and industrial properties	0.597062												
Rateable farming properties	0.272224												

**Summary of Action on Council Resolutions – Outstanding Previous Months Items to 9 August 2023 Council Meeting**

			9. Authorises the Chief Executive Officer to levy and recover the general rates and annual service charges in accordance with the <i>Local Government Act 1989</i> ; and 10. Determines that the proposed fees and charges for the 2023/24 financial year be adopted.			
14062023	Corporate and Organisational Performance	8.2.3	That Council receives and notes each public budget submission made in relation to Buloke Shire Council's Draft Annual Budget 2023/24 as endorsed for advertisement on 10 May 2023. Submitters to be responded to.	DCOP	Letters to each submitter sent.	Complete
02082023	Infrastructure and Delivery	8.2.1	That Council: 1. Notes that following the consultation process in accordance with its Community Engagement Policy, one submission was received to the proposed nine-lot subdivision sale of land at 110 Sutcliffe Street, Sea Lake; 2. Sells the nine-lot subdivision surplus land at 110 Sutcliff Street, Sea Lake by private treaty or auction in accordance section 114 of the Local Government Act 2020 and Council's Sale of Land Policy; and 3. Authorises the Chief Executive Officer to execute the Transfer of Land documents and any other documents required to affect the sale of the land.	DID	Correspondence sent.	Commenced
09082023	Executive Office	7.3	Letters of Congratulations and Achievements	EA		Complete
09082023	Infrastructure and Delivery	8.1.1	Adopt Volunteer Policy	DID		Complete
09082023	Executive Office	8.1.2	1. Accepts the invite and applies to become a Member Municipality of Wimmera Southern Mallee Development Limited, for the term of the Memorandum of Understanding (MOU); and if accepted 2. Nominates the Mayor of the day to be the Member Director under Clause 3.3(a) of the (MOU).	EA		Complete

**Tabled 13 September 2023 Council Meeting**

**Summary of Action on Council Resolutions – Outstanding Previous Months Items to 9 August 2023 Council Meeting**

09082023	Community Development	8.2.1	<ol style="list-style-type: none"> <li>1. Endorse the Community Grant Guidelines (2023/2024); and</li> <li>2. Delegate the Chief Executive Officer to advertise the Grant Program and accept applications to the Community Grants program.</li> </ol>	DCD	Guidelines published and program promoted.	Complete.
09082023	Community Development	8.2.2	<ol style="list-style-type: none"> <li>1. Endorses the Draft Customer Experience Charter for consultation, noting its preparation in accordance with the <i>Local Government Act 2020</i>;</li> <li>2. Invites community feedback submissions on the Draft Customer Experience Charter until 1 September 2023;</li> <li>3. Notes that a final Customer Experience Charter will be presented to Council for consideration at its scheduled meeting on 13 September 2023.</li> </ol>	DCD	Draft has been published on Council's website and invitation for feedback promoted.	Commenced and ongoing.
09082023	Infrastructure and Delivery	8.2.4	<p>That Council:</p> <ol style="list-style-type: none"> <li>1. Approve a financial co-contribution of \$70,000 from the \$200,000 Grant Opportunity Reserve FY24 in addition to a \$180,000 Council cash commitment in FY25 for the purposes of a funding application towards the Risk and Resilience Grants Program 2023.</li> <li>2. Delegate authority to the Chief Executive Officer to apply for the Risk and Resilience Grants Program 2023; and</li> <li>3. Authorises the Chief Executive Officer to sign the funding agreement on behalf of the Council should the application be successful.</li> </ol> <p>Donald Demountable Levee be noted as part of the recommendation.</p>	DID	Expression of Interest submitted	Commenced
09082023	Community Development	8.4.2	<ol style="list-style-type: none"> <li>1. Notes the results of the 2023 Local Government Community Satisfaction Survey;</li> <li>2. Considers future actions in response to the results; and</li> <li>3. Publishes the results of the survey to the community.</li> </ol>	DCD	<p>Results of the survey have been published and promoted.</p> <p>Survey informs future strategic planning.</p>	Commenced and ongoing.

Tabled 13 September 2023 Council Meeting

**Summary of Action on Council Resolutions – Outstanding Previous Months Items to 9 August 2023 Council Meeting**

09082023	Infrastructure and Delivery	8.4.3	<ol style="list-style-type: none"> <li>1. Make the Saleyards Precinct Local Law No. 15 2023</li> <li>2. Give notice in accordance with section 74(5) of the <i>Local Government Act 2020</i> that the Council has made the Saleyards Precinct Local Law No. 15 in the Government Gazette and on Council's internet site.</li> </ol>	DID	Public notice through Government Gazette scheduled 7 September 2023	Complete
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**8. GENERAL BUSINESS**

**8.1 POLICY REPORTS**

Nil

## 8.2 MANAGEMENT REPORTS

### 8.2.1 CUSTOMER EXPERIENCE CHARTER

**Author's Title:** Director Community Development

**Department:** Community Development

**File No:** CM/14/22

**Relevance to Council Plan 2021 - 2025**

**Strategic Objective:** Our Council and Community Leadership

#### PURPOSE

The purpose of this report is to adopt the Customer Experience Charter having undertaken a community engagement process with the Charter in draft form.

#### SUMMARY

Buloke Shire Council last adopted its Customer Service Charter on 10 April 2019. Updating the Customer Service Charter (now Customer Experience Charter) is an action of Council's Customer Experience Strategy.

The Charter guides Council Officers' interaction with the community and is an expression of Council's commitment to providing a high standard of service and ensuring consistency and sustainability in service delivery.

#### RECOMMENDATION

That Council:

1. Adopts the Customer Experience Charter.
2. Places the Customer Experience Charter on Council's website and promotes it.

**Attachments:** 1 [↓Customer Experience Charter](#)

#### DISCUSSION

Council maintains policy documents that pertain to its operational procedures and its approach to addressing various matters. These documents serve as valuable resources for staff members, enabling them to handle issues in a uniform and reliable manner, thereby instilling confidence in Customers who interact with Council staff.

The Customer Experience Charter is one of these policies which states the fundamental service standards that the community can anticipate when engaging with the Council. Additionally, it explicitly outlines our expectations of the customer.

The primary objective of the Charter is to explain Council's commitment to delivering and upholding a superior level of customer service. Its purpose is to precisely define the following:

- processes that promote open, responsive and transparent customer service;

- timeframes for responding to phone calls, emails, social media enquiries, requests for service and complaints;
- what can be reasonably expected from Council staff and what Council reasonably expects of customers;
- how Council will manage requests for service consistently;
- that we will record and analyse service request data to identify trends and opportunities where we can improve our services;
- how we will respond to requests which are the responsibility of other agencies;
- that we will protect customer privacy when they contact Council;
- the methods of communication we will use to respond to our customers.

#### **RELEVANT LAW**

*Local Government Act 2020 (Vic)*

*Local Government (Planning and Reporting) Regulations 2020.*

*Privacy and Data Protection Act 2014*

*Gender Equality Act 2020*

*Freedom of Information Act 1982*

*Equal Opportunity Act 2010*

#### **RELATED COUNCIL DECISIONS**

Council adopted the Buloke Shire Council Customer Service Charter on 10 April 2019 and endorsed a Draft Customer Experience Charter on 9 August 2023 for the purposes of community engagement.

#### **OPTIONS**

Council can choose not to adopt the Customer Experience Charter.

