

**12.15. RAA EV CHARGE PROGRAM – LICENCE AGREEMENT & PUBLIC CONSULTATION**

REPORT INFORMATION									
Report Title	RAA EV Charge Program – Licence Agreement & Public Consultation								
Records Reference	9.24.1.2 REP23189								
Organisational Unit	Environment & Infrastructure								
Responsible Officer	Manager Building & Property - Brad Tolley								
Report Attachment/s	Yes Attachment 13 N239915 Consultation Summary Report AGREE23241 RAA Licence Agreement - Partially Executed								
REPORT PURPOSE									
The purpose of this report is to provide Council with a summary of the public consultation feedback and obtain Council’s authorisation to proceed with the Licence Agreement considerate of the feedback received in respect of the RAA EV Charge Program.									
REPORT DECISION MAKING CONSIDERATIONS									
Council Role	Owner / Custodian - Manage community assets including buildings, facilities, public space, reserves on behalf of current and future generations								
Strategic Alignment	SDP GOAL:      Goal 4: Sustainable Environment SDP ACTION:    4.4 Support and implement renewable energy, energy efficiency, emissions reduction and community sustainability initiatives								
Annual Business Plan 2023/24	ABP INITIATIVE: Not Applicable ABP PROJECT:   Not Applicable								
Legislation	Local Government Act 1999								
Policy	Public Consultation & Community Engagement 2.63.1								
Budget Implications	Not Applicable <table border="1"><thead><tr><th>DESCRIPTION</th><th>BUDGET AMOUNT \$</th><th>YTD \$</th></tr></thead><tbody><tr><td>-</td><td>-</td><td>-</td></tr></tbody></table> Budget assessment comments: Nil – Due to cost recovery arrangements			DESCRIPTION	BUDGET AMOUNT \$	YTD \$	-	-	-
DESCRIPTION	BUDGET AMOUNT \$	YTD \$							
-	-	-							
Risk Implications	Low Risk								
Resource Implications	This is a planned resource allocation								
Public Consultation	Yes - Recommended								

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<b>IAP2 Commitment</b>	CONSULT - We will keep you informed, listen to and acknowledge concerns and aspirations, and provide feedback on how public feedback input has influenced the decision.
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**OFFICER'S RECOMMENDATION**

## That Council

1. Receive and note the submissions received during the RAA EV Charge Program Licence Agreement Public Consultation process as presented as an attachment to this report;
2. Having regard to the process undertaken, is satisfied the community consultation has met the requirements of Council's Public Consultation & Community Engagement Policy;
3. With consideration of all submissions received and the advice provided in the Council report, request that RAA Innovation Pty Ltd, as part of installation works and at their expense, install frosted window film to the full elevation of glazing at a finished height of 1800mm; and
4. On the basis that Item 3 of this recommendation is satisfied, authorise the CEO or delegate to provide written notice to RAA Innovation Pty Ltd that Special Condition 1, shown as Item 8 of the Schedule of the Licence Agreement, has been met.

**12.15 RAA EV CHARGE PROGRAM – LICENCE AGREEMENT & PUBLIC CONSULTATION****REPORT DETAIL**

As reported at the August 2023 Ordinary Council meeting, RAA Innovation Pty Ltd (RAA) are delivering a state-wide EV charging network on behalf of the Department for Energy and Mining. Council was approached with a request to licence the use of a portion of land at the Port Lincoln Leisure Centre to allow for the installation of 'destination chargers' (7kW charging stations) as part of that program.

The terms known at the time of reporting were:

- The charging bays would occupy 3 car park spaces;
- The licence term was requested as 5 years with a right of renewal for a further 5-year period;
- Council would supply the power to the charging stations which would be on-charged to the RAA at cost; and
- All installation, maintenance and other ongoing costs associated with the chargers and required works would be borne by the RAA.