#### **SUSTAINABILITY IMPLICATIONS**

The Charter's role in ensuring consistency and sustainability in service delivery pertains to:

- adopting eco-friendly technologies in service delivery;
- addressing social sustainability by emphasising inclusivity, equity, and accessibility in service provision;
- enhancing economic sustainability by promoting efficiency and cost-effectiveness in service delivery; outlining measures to streamline processes, minimise bureaucracy, and utilise resources effectively;
- facilitating meaningful engagement with the community and stakeholders by clearly stating expectations of both the Council and its Customers, establishing a foundation for effective communication and collaboration; and
- systematically collecting and analysing feedback and performance data, Council can identify areas for enhancement, implement necessary changes, and enhance the overall quality and sustainability of its services.

**COMMUNITY ENGAGEMENT**

Internal consultation has been undertaken in the preparation of this document, with the draft distributed to Managers, the Executive, Customer Engagement and Customer Service teams.

Community consultation on an endorsed draft Charter was undertaken in August 2023 for a period of three weeks. This included promotion of the Charter in local newspapers, newsletters, social media, on Council's website and on local radio.

No submissions were received.

**INNOVATION AND CONTINUOUS IMPROVEMENT**

The *Local Government Act 2020* requires that Councils give effect to innovation and continuous improvement in all that they do.

In preparing this updated draft Charter document, officers undertook a desktop review of other council's Customer Service Charter documents, and additionally researched relevant information and resources.

During the consultation period of the draft Charter, Council launched a campaign addressing occupational violence to its staff. The campaign tag line, Council Does Care – Listen Talk Respect, has been included in the final Charter.

**COLLABORATION**

The nature of this review did not require collaboration with other councils, governments, or statutory bodies.

**FINANCIAL VIABILITY**

There are no financial or resourcing implications to be considered in relation to this report.

**REGIONAL, STATE AND NATIONAL PLANS AND POLICIES**

Not Applicable

**COUNCIL PLANS AND POLICIES**

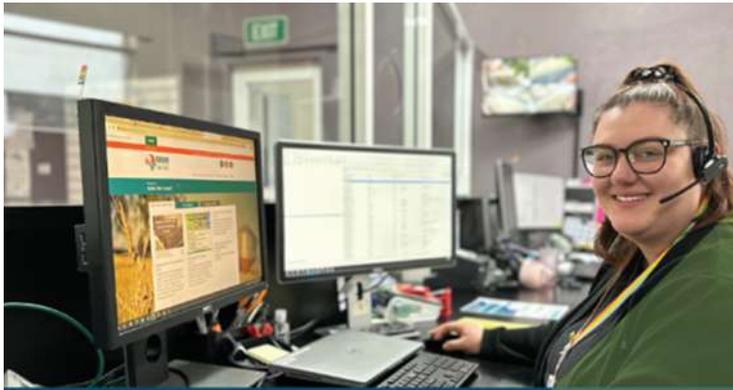
Long Term Community Vision  
Council Plan 2021-2025  
Customer Experience Strategy  
Gender Equality Action Plan  
Inclusiveness Plan  
Complaints Handling Policy  
Social Media Policy

**TRANSPARENCY OF COUNCIL DECISIONS**

This report is brought to an open Council Meeting in the interests of transparency.

**CONFLICTS OF INTEREST**

No officer involved in this report has a conflict of interest.



# CUSTOMER EXPERIENCE CHARTER

## ACKNOWLEDGEMENT

Buloke Shire Council acknowledges the Wotjobaluk, Jaadwa, Jadawadjali, Wergaia and Jupagalk people and the Dja Dja Wurrung people as the Traditional Owners of parts of the land now known as Buloke. We pay our respects to Elders past and present, and value their ongoing contribution to our heritage and our community.

## OUR VISION

Building a Better Buloke - A healthy, connected, inclusive and prosperous community.

## OUR VALUES

Good communication  
 Accountability for actions  
 Taking responsibility  
 Showing care and respect

Transparency in decision making  
 Working collaboratively with partners  
 Being responsive and timely

## WORKING TOGETHER

We are committed to fostering a safe, inclusive, diverse and respectful environment for all individuals. Aggression towards Council staff inside or outside the workplace is not on. Council Does Care - Listen Talk Respect.

We understand the importance of transparency and clarity in our customer interactions, by phone, in-person, online, or written communication.

- Excellent Customer service outcomes are built on two-way relationships
- Customers can expect to be spoken to in a friendly and courteous, helpful and professional manner
- Our Customers will be listened to carefully to establish their requirements
- We value Customer privacy by treating all personal information confidentially
- All requests for services will be logged onto our electronic request system.
- Provision of necessary and relevant information in a timely manner is important to us. Response times may vary depending upon the nature of the request and in these instances where our ability to meet these commitments are affected, Customers will be updated on the progress of their request.

## OUR COMMITMENT

We place our Customers at the centre of all we do by:

- Identifying and understanding their different needs and preferences
- Consistently redesigning service options to ensure exceptional experiences that align with their expectations
- Striving to eliminate any barriers to service access
- Dedication to delivering efficient and responsive services
- Adopting a holistic approach involving the entire organisation
- Valuing feedback in our commitment to providing exceptional service
- Empowering communities through effective communication, fostering informed decisions and inclusion.

## COMPLIMENTS, COMPLAINTS AND CONCERNS

Council is dedicated to addressing and resolving complaints and concerns, fostering a culture that acknowledges and respects individuals' right to express dissatisfaction. Complaints are highly valued by the Council as they serve as valuable feedback, contributing to our ongoing efforts to enhance service delivery and better serve the community. We love your compliments as they inspire of staff to strive for continuous achievement and excellence. More information on our Complaints Handling Policy is available at [www.buloke.vic.gov.au](http://www.buloke.vic.gov.au) or by contacting Council.

## CONTACT STANDARDS

- ✉ **Writing or by Email** – From receipt of your correspondence, we will respond within 5 business days with an answer or indicate which department is managing your enquiry.
- 🌐 **Council's website** – Aims to provide comprehensive, accurate and timely online information for residents, businesses and visitors. You can leave feedback on the website to detail your experience.
- 👤 **In Person** – We aim to resolve face to face enquiries immediately. Sometimes this is not possible, we may ask for your contact details to phone or write to you with a response.
- ☎ **Telephone** – Calls will be answered in a timely manner and we will endeavour to resolve enquiries immediately. On occasions where your enquiry requires specialist attention we will try not to transfer your call more than once. For any enquiry that requires further action we will tell you when we expect to be able to resolve it. We aim to respond to requests for a call back within 1-2 business days, where possible. For emergencies and urgent matters, we provide after-hours phone service. Non-urgent matters are addressed on the next business day.
- 👍 **Social Media** – We aim to answer Social Media enquiries as quickly as possible during business hours. The member of staff who answers your online enquiry will identify themselves with their first name.



If you are deaf, or have a hearing impairment or speech impairment, contact us through the National Relay Service (NRS): TTY users phone 133 677, then ask for 03 5478 0100 or 1300 520 520 (local calls only); SMS relay number 0423 677 767, then then ask for 03 5478 0100 or 1300 520 520; Speak and Listen users phone 1300 555 727, then ask for 03 5478 0100 or 1300 520 520 Internet relay users connect to [www.relayservice.com.au](http://www.relayservice.com.au), then ask for 03 5478 0100 or 1300 520 520. Everyone who uses the National Relay Service (NRS) to make calls needs to first register as an NRS user, visit [Accesshub:www.relayservice.com.au](http://Accesshub:www.relayservice.com.au).



If you need an interpreter, please call TIS National on 131 450 and ask them to call Buloke Shire Council on 1300 520 520.

**IN PERSON:** 367 Broadway, Wycheproof.  
 Monday to Friday 8.30am to 5.00pm  
 (excluding public holidays).

**IN WRITING:** PO Box 1, Wycheproof, Victoria 3527.

**EMAIL:** [buloke@buloke.vic.gov.au](mailto:buloke@buloke.vic.gov.au)

**WEB:** [www.buloke.vic.gov.au](http://www.buloke.vic.gov.au)

**PH:** 1300 520 520



## 8.2.2 LICENCE FAST CITIES AUSTRALIA PTY LTD TRADING AS EVIE NETWORKS

**Author's Title:** Capital Projects Officer

**Department:** Infrastructure and Delivery

**File No:** RO|18|10

**Relevance to Council Plan 2021 - 2025**

**Strategic Objective:** Our Built and Natural Environment

### PURPOSE

The purpose of this Report is to grant a new licence to Fast Cities Australia Pty Ltd trading as Evie Networks (Evie Networks) for part of the land contained in Certificate of Title Lot 1 TP174450 Volume 9363 Folio 257, 68A Woods Street Donald for the purpose of an electric vehicle charging station.

### SUMMARY

Council released "RFQ262 – Design and Install EV Charger – Donald" on 5 December 2022. No submissions were received against the Request for Quote (RFQ) and the RFQ was not awarded. A Licence option has been proposed by Evie Networks as an alternative for consideration.

A 15-year Licence on a section of 68A Woods Street is proposed for installation of the EV Charger. The current use of this location is as a public carpark.

Installation of an EV Charger is a deliverable under the Our Region Our Rivers funding agreement.

Under the proposed Licence, Council would receive a licence fee of 5% of the charging station's Net Operating Income per annum. The EV Charger would be owned, operated and maintained by Evie Networks.

As a precursor to Council formally considering the issuance of any Lease or License not advertised in the Annual Budget, public notice had to be provided. That consultation period closed 5pm 7 August 2023 with nil submissions received.

### RECOMMENDATION

That Council:

1. Following the consultation period in accordance with Section 115 of the *Local Government Act 2020*, grants a licence to Fast Cities Australia Pty Ltd trading as Evie Networks for part of the land being Lot 1 TP174450 contained in Certificate of Title Volume 9363 Folio 257, 68A Woods Street, Donald on the following terms:
  - a) A 15-year licence commencing 14 September 2023, including one further option of five years, and
  - b) A licence fee of 5% of the Net Operating Income payable in arrears on each anniversary of the commencement date during the term
2. Authorise the Chief Executive Officer to undertake the administrative procedures necessary to enable Council to fulfill its functions under Section 115 of the *Local Government Act 2020*.

**Attachments:** 1 [DM003 Donald - Fast Cities & Buloke Shire Council - Licence Agreement](#)

## DISCUSSION

Evie Networks was founded in 2017 to build Australia's largest electric vehicle fast charging network and give electric vehicle owners across the country the freedom to travel anywhere.

Evie Networks is proposing a licence to operate at 68A Woods Street, Donald, being Lot 1 TP174450 contained in Certificate of Title Volume 9363 Folio 257.

Evie Networks are seeking a 15-year licence on the premises. The new licence would commence 14 September 2023.

At the Council Meeting held Wednesday, 12 July 2023, Council resolved to give public notice of the intention to enter into a new licence for a term of 15 years, a 10-year term followed by one further 5 year extension option.

A public notice was published in the Community Update appearing in *The Buloke Times*, *The Sea Lake and Wycheproof Times Ensign* and *North Central News* from 18 July 2023 with the submission period closing 5pm 7th August 2023. In addition, the proposed licence was advertised on Council's website.

No submission were received.

## RELEVANT LAW

In accordance with Section 115 of the *Local Government Act 2020* Council must include any proposal to lease land in a financial year in the budget where the lease is for:

- the rent (for any period of the lease) is greater than \$100,000, or
- the market value of the land is greater than \$100,000, or
- the lease term is greater than 10 years.

If Council proposes to lease land and it was not included in the budget, the Council must undertake a community engagement process in accordance with the Council's community engagement policy. This requirement has now been met.

## RELATED COUNCIL DECISIONS

The installation of an EV Charger in Donald is a deliverable under the Our Regions Our Rivers project as a part of the Commonwealth Governments Regional Growth Fund.

## OPTIONS

Not applicable to this report.

## SUSTAINABILITY IMPLICATIONS

The installation of an EV Charger supports the Climate Change Mitigation and Adaptation Strategy and Plan.

## COMMUNITY ENGAGEMENT

Council has undertaken and concluded its legislative obligations in Section 115 of the *Local Government Act 2020*, including its Community Engagement Policy.

**INNOVATION AND CONTINUOUS IMPROVEMENT**

This Licence will increase Council's charging network to 3, located at Sea Lake, Wycheproof and Donald.

**COLLABORATION**

Council Officers collaborated with the Donald Streetscape Project Advisory Group to determine that EV chargers were a priority deliverable for the township and gave input to the location of the charger.

**FINANCIAL VIABILITY**

The income derived from the leasing or licensing of Council facilities will be placed into Council's consolidated revenue and allocated in accordance with Council's annual budget.

The licence fee is 5 per cent of the Net Operating Income. Net Operating Income is as per the description below:

*Net Operating Income equals the Licensee's gross revenue minus the cost of the onsite energy, billing/transaction fees and bad debts.*

Therefore, if the Net Operating Income is negative in value, Evie Networks will not be required to make any payment to Council.

Council initiated an RFQ process for the installation of an electric charging station however, RFQ262 was not awarded.

RFQ262 was released to 3 companies, including Evie Networks, with the desire to find a contractor to install an EV charger that was maintained by the installer but owned and operated by the Council. The RFQ closed with no responses received so the process was extended for a further 5 weeks. By the closing date, Council had not received any RFQ submissions.

Evie Networks, who have previously supplied two EV chargers for Council in Wycheproof and Sea Lake, were contacted directly for feedback on the RFQ process. Evie Networks advised their preferred method of supply was to offer a charger under a Licence Agreement rather than an outright install. Evie Networks were invited to submit a License proposal to Council for consideration.

Under the procurement policy this purchase now qualifies for an exemption as there was an inability to obtain sufficient quotations through the RFQ process. The procurement is within the project budget and in line with the estimated costs for this item. The exemption was authorised by the Chief Executive Officer to enable a Purchase Order to be raised to Fast Cities Australia Pty Ltd trading as Evie Networks.

The Council contribution towards the construction of an electric vehicle charging station will be \$50,000 excluding GST. The contribution amount is in line with the estimated cost for this item in the project budget and the total forecast spend is currently under budget for the overall project.

The licence will be for 10 years, commencing 14 September 2023, with 1 further term of 5 years.

**REGIONAL, STATE AND NATIONAL PLANS AND POLICIES**

Not applicable to this report.

**COUNCIL PLANS AND POLICIES**

The Leasing and Licencing of Council Facilities Policy was adopted by Council at its meeting held Wednesday, 14 December 2022.

**TRANSPARENCY OF COUNCIL DECISIONS**

Council gave public notice of intention to Licence under Section 115 of the *Local Government Act 2020*

**CONFLICTS OF INTEREST**

No officer involved in the preparation of this report has a conflict of interest.