Council passed the following resolution –

**CO 23/188      Moved: Councillor Staunton      Seconded: Councillor Cowley**

**That Council**

3. **Will pursue participation in the Statewide EV Network program, delivered by RAA, and grant a Licence Agreement for a portion of land situated at 2 Jubilee Drive, Port Lincoln, SA 5606 (contained in certificate of title volume 6105 folio 588) with a licence term of 5 years with optional 5-year renewal; and**
4. **In accordance with section 202 of the Local Government Act 1999 and the Public Consultation and Community Engagement policy 2.63.1, will carry out a Public Consultation process regarding the proposed alienation of Community Land by Licence Agreement; and**
5. **Following the completion of the Public Consultation process, and if no objections necessitating further review are received, authorise the Chief Executive Officer to execute the Licence Agreement and any other necessary documentation with RAA.**

**CARRIED**

No fixed location at the site was known at that time, as this would be assessed by the RAA. The assessment takes into consideration the availability of and proximity to sufficient power supply and other issues as noted on site upon onsite inspection. Upon assessment, 3 existing car parking bays to the Southern side of the aquatic facility were selected, which saw the licence area include both a portion of land comprised within Certificate Title Volume 6105 Folio 588, commonly known as 2 Jubilee Drive, Port Lincoln, and a portion of adjacent Road Reserve.



Image of proposed location



The proposed location, once received by RAA, was considered reasonable as it had minimal foreseeable impact on the site and the car parking typically used by patrons of the Leisure Centre. As per Item 2 of Council's resolution (CO23/188), public consultation was commenced with the inclusion of the proposed location detailed above.

### **PUBLIC CONSULTATION PROCESS**

In accordance with section 202 of the Local Government Act 1999 and the Public Consultation and Community Engagement policy 2.63.1, the public consultation period ran from 19 October 2023 to 10 November 2023 and was promoted through local print media and the City of Port Lincoln's social media page, along with flyers available at our customer service areas.

Submissions were able to be lodged via the City of Port Lincoln's YourSay engagement hub or by direct written correspondence.

### **FEEDBACK RECEIVED**

Upon close of the consultation period, 9 individual submissions were received (10 submissions made with one being withdrawn and replaced by an amended version). 1 Submission was removed from all reporting as it was assessed as spam material.

A summary of the feedback received is as follows.

- Support for the proposition of EV charging facilities within Port Lincoln.

- Concerns regarding the proposed location and the potential impacts on future developments at the site and the sightline into the aquatic facility.
- Broader concerns regarding EVs and the management of risks associated that are not particular to this proposal yet still relevant.

This report does not intend to analyse and address each individual feedback received as the full submissions are provided and available for the review of Elected Members as presented as an attachment to this report, however, some relevant points for Councillors' consideration are provided below:

- There are no current strategic plans, short or long term, to undertake significant upgrade works to the aquatic facility either to increase the pool size or extend the facility.
- Conversations have occurred in the past relating to the potential creation of a rearward entry to the Leisure Centre, although, as the proposed lease area is predominantly located on road reserve and being directly adjacent the lap pool, it isn't seen as likely that this would impede on any future modifications.
- Should priorities change in the future and an expansion of the aquatic facility is proposed, the costs associated with relocating the EV chargers would be negligible in the scale of such a redevelopment. The Licence Agreement permits the relocation if necessary.
- The program is a multi-million-dollar state-funded program managed by the Department for Energy and Mining and the selection of 7kW destination charges would have been assessed as suitable through the project initiation and design phases.
- The public carparks proposed to be licenced, and all others around the Leisure Centre site and the broader City, can be at any point parked in by an EV for several hours at a time irrespective of the presence of an EV charger. Although it would be sensible to think that the presence of an EV charger increases the likelihood of this.
- The chargers are fit-for-purpose units with smart charger technology ensuring the unit will automatically cut-off if an issue is detected with the vehicle or charger. The units are connected to the property's electrical board with a residual current device ensuring the building and users are protected.
- The RAA will be installing motion-sensor activated lighting and 24-hour CCTV coverage of the Licence Area as part of the charging infrastructure.

## **REPORT CONCLUSION**

Based on the feedback received, it is proposed that Council proceed to issue the licenced use of land in support of the program with the following consideration:

- That the RAA, at their expense, install suitable window film to the aquatic centre windows adjacent the licenced area.