# Electric Vehicle Charging Station Licence Agreement

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Buloke Shire Council ABN 89 293 793 980 (**Licensor**)

Fast Cities Australia Pty Limited ACN 613 484 754 (**Licensee**)

## Information table

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### Parties

**Name** **Buloke Shire Council**  
**ABN** 89 293 793 980  
**Short form name** **Licensor**  
**Notice details** Postal address: PO Box 1 Wycheproof VIC 3527  
 Telephone: 1300 520 520  
 Email: buloke@buloke.vic.gov.au  
 Attention: Trevor Rumbold

**Name** **Fast Cities Australia Pty Ltd ACN 613 484 754**  
**Short form name** **Licensee**  
**Notice details** Postal address: GPO Box 1821, Brisbane QLD 4001  
 General Email: property@goevie.com.au  
 Accounts Email: accounts@fastcities.com.au  
 Attention: Property Manager

Site code

### Items

- Item 1** **Licensed Area** (clause 1.1)  
 That part of the Land shown hatched on the plan in Annexure A being part of the property known as 68A Woods Street, Donald VIC 3480, and where the context requires, includes any areas utilised by the Licensee under clauses 4.2, 4.4 and 8.
- Item 2** **Commencement Date** (clause 1.1)  
 14<sup>th</sup> of September 2023
- Item 3** **Expiry Date** (clause 1.1)  
 13<sup>th</sup> of September 2033
- Item 4** **Term** (clause 1.1)  
 Ten (10) years, having regard to clause 12.4 providing the Licensee a first right of refusal over the Land for a further term of five (5) years.
- Item 5** **Licence Fee** (clause 1.1)  
 As set out in clause 3.1
- Item 6** **Nominated Account** (clause 3.3)  
 ~ INFORMATION REMOVED FOR PRIVACY PURPOSES~

# Agreed terms

## 1. Defined terms & interpretation

### 1.1 Defined terms

In this Licence:

**Break Date** means each fifth anniversary of the Commencement Date.

**Business Day** means any day in the State which is not a Saturday, Sunday or Public Holiday.

**Commencement Date** means the date stated in Item 2.

**Equipment** means any and all equipment, ancillary installations and necessary or desirable equipment required to operate and maintain an electric vehicle charging station or to carry out the Permitted Use now and in the future, including but not limited to vehicle chargers, charge posts, lighting, switchgear, signage, security, canopies, fencing or other visual barriers, and energy capture and all associated civil works.

**Expiry Date** means the date stated in Item 3.

**Energy** means the power supplied to the Equipment for the Permitted Use.

**Government Agency** means any government or any governmental, semi-government, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

**GST** means a goods and services tax or like tax payable by the Licensor in respect of a supply under this Licence.

**Information table** means the part of this document described as Information table.

**Item** means an item appearing in the Information table.

**Land** means the whole of the land identified in certificate of title Lot 1 TP174450 Volume 9363 Folio 257.

**Licence** means the agreement that exists between the Licensor and the Licensee in relation to the Licenced Area of whatever nature and whether at law or in equity as evidenced in whole or in part by this document.

**Licence Fee** means the amount stated in Item 5.

**Licensed Area** means the area described in Item 1.

**Licensee** means the licensee described on the front page of this Licence and its successors and assigns or, if the Licensee is a natural person, its executors administrators and assigns and in either case its employees, agents and contractors.

**Licensor** means the licensor described on the front page of this Licence and its successors and assigns or, if the Licensor is a natural person, its executors, administrators and assigns and in either case its employees, agents and contractors.

**Month** means calendar month.

**Permitted Use** means constructing, maintaining and operating an electric vehicle parking and charging station and any incidental or complementary uses including but not limited to installing, storing, operating, repairing, maintaining, altering, and replacing electrical services consistent with the evolving nature of an electric vehicle charging station.

**Related Body Corporate** where the Licensee is a holding company of another body corporate, a subsidiary of another body corporate or a subsidiary of a holding company of another body corporate means that other body corporate.

**State** means the State or Territory of the Commonwealth of Australia in which the Land is situated.

**Statute** means any statute, regulation, proclamation, ordinance or by-law of the Commonwealth of Australia or the State and includes all statutes, regulations, proclamations, ordinances or by-laws varying consolidating or replacing them and all regulations, proclamations, ordinances and by-laws issued under that statute.

**Term** means the term of this Licence set out in Item 4.

## 1.2 Interpretation

In this Licence, unless the context otherwise requires:

- (a) headings and underlinings are for convenience only and do not affect the interpretation of this Licence;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government Agency;
- (e) a reference to any thing includes a part of that thing;
- (f) a reference to a part, clause, party, annexure, exhibit, information table or schedule is a reference to a part and clause of and a party, annexure, exhibit, information table and schedule to this Licence;
- (g) where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next succeeding day which is a Business Day;
- (h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Licence or any part of it; and
- (i) a covenant or agreement on the part of two or more persons binds them jointly and severally.

## 2. Term of Licence and holding over

### 2.1 Grant of Licence

The Licensor grants to the Licensee a licence to use the Licensed Area (in common with the Licensor) for the Term. Nothing in this Licence confers on the Licensee any rights as a tenant of the Licensed Area or creates the relationship of landlord and tenant between the parties.

### 2.2 Term of the Licence

The Term commences on the Commencement Date and expires on the Expiry Date, subject to the provisions of this Licence.

### 2.3 Yearly holding over

- (a) If the Licensee occupies the Licensed Area after the Expiry Date (other than pursuant to the grant of a further licence) without demand for possession by the Licensor, the Licensee does so as a yearly licensee for yearly terms thereafter on the same terms and conditions as this Licence as far as they apply to a yearly licence.
- (b) Either the Licensor or the Licensee may terminate the yearly tenancy under clause 2.3(a) by giving the other at least six months' prior written notice.

### 3. Payment

#### 3.1 Licensee's Covenant

The Licensee must pay the Licence Fee to the Licensor during the Term. The Licence Fee is 5% of the Net Operating Income.

Net Operating Income = the Licensee's gross revenue minus the cost of the onsite Energy, billing/Transaction Fees and Bad Debts

If the Net Operating Income is negative in value, the Licensor will not be required to make any payment to the Licensee.

#### 3.2 Payment of Licence Fee

- (a) The Licence Fee is to be calculated by the Licensee on each anniversary of the Commencement Date and paid to the Licensor in arrears.
- (b) Within 30 days following each anniversary of the Commencement Date, the Licensee must give the Licensor a statement of the Licence Fee payable for the previous year. The Licensee must pay the Licensor the Licence Fee within 30 days from receiving an invoice from the Licensor for the Licence Fee payable for the previous year of the term.
- (c) The Licensee must pay the Licence Fee to the Licensor or to any other person the Licensor notifies to the Licensee. Any notification must be at least 30 days prior to the date for payment of Licence Fee.
- (d) The Licensee must keep accurate accounting records of the Licensee's gross revenue (**records**), including the number of transactions, for 24 months after the end of each year of the term.
- (e) The Licensee's gross revenue means the aggregate of any revenue generated from the electric charging site as set out in Annexure A to the Licence.
- (f) The Licensee's gross revenue does not include:
  - (i) any revenue that is generated at any other electric charging site other than that within the Licensed Area.
  - (ii) anything other than what is outlined above in clause 3.2(e).

#### 3.3 EFT payments

The Licensee may pay the Licence Fee by Electronic Funds Transfer (**EFT**) to the account nominated in Item 6. The Licensor may notify another account in Australia to which payments may be made by EFT to replace the account stated in Item 6. The notification must be at least 30 days prior to the date for payment of Licence Fee. Payment by EFT by the Licensee's banker to the relevant nominated account by the due date is a full discharge for the payment.

#### 3.4 Rates, taxes and outgoings

The parties acknowledge and agree that:

- (a) the Licence Fee is a gross amount and the Licensee is not required to pay any rates, taxes, charges, levies or outgoings which are charged to, levied on or relate to the Land (including but not limited to the Licensed Area) except for electricity charges which are payable by the Licensee under clause 8; and
- (b) the Licensor must pay all rates, taxes, charges, levies and outgoings which are charged to, levied on or relate to the Land (including but not limited to the Licensed Area).

#### 3.5 Definitions

In this clause 3.5 and clauses 3.6 to 3.8:

- (a) **ABN** means Australian Business Number being an 11 digit identifying number allocated by the Australian Business Register ([www.abr.business.gov.au](http://www.abr.business.gov.au));
- (b) words or expressions which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* have the same meaning; and
- (c) a reference to the Licensor or Licensee includes their GST group representative member (if applicable).

### 3.6 ABN

- (a) The Licensor warrants that the Licensor:
  - (i) has an ABN; or
  - (ii) does not have an ABN, on the basis it is not entitled to have one under the *A New Tax System (Australian Business Number) Act 1999*; and
  - (iii) if it appoints a third party to manage the leasing/licensing of the Licensed Area on its behalf and the third party's ABN is quoted in any tax invoice, invoice or other document relating to this Licence, the third party does so as agent for the Licensor in accordance with Australian Taxation Office's public ruling GSTR 2000/37: agency relationships and the application of the law.
- (b) If the Licensor does not have an ABN or the Licensor's ABN is cancelled, the Licensor must immediately notify the Licensee and unless the Licensor provides evidence that the Licensor is not entitled to have an ABN under the *A New Tax System (Australian Business Number) Act 1999*, the Licensor acknowledges that the Licensee will be required to deduct from each payment to the Licensor, PAYG withholding tax pursuant to section 12-190 of Schedule 1 to the *Taxation Administration Act 1953*.
- (c) If the Licensor does not comply with its obligations or breaches any warranty under this clause 3.6, the Licensor indemnifies the Licensee for any tax, charge, fine, penalty or other impost which the Licensee incurs or becomes liable to pay as a result of the Licensor's default or breach of warranty.

### 3.7 Licensor registered for GST

The following provisions apply in relation to GST:

- (a) Unless stated to the contrary, all payments to be made by the Licensee under this Licence (including but not limited to Licence Fee) are calculated without regard to GST. If a payment by the Licensee to the Licensor under this Licence is consideration for a supply by the Licensor under this Licence on which the Licensor must pay GST, the Licensee must also pay the Licensor an additional amount equal to the GST payable by the Licensor on that supply.
- (b) The Licensor must issue a tax invoice to the Licensee for any taxable supply made by the Licensor to the Licensee under this Licence before the consideration payable for that supply is due and the Licensee need not pay for a particular taxable supply until such time as the Licensor has issued a tax invoice to the Licensee for that supply.
- (c) If a payment to a party under this Licence is a reimbursement or indemnification calculated by reference to a loss, cost or expense incurred by that party, then the payment must be reduced by the amount of any input tax credit to which that party is entitled for the acquisition to which that loss, cost or expense relates.

### 3.8 Licensor not registered for GST

- (a) The Licensor must notify the Licensee of its GST registration status on or before execution of this Licence and must immediately notify the Licensee if it ceases to be registered for GST at any time during the Term.
- (b) Despite any other clause in this Licence, if the Licensor is not registered for GST or ceases to be registered for GST:

- (i) the Licensee is not required to make a payment under this Licence (including but not limited to Licence Fee) until the Licensor provides the Licensee with an invoice for the payment quoting either the Licensor's ABN or the Licensor's agent's ABN; and
- (ii) if GST is incorrectly charged on any invoice or tax invoice issued by the Licensor or any third party on its behalf, the Licensor:
  - (A) must immediately refund the overcharged GST amount to the Licensee; and
  - (B) indemnifies the Licensee for any interest, fines or penalties imposed on the Licensee as a result of overclaiming any input tax credits.

## 4. Use of Licensed Area

### 4.1 Permitted use

- (a) The Licensee will use the Licensed Area for the Permitted Use.
- (b) The Licensor may not unreasonably withhold consent to a request by the Licensee to change the Permitted Use, provided the change is permitted by law.

### 4.2 Temporary Use Area

- (a) The Licensor grants to the Licensee the right to temporarily use so much of the Land immediately adjoining and adjacent to the Licensed Area or any installation of the Licensee as is reasonably required during installation, erection, construction, dismantling, operation, repair, maintenance, alteration and renewal of the Equipment.
- (b) When exercising its rights pursuant to this clause 4.2 the Licensee must use reasonable endeavours to cause minimal disruption and inconvenience to the Licensor and its occupants as far as is practicable.
- (c) After temporarily using the Land adjoining and adjacent to the Licensed Area or any installation or erection of the Licensee, the Licensee will restore the surface of the Land as so used as near as practicably possible to its state prior to such use by the Licensee to the reasonable satisfaction of the Licensor.
- (d) The provisions of clause 6.2 will apply to the exercise by the Licensee of its rights pursuant to this clause 4.2.

### 4.3 Requirements of Government Agencies

The Licensee must comply promptly with any Statute in respect of the Licensee's use of the Licensed Area and any requirements, notices or orders of any Government Agency having jurisdiction or authority in respect of the Licensed Area or the use of the Licensed Area. The Licensee is under no liability for structural alterations unless caused or contributed to by the Licensee's particular use or occupation of the Licensed Area.

### 4.4 Cabling

- (a) For the purpose of the operation of the Licensee's Equipment, the Licensor will permit the Licensee to install, erect, construct, dismantle, store, operate, repair, maintain, alter and renew and use above or below ground cabling, wiring, piping, earthing straps and conduits to and from the Licensed Area (and between them if there are separate leased areas) and where necessary to construct supports for that cabling.
- (b) In exercising its rights under this clause 4.4, the Licensee must:
  - (i) consult with the Licensor as to the proposed location of the cabling;
  - (ii) not cause any lasting material damage to the Land or material interference with the Licensor; and

- (iii) restore the surface of the Land as so used as nearly as practicably possible to its state prior to use by the Licensee to the reasonable satisfaction of the Licensor.
- (c) The provisions of clause 6.2 will apply to the exercise by the Licensee of its rights pursuant to this clause 4.4.

#### **4.5 Consents**

The Licensor irrevocably authorises the Licensee to make at the expense of the Licensee any application for consent or approval to any Government Agency to use or develop the Licensed Area for the use referred to in clause 4.1 and to exercise and procure (at the Licensee's expense) every right of appeal arising from the determination of any such application or the failure to determine the application. The Licensor must sign all documentation and do all such things as the Licensee or any person nominated by the Licensee reasonably requires (at the cost and expense of the Licensee) to authorise or assist in obtaining consent or approval from any Government Agency to use or develop the Licensed Area for the use referred to in clause 4.1.

#### **4.6 Signage**

The Licensee may at the Licensee's cost, install, repair, maintain, alter, replace and renew:

- (a) signage, branding and/or advertising on the Licensed Area; and
- (b) directional and way finding signage on the Land.

#### **4.7 Licensor can propose signage**

- (a) The Licensor may, at any time during the term, propose art works to be displayed on the rear of the electric vehicle chargers.
- (b) The Licensee agrees to act in good faith in agreeing with the Licensor the artwork to be displayed pursuant to clause 4.7(a).