Please note, that due to milestone reporting obligations of the RAA, a request was made that the Licence Agreement be signed by 31 October 2023. Council satisfied that request with the inclusion of the following Special Condition:

**Special Conditions**

1. In addition to the conditions set out in clause 2.1 of this deed, the Commencing Date is subject to and conditional on the Licensor undertaking public consultation in relation to the granting of the Licence and resolving to proceed with the Licence Agreement for the Licensed Area as per Item 2A of the Schedule by notice in writing to the Licensee.

-

Due to the implied likelihood that the program would not proceed if the Agreement was not signed by the milestone deadline of 31 October 2023, and with the inclusion of the Special Condition, the Mayor and Acting CEO David Levey signed the Licence Agreement.



**City of Port Lincoln**

*Seafood Capital of Australia*



**ATTACHMENT 13    N239915**

**REPORT 12.15        CONSULTATION SUMMARY REPORT**

**AGREE23241**

**RAA LICENCE AGREEMENT – PARTIALLY  
EXECUTED**



**N239915**

**FILE 16.20.2.38**

**Project Name:**

**Licence use of Community Land - 2 Jubilee Drive, Port Lincoln**

**Consultation Report**

**Submission Summary**

**1 October 2023 – 14 November 2023**

**Report generated on 14 November 2023**

## Project Overview

Council invited the community to give feedback on Licence use of Community Land located at 2 Jubilee Drive, Port Lincoln from Thursday 19 October 2023 to Friday 10 November 2023.

RAA approached Council to identify two (2) suitable locations for 7kW charging stations, which are referred to as 'Destination' charging sites, with three charging stations at each site. All charging stations are used on a 'user pays' basis. RAA suggested the Port Lincoln Leisure Centre as a suitable site.

Although other potential locations were put forward for consideration, the Port Lincoln Leisure Centre remains RAA's preferred location for a charging site on Council land. RAA are in separate negotiations with other parties regarding CBD locations, and the interactive mapping shown on RAA's website shows an additional planned 150kW 'Rapid' charging site, currently described as being located at a Shopping Centre.

To enable the installation and operation of the charging stations at the site, Council were requested to enter into an agreement over the land that forms three (3) car parking bays (nominally 45m<sup>2</sup>) and an additional area for a footpath. The proposed location (Site Map can be found in the Key Documents section on the right) was selected by RAA after an onsite assessment regarding access to suitable power supply and other project cost considerations.

It is to be noted that it is intended for these car parks to remain available for all users and are not reserved solely for EV's, unless required under future legislation. The selected car parks are at the rear of the premises and are seldom used currently.

The keys terms being requested by RAA are:

- A licence term of 5 years with an optional 5-year renewal.
- Council is to supply power to the charging stations. Usage to be separately metered and on charged to RAA at cost.
- All installation, maintenance and other ongoing costs are to be borne by RAA.

Council resolved, as per resolution CO 23/188 to enter into a new Licence Agreement Pursuant to Section 202 with RAA Innovation Pty Ltd in respect to a portion of land comprised within Certificate Title Volume 6105 Folio 588, commonly known as 2 Jubilee Drive, Port Lincoln and a portion of adjacent Road Reserve for a period of five (5) years with a further right of renewal of five (5) years to establish electric-vehicle (EV) charging stations as part of the statewide EV Network Program.

Hardcopies of the proposed Licence were made available in an information sheet at the Council Administration Office and Port Lincoln Library from Thursday 19 October 2023 to Friday 10 November 2023.

**Report generated on 14 November 2023**

## Licence use of Community Land - 2 Jubilee Drive, Port Lincoln Submission Summary

**Number of Submissions: 9**

Respondent	Subject	Description	Attachments
1	EV Charging Stations	I support the RAA proposal. Also include a station in the CBD. Encourage EV purchase and visitors with EV's. Show leadership the future is now.	-
2	Submission - Licence use of Community Land - 2 Jubilee Drive	I don't have any issues with this proposal [REDACTED] [REDACTED]	-
3	EV Charging station at the Leisure Centre	Hello, I am not against EV charging stations, however I don't think this space alongside the leisure centre should be one. Port Lincoln has a very strong and competitive swimming club and it would be great to one day see the pool deck expanded to allow seating so the Port Lincoln Leisure Centre and swim club can benefit from hosting an annual competitive swimming event. These events see swimmers from all over SA attend and currently due to lack of deck space our swimming club has to host our event elsewhere. Thank you for your consideration.	-
4	Port Lincoln Leisure Centre	Good evening. I wish to voice my opposition to the proposed lease to RAA for charging station adjacent the southern wall of the port lincoln leisure centre 25m	-