### **5. Access to the Licensed Area and use of services**

- (a) The Licensor consents to the Licensee and persons authorised by the Licensee without the need for prior notice and with or without materials, plant and other apparatus and vehicles entering the Land for the purpose of using the Licensed Area and exercising its rights under this Licence at all times of the day and night during the Term.
- (b) The Licensor consents to the Licensee and persons authorised by the Licensee without the need for prior notice using services provided on the Land which are freely made available for use by the public.
- (c) Except in respect of the Licensee's installation of the Equipment, the Licensor agrees that the Licensor will provide waste collection on the Land at no additional cost to the Licensee.

### **6. Insurance, indemnities and release**

#### **6.1 Obligation to insure**

The Licensee will obtain and hold in place for the Term a public liability insurance policy in order to cover any loss or damage which is commonly covered by public liability insurance in respect of the Licensed Area in the sum of not less than AUD \$20 million. The Licensee will provide the Licensor with its most recent public liability certificate and update this within a reasonable period upon each renewal of this policy.

#### **6.2 Licensee's release and indemnity**

- (a) The Licensee releases the Licensor from liability the Licensor may have to the Licensee arising out of any actions, claims, and demands for compensation in respect of any property damage, death or injury occurring in the Licensed Area caused by the Licensee

in the course of performing the Permitted Use or other activities authorised by this Licence during the Term.

- (b) The Licensee indemnifies the Licensor for the Licensor's liability arising out of any actions, claims, and demands which the Licensor suffers or incurs in respect of injury or death to persons or damage to property caused by the Licensee's negligence, omission, default or wilful act in the course of performing the Permitted Use or other activities authorised by this Licence during the Term.

### **6.3 Negligence or default of Licensor**

The releases and indemnities in clause 6.2 do not apply to any act, matter, thing or consequence to the extent it arises out of the negligence, omission, default or wilful act of the Licensor.

## **7. Installation and maintenance**

### **7.1 Repair and maintenance**

The Licensee must maintain the Equipment and the Licensed Area in good repair, order and condition during the Term, fair wear and tear excepted.

### **7.2 Construction and alterations**

The Licensee may at the Licensee's option and expense after complying with the requirements of any Government Agency to the extent required by law install, erect, construct, dismantle, store, operate, repair, maintain, alter and renew on the Licensed Area any Equipment for the Permitted Use.

## **8. Electricity supply**

- (a) For the purpose of carrying out the Licensee's use of the Licensed Area the Licensor must at the Licensee's cost:
  - (i) permit the Licensee to connect the Licensed Area to an electricity supply (including allowing the Lessee to make provisions for emergency back up power) suitable for the Permitted Use and to install on the Land any necessary or desirable electrical equipment and/or earthing apparatus as is necessary for the safe continuous use of the Licensee's Equipment on the Licensed Area. The supply of this electricity must be made through a dedicated usage meter so that the Licensee is directly accountable to the relevant authority for payment of electricity consumed by it on the Licensed Area.
- (b) Where the Licensee connects the Licensed Area to an electricity supply or maintains or upgrades an electricity connection, then:
  - (i) any other person who wishes to utilise the electricity connection must contribute to the cost of connection, upgrading and maintenance as apportioned by the Licensee; and
  - (ii) the Licensor must not grant or allow to be granted to any third party an interest or a right to use the connection until that party first reaches an agreement with the Licensee as to the terms and amount of the contribution.

## **9. Termination**

### **9.1 Events of termination**

If:

- (a) the Licensed Area is damaged or destroyed or if there is interruption to access to the Licensed Area so as to render the Licensed Area or any part of the Licensed Area wholly

or substantially unfit for the occupation or use of the Licensee or inaccessible by any means of access;

- (b) the Licensee commits a breach of a material obligation and has not remedied that breach within 30 days, or such reasonable time having regard to the nature of the breach. Should the Licensee require a further period of time the Licensee must provide evidence supporting this requirement;
- (c) any application to a Government Agency for a required consent or permit for the installation and use of the Licensed Area for the Permitted Use is granted to the Licensee with conditions unacceptable to it in its absolute and unfettered discretion or is finally rejected or is cancelled, lapses or is otherwise terminated and no further or replacement consent or permit can reasonably be obtained;

or

- (d) the Licensor commits a breach of a material obligation and has not remedied that breach within a reasonable period of notice from the Licensee having regard to the nature of the breach,

then this Licence may be terminated immediately by notice, by the Licensee in the case of subclauses (a), (c), or 0 and by the Licensor in the case of subclause (b).

## 9.2 Effect on rights or liabilities

Termination of this Licence does not affect the rights or liabilities of the parties in relation to any cause of action accruing prior to termination.

## 9.3 Licensee to yield up

Subject to clause 9.4, the Licensee must at the expiration or sooner termination of the Term yield up the Licensed Area in good repair and clean condition (fair wear and tear excepted), having regard to its condition at the Commencement Date.

## 9.4 Removal of Licensee's fixtures and chattels

- (a) The Licensee must:
  - (i) within 90 days of the Expiry Date (unless there is in place after this Licence a further agreement between the Licensor and the Licensee);
  - (ii) within a reasonable period of earlier termination of this Licence; or
  - (iii) by such other date as the Licensor and the Licensee agree in writing,remove from the Licensed Area the Licensee's Equipment and all above ground fixtures, fittings, plant, machinery, cables and other equipment brought by it onto the Licensed Area or the Land and cap, decommission and render inoperative all cabling, wiring, piping, earthing straps and conduits installed by the Licensee under clause 4.4.
- (b) In removing above ground fixtures the Licensee must restore the surface of the Land as so nearly as practicably possible to the state immediately prior to the removal, fair wear and tear excepted.
- (c) The Licensee may remove all underground cabling, wiring, piping, earthing straps and conduits installed by the Licensee under clause 4.4.

## 9.5 Termination on a Break Date

The Licensee may terminate this Licence on a Break Date by giving at least 6 months' prior written notice to the Licensor, in which case the nominated Break Date becomes the Expiry Date.

## 10. Notices

### 10.1 Method of service

Any notice to be given under this Licence by one of the parties to the other must be in writing and is given for all purposes by delivery in person, by pre-paid post or by email addressed to the receiving party at the address set out in the notice details in the Information table.

### 10.2 Time of service

Any notice given in accordance with this Licence will be deemed to have been duly served in the case of posting, at the expiration of five Business Days after the date of posting and in the case of an email transmission, on the first Business Day after the date of transmission (providing the sending party receives an email delivery receipt indicating that the notice has been transmitted).

### 10.3 Change of address

A party may at any time change its postal address or email address by giving notice to the other party.

## 11. Assignment, novation and sublicensing

### 11.1 Licensee not to assign or novate

The Licensee must not assign or novate this Licence except under clause 11.2 or with the prior written consent of the Licensor under clause 11.3.

### 11.2 Assignment or novation to a Related Body Corporate

The Licensee may from time to time without the consent of the Licensor assign or novate this Licence or grant a sublicense to a Related Body Corporate of the Licensee. Should the Licensee assign a majority of its portfolio to a third party, the Licensee must gain the Licensor's written consent, of which should not be unreasonably withheld.

### 11.3 Assignment

Subject to clause 11.2 the Licensee may assign or novate this Licence or grant a sublicense with the prior written consent of the Licensor such consent not to be unreasonably withheld or delayed.

## 12. Licensor's covenants

### 12.1 Quiet enjoyment

- (a) The Licensor covenants that the Licensee may peaceably hold and enjoy the Licensed Area and its rights under this Licence during the Term without any interruption by the Licensor or any person rightfully claiming through the Licensor.
- (b) The Licensor must not interfere with the Equipment or Permitted Use on the Licensed Area and must not grant a licence or any other dealing over the Licensed Area to any other third party during the Term which materially interferes with the Permitted Use or enjoyment of the Licenced Area.

### 12.2 Restriction on Licensor's use of the Land

The Licensor must not itself knowingly, nor will it knowingly permit any third party to:

- (a) do anything on the Land which is likely to cause physical or electrical interference which obstructs, interrupts or impedes the use or operation of the Licensee's Equipment;
- (b) park non electric charging vehicles in any parking spaces licensed to the Licensee; or

- (c) undertake works or installation activities within a 5 metre radius of the electric vehicle chargers, other external electrical infrastructure or the car parking bays located within the Licensed Area unless otherwise consented by the Licensee (which consent shall not be unreasonably withheld or delayed),

and in the event of the Licensee notifying the Licensor of any breach of this clause, the Licensor must remove such interference to the extent it is within its power to do so.

### 12.3 Dealings affecting the Licenced Area

- (a) Before the Licensor sells, transfers or leases the Land or any part thereof comprising the Licensed Area to any person, the Licensor must novate this Licence to that person or otherwise, to the Licensee's reasonable satisfaction, ensure that the Licensee's rights under this Licence are not adversely affected by such dealing.
- (b) The Licensor must not enter into any other dealing over the Land or any part thereof comprising the Licensed Area without the Licensee's prior written consent, such consent not to be unreasonably withheld so long as the Licensee's rights under this Licence are not adversely affected by such dealing.
- (c) The Licensor must not assign its rights under this Licence to another person or enter into any arrangement over or in respect of this Licence without the prior consent of the Licensee, such consent not to be unreasonably withheld or delayed.

### 12.4 First Right of Refusal

- (a) The Licensor must not lease or license any part of the Available Land to a Proposed Lessee without first offering a lease or licence of the Available Land to the Licensee on terms that are substantially similar to this Licence, for a minimum term of 5 years, or as otherwise agreed by the parties.
- (b) If within 20 Business Days of receipt by the Licensee of the Offer to Licence the Licensee serves the Notice of Acceptance then the Licensee must within a further 10 Business Days prepare and forward to the Licensor the New Licence (in triplicate) executed by the Licensee, unless the parties have agreed otherwise.
- (c) The Licensor must within 15 Business Days of receipt of the New Lease, return to the Licensee a copy of the New Licence executed by the Licensor.
- (d) If the Licensee does not serve a Notice of Acceptance or notifies the Licensor that it does not wish to lease the Available Land, then the Licensor may lease the Available Land to the Proposed Lessee on terms and conditions not more favourable than the terms and conditions of the Offer to Lease.
- (e) In this clause:
  - (i) **Available Land** means any part of the Land
  - (ii) **Proposed Lessee** means anyone other than the Licensee who is in the business of providing electric vehicle charging stations or electric vehicles or a similar permitted use;
  - (iii) **Lease Documentation** means genuine bona fide and binding documentation to lease or licence the Available Land;
  - (iv) **Offer to Licence** means a notice from the Licensor to the Licensee offering to lease or licence the Available Land to the Licensee containing:
    - (A) a copy of the Lease Documentation, being as set out in clause 12.4(a)
  - (v) **Notice of Acceptance** means a notice by the Licensee to the Licensor that the Licensee will lease or licence the Available Land; and
  - (vi) **New Licence** means a lease or licence of the Available Land between the Licensor and the Licensee containing the same terms and conditions as were set out in the Lease Documentation and otherwise generally the same terms as this Licence, for a minimum term of 5 years or as otherwise agreed by the parties.

- (f) Notwithstanding any other provision, this clause 12 will survive for five years following the Expiry Date of this Licence.

## 13. Miscellaneous

### 13.1 Costs

The Licensee must:

- (a) pay all stamp duty (including penalties and fines other than penalties and fines due to the default of the Licensor) on this Licence; and
- (b) pay the Licensor's reasonable mortgagee's consent fees for consenting to this Licence.

### 13.2 Governing law

This Licence is governed by the laws of the State and the Commonwealth of Australia and the Licensor and the Licensee submit to the non-exclusive jurisdiction of the Courts of the State.

### 13.3 Electronic execution and counterparts

- (a) Each party consents to the signing of this Licence by electronic means and in accordance with all laws. The parties agree to be legally bound by this Licence signed in this way.
- (b) This Licence may be executed in counterparts, all of which taken together constitute one document

## 14. Construction

### 14.1 Licensor's Capital Contribution

- (a) The Licensor acknowledges and agrees that it will make available a \$50,000.00 capital contribution to construction costs (including power upgrade, build etc as required) for the installation.
- (b) Any additional construction costs above the Licensor's contribution pursuant to clause 14.1(a) are the responsibility of the Licensee.
- (c) The parties will do all things reasonable and necessary to have the electric vehicle chargers pursuant to this Licence and the Other Licence operational on or before 1 January 2024.
- (d) For the avoidance of any doubt, the Licensee will retain legal title to the Equipment notwithstanding the Licensor's contribution to construction costs in accordance with clause 14.1(a).

## 15. Reporting & Data Collection

The Licensee must, on a quarterly basis, or otherwise upon Council's reasonable request, except where disclosure is prohibited by any laws, provide to Council information as set out in Annexure B.

## 16. New Option to Lease if Equipment deemed unusable

- (a) If the Equipment is deemed unusable at any point during the Term and requires replacing, as reasonably determined by the Licensee, the Licensee will provide notice in writing to the Licensor that the Equipment is unusable.
- (b) If clause 16(a) occurs, the Licensee will replace the equipment at the Licensee's cost, unless otherwise agreed between the parties.

- (c) If clause 16(b) occurs, the Licensor will grant to the Licensee a further extension of this Licence of the Licensed Area on the same terms as this Licence, for the 9 year and 364 days period commencing 30 days from the date that the notice pursuant to clause 16(a) is given.

# Signing page

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**EXECUTED** as an agreement on the \_\_\_\_\_ day of \_\_\_\_\_ 2023

## Licensor Execution

**Signed, sealed and delivered** for and on behalf of **BULOKE SHIRE COUNCIL ABN 89 293 793 980** by its authorised delegate in the presence of:

\_\_\_\_\_

Signature of witness

\_\_\_\_\_

Signature of delegate

\_\_\_\_\_

Name of witness (print)

\_\_\_\_\_

Name of delegate (print)

\_\_\_\_\_

\_\_\_\_\_

Office Held

## **Licensee Execution**

**EXECUTED** by **FAST CITIES AUSTRALIA PTY LTD ACN 613 484 754** in accordance with s127 of the *Corporations Act 2001* (Cth):