**Report generated on 14 November 2023**

Respondent	Subject	Description	Attachments
	charging station	<p>pool. I raise the following points for a consideration. - 7kw chargers are basically pointless given the need to spend 6+ hours to charge an Electric Vehicle. 12/15kw should be the minimum to avoid future congestion. Visiting the leisure centre for a couple of hours and even having a meal at the hotel, it is still not enough time spent to charge a Ev at 7kw. There is little detail given as to what the RAA is actually paying for- Will RAA pay for new electric circuit from board to kerbside, Will council be responsible for potential upgrade to power boards at the leisure centre, additional cabling/trenching, electrical meter or is RAA paying for applicable costs/upgrades. - the proposed location is adjacent the window looking straight into the 25m pool, what kind of weirdos will be looking in at kids swimming, swimming lessons etc. - the proposed lease will prevent any future development/expansion of the pool. Expansion of the leisure centre/pool to allow for additional space to the south of the 25m pool to allow space for spectators for swimming events, club and school carnivals should be in the near term plans for the city council. Longer term plans should include a 50m pool. - does this lease fit with the Marina Prescient Plan? Considerable public and industry consultation took place 3-4 years ago then absolutely nothing has happened since- all the money has been spent at the foreshore and the marina can't even get a street rubbish bin with parking and traffic management an absolute joke. This lease will prevent any future endeavour to use the considerable car park that already exists to the south of the leisure centre. Meanwhile, private land to the north of the leisure centre/south quay blvd is used for parking regularly by leisure centre patrons. A more suitable location for the EV chargers would be in the SW corner of the western carpark (nearest the existing petrol station). I can be contacted at any time to discuss.</p>	



Respondent	Subject	Description	Attachments
5	Objection to proposed EV charging station site	<p>The proposed site for the EV charging stations is illogical on many levels. Firstly, as a member of an active family with children who use the swimming and basketball facilities regularly, I hoped that the council would consider expansion of the aquatic area to allow for more competition and leisure based zones for our community. This has happened in other regional communities a similar size to ours including Mount Gambier. Siting an EV station in the proposed area would delay or preclude any plans for expansion. Secondly, the leisure centre is frequented by many children and the site is located next to large windows looking directly in to the swimming pool area. This allows extended viewing from the car occupants which I feel is inappropriate. Finally, there are other much more appropriate sites for EV charging in that area, including adjacent to the basketball courts where there are no windows in to the building. I hope this proposal does not go ahead and a more suitable site is found. Kind regards, [REDACTED]</p>	-
6	EV charges	<p>To Whom It May Concern: I would like to express my say regarding the 7kW charging stations proposed for 2 Jubilee Drive Port Lincoln. I am in favour of the community having the chargers available for EV's in town a supporter of electric vehicles, but I am opposed to having them located at 2 Jubilee Drive. My concerns are –</p> <ul style="list-style-type: none"> <li>• Whilst there is no plan to expand the leisure centre, I have high hopes that one day the council will consider expanding the centre to accommodate extra seating to hold events attracting other swimmers to the area.</li> <li>• In even bigger dreams it would be amazing to have a 50m pool one day.</li> <li>• For this to be</li> </ul>	Refer Attachment 1

**Report generated on 14 November 2023**

Respondent	Subject	Description	Attachments
		possible leasing these parks will limit the opportunity for this to happen for a minimum of 10 years as this space will be used. • They are small chargers and will take hours for a car to charge, I do not think it is right for cars to be sitting there close to pool potentially just watching kid's swim. I believe the better location would be in the car park closer to the fuel station. I hope you will reconsider the proposed location and find a more suitable position that does not restrict the future developments of the marina and the leisure centre. Thank you. [REDACTED]	
7	No to jubilee drive raa ev charge program	Please put this elsewhere as it inhibits growth of the leisure centre! Children have swimming lessons and train there regularly and it exposes those vulnerable children to very awkward situations where they may feel uncomfortable or insecure. Maybe consider the parks near the yacht club or near dominoes as those drivers then have access to the businesses down the foreshore to spend their time while they wait for their cars to charge.	-
8	Written submission to the License use of Community Land - 2 Jubilee Drive, Port Lincoln	Please accept this written submission to the Licence use of Community Land - 2 Jubilee Drive, Port Lincoln. Please acknowledge receipt and acceptance of this email to [REDACTED] before 9am Friday 10th November . Thank you [REDACTED]	
Amended Respondent	Written	Hi, In my haste this morning I submitted a document that I found to have some	Refer

**Report generated on 14 November 2023**

Respondent	Subject	Description	Attachments
8	submission to License Use of Community Land - 2 Jubilee Drive, Port Lincoln - Amended submission	errors. Please destroy my earlier submission - the attached document supersedes the previous upload. If you have any queries, please do not hesitate to contact me. [REDACTED]	Attachment 2
9	Dangerous proposal	A ridiculous proposal that impacts the safety of the public and risks harm to the environment and our industries. In the event of a thermal runaway event, toxic off-gassing and fire risks will place lives and community infrastructure at risk. In the event of a fire the location is in close proximity to the recreation centre, a hazchem storage area and large LPG storage tank. Significant flammable material adjoins the site and is also located to the south. A thermal runaway event would require 20,000-30,000 litres of water to extinguish, with contaminated and toxic water run off entering the marina. The proposed location is poorly lit and is not readily observable for the safety of users, the minimisation of vandalism or an efficient response if an emergency event takes place. Residents, ratepayers and visitors deserve better.	-

**To Whom It May Concern:**

**I would like to express my say regarding the 7kW charging stations proposed for 2 Jubilee Drive Port Lincoln.**

**I am in favour of the community having the chargers available for EV's in town a supporter of electric vehicles, but I am opposed to having them located at 2 Jubilee Drive.**

**My concerns are –**

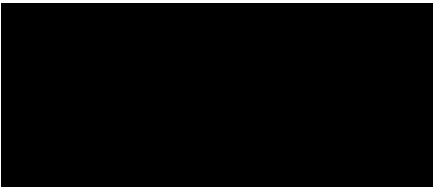
- **Whilst there is no plan to expand the leisure centre, I have high hopes that one day the council will consider expanding the centre to accommodate extra seating to hold events attracting other swimmers to the area.**
- **In even bigger dreams it would be amazing to have a 50m pool one day.**
- **For this to be possible leasing these parks will limit the opportunity for this to happen for a minimum of 10 years as this space will be used.**
- **They are small chargers and will take hours for a car to charge, I do not think it is right for cars to be sitting there close to pool potentially just watching kid's swim.**

**I believe the better location would be in the car park closer to the fuel station.**

**I hope you will reconsider the proposed location and find a more suitable position that does not restrict the future developments of the marina and the leisure centre.**

**Thank you.**





9 November 2023

City of Port Lincoln  
Attention: Peter Bond  
Acting Chief Executive Officer

Via email: [yoursay@plcc.sa.gov.au](mailto:yoursay@plcc.sa.gov.au)

CC: Brad Tolley [brad.tolley@plcc.sa.gov.au](mailto:brad.tolley@plcc.sa.gov.au)

Dear Peter,

WRITTEN SUBMISSION TO 'PROPOSED LICENSING AGREEMENT BETWEEN PORT LINCOLN CITY COUNCIL AND RAA INNOVATION PTY LTD TO ESTABLISH EV CHARGING STATIONS'.

I have numerous questions about the proposal that I would like to see the City of Port Lincoln obtain answers to on behalf of the ratepayers before approving a licensing agreement.