\_\_\_\_\_

Signature of Authorised Person

\_\_\_\_\_

Signature of Authorised Person

\_\_\_\_\_

Name of Authorised Person

\_\_\_\_\_

Name of Authorised Person

\_\_\_\_\_

Office Held

\_\_\_\_\_

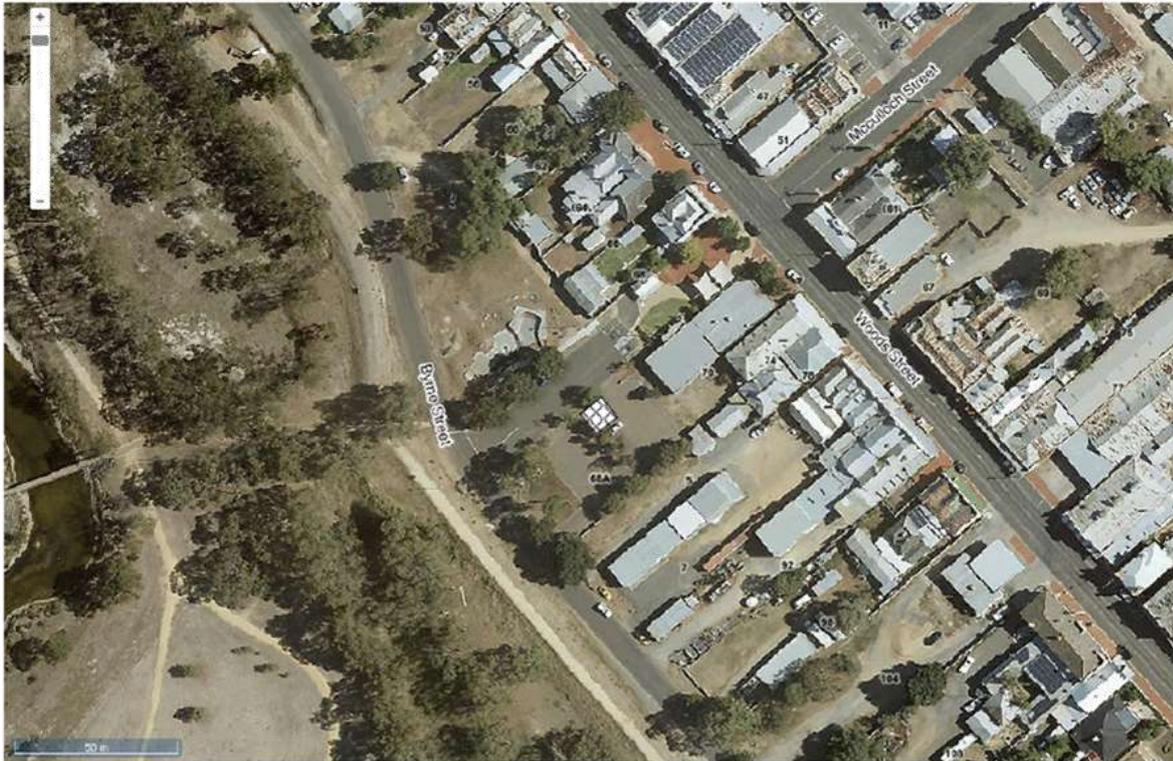
Office Held

# Annexure A

Plan referred to in Item 1

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Licensed Area as positioned on the Land



 Licensed Area (cross-hatched included as the Licensed Area)

Dimensions of the Licensed Area (mm): 7800 x 5000

<p><small>Notes:</small> Drawings are not for construction purposes. They have been produced based on information available at the time provided by Evie Networks and other third parties.</p>	  	<p><small>Destination: Charging Access Station, (Public Project)</small></p> <p>Site Code: 00001                  Site Name: Donald                  Site Address: 100 Buloke St, Donald, VIC 3488</p>	<p>Drawing No: <b>Site Works</b></p> <p>Date: 30/08/2023                  Version: 1</p>
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# Annexure B

Data Sharing referred to in clause 15

The following Data will be provided from the Licensee to Council Licensor on a quarterly basis or upon reasonable request.

Date	Charge duration (Mins)	Energy Provided (kwh)
14 June 22	20	17
14 June 22	10	6
15 June 22	15	13
...	...	...

- Utilisation per month
- Total charging sessions
- Breakdown of individual charging session including charge duration (minutes) and energy provided (kWh)
- Total unique drivers
- Postcodes (where available)
- CO2e-kg saved using GreenPower
- CO2e-kg saved replacing ICE vehicles

**8.3 FINANCIAL REPORTS**

Nil

**8.4 ORGANISATIONAL REPORTS**

Nil

**8.5 REPORTS FROM COUNCILLORS**

Nil

## 9. OTHER BUSINESS

### 9.1 NOTICES OF MOTION

#### 9.1.1 NOTICE OF MOTION - INTRODUCTION OF WINDFALL GAINS TAX

**Author's Title:** Councillor

**Department:** Office of the CEO

**File No:** GO/09/01

**Relevance to Council Plan 2021 - 2025**

**Strategic Objective:** Our Community Wellbeing

#### PURPOSE

The purpose of this report is for Council to consider writing to the Minister for Planning on the impacts on small rural communities of the introduction of the Windfall Gains Tax (WGT).

#### SUMMARY

From 1 July 2023, a WGT applies to all land rezoned by a planning scheme amendment that results in a value uplift to the land of more than \$100,000. In determining the value uplift, all land owned by the person or group and subject to that rezoning is taken into account.

The impact of the WGT on developers in small rural communities such as those in the Buloke municipality would make rezoning largely prohibitive and therefore stymie any development in our municipality.

#### RECOMMENDATION

That Council write to the Minister for Planning on the impacts on small rural communities of the introduction of the Windfall Gains Tax.

**Attachments:** Nil

#### PRESENTER

Cr Graeme Milne.

#### DISCUSSION

The shortage of appropriate housing stock is being felt right across the country and Buloke is no exception. Demand for housing of all types throughout the municipality, particularly for workers and families looking for lifestyle blocks has been identified in the Economic Development and Tourism Strategy and other key strategic documents.

The introduction of the WGT will act as a handbrake on landholders who are looking to rezone land to appropriate zoning for housing. This will therefore exacerbate the housing issues experienced in small rural communities and thereby impact the long term viability of our townships.

Consideration must be given to small communities and their needs for increased and improved housing stock.

#### RELEVANT LAW

Not Applicable

**RELATED COUNCIL DECISIONS**

Not Applicable

**OPTIONS**

Not Applicable

**SUSTAINABILITY IMPLICATIONS**

The demand for suitable housing for Buloke has been identified over time in a range of strategies, the WGT has the potential to arrest any rezoning of land on the edge of our townships.

**COMMUNITY ENGAGEMENT**

The community has provided considerable input on the need for new housing stock across the municipality.

**INNOVATION AND CONTINUOUS IMPROVEMENT**

Not Applicable

**FINANCIAL VIABILITY**

Not Applicable

**REGIONAL, STATE AND NATIONAL PLANS AND POLICIES**

The Loddon Mallee North Regional Growth Plan considers a range of land uses including residential, to sustainably accommodate growth ensuring land supply for employment and housing in appropriate locations, meeting the housing needs of a changing demographic and the needs of a mobile and seasonal workforce.

The Victorian Government's housing strategy identifies that initiatives and reforms will be introduced to meet demand and facilitate the supply of more social and other affordable housing for the state.

The Federal Government has a policy focused on improving housing supply and affordability which identifies a safe place to call home as a basic need all Australians should have access to.

**COUNCIL PLANS AND POLICIES**

The availability of housing is a common theme identified in the Council Plan 2021-2025 and the Interim Economic Development and Tourism Strategy 2022-2023.

**TRANSPARENCY OF COUNCIL DECISIONS**

Not Applicable

**CONFLICT OF INTEREST**

No Officer involved in the preparation of this report has a conflict of interest.

**9.2 QUESTIONS FROM COUNCILLORS**

Nil

**9.3 URGENT BUSINESS**

Nil

**9.4 ANY OTHER BUSINESS**

**9.1 MATTERS WHICH MAY EXCLUDE THE PUBLIC**

Nil

**10. MEETING CLOSE**