1. I acknowledge that under the Local Government Act 1999 – Sect 202, that
  - (2) *Before council grants a lease or a licence relating to community land, it must follow the relevant steps set out in its public consultation policy.*
  - (3) *However, a council need not comply with the requirements of subsection (2) if-*
    - a) *The grant of the lease or licence is authorised in an approved management plan for the land and the term of the proposed lease or licence is five years or less; or*
    - b) *The regulations provide, in the circumstances of the case, for an exemption from compliance with a public consultation policy.*

Given that a 5 plus 5 licence is being proposed, and that this is a new and unknown area of development, will the council be prepared to put this development to public consultation in the interest of ratepayers by a special resolution?

2. In the Information Sheet provided to the public, one of the key terms being requested by the RAA is:

"All installation, maintenance and other ongoing costs are to be borne by RAA".

Does this only apply to the EV charging units, or the whole of the land, including the parking bays and footpath?

Does Indemnity Insurance come under the RAA's 'ongoing costs? If not, whose insurance will be liable for any and all potential issues that may occur on the licensed site? Will RAA Innovation Pty Ltd indemnify the City of Port Lincoln and all of its employees and contractors from any claims pertaining to this site? Will they indemnify the City of Port Lincoln from any third-party claims?

3. The Marina is home to electricity dependent residential, tourism and commercial businesses. Has a capability study been provided to evaluate if the grid that supplies the Marina precinct has the capacity to support the 3 EV charging stations at full capacity usage, and any effect that it may have on the existing electricity supply to the precinct? Will the power to the EV chargers be able to be isolated in the occurrence of a hazard event? If not, could a capability study please be undertaken before any leasing arrangement is agreed upon, and then discussed in public consultation?
4. Has a Risk Management Plan been conducted for the site? I note that the Licence Agreement Report has Risk Implications at "Low Risk". Have the specifications of the EV charging units been provided to the council? If not, I would ask that risk management consultants be engaged at the cost of RAA Innovation Pty Ltd and provided to the council so that any hazards and risks can be properly evaluated and considered for the site. I have attached to this letter links to doctrines from the Australasian Fire Council ([afac.com.au](http://afac.com.au)), namely "*Electric Vehicles (EV) and EV charging equipment in the built environment*" and "*Incidents involving Electric Vehicles*" providing more information for the Councillors and yourself.
5. Has a review been conducted on the Councils' Long Term Financial Plan (LTPF 2024-2033) to forecast any impact this proposed licensing agreement may have? If RAA Innovations Pty Ltd do not take on the second five-year licensing agreement, what is the exit strategy and will that affect the LTPF 2024-2033?

RAA Innovations Pty Ltd have requested the council to supply power to the charging stations, and to separately charge onto the RAA at cost. I note that the Budget Implications of the Licence Agreement Report state that it is "Not Applicable". How can that be? Separate metering is needed to be installed, and ongoing invoicing is going to be required by council staff. If a new business was seeking approval in the council area, it would be up to the owner of that business to act on a commercial basis and provide their own requirements of power. There are numerous commercial recipients (such as electricity companies) and beneficiaries of funding for the charging trials. Resources in our council are precious, and it makes no financial sense to have a third party (Council) involved in the on-charging of electricity. Also, given the nature of the funding, I would expect that electricity companies and the RAA would possibly be eligible for R&D tax deductibility that Council would not have access to. I would request that RAA Innovations Pty Ltd procure funding for the supply of power and the associated metering required for the site from their commercial partners, and that the City of Port Lincoln not provide any funding toward this, nor provide third party invoicing at cost.



6. At a macro level, fuel excise is currently collected by the Federal Government, and “*over the past decade only about 59% of this excise was put back into Australia’s road system.*” (Source: Australian Automobile Association <https://www.aaa.asn.au/fuel-excise-explained/> ).

On October 18<sup>th</sup>, 2023, the Victorian High Court ruled that it was unconstitutional for States to tax EV’s, as it is an excise which only the Commonwealth can impose. (Source: High Court of Australia <https://www.hcourt.gov.au/assets/publications/judgment-summaries/2023/hca-30-2023-10-18.pdf>).

As EV’s are not subject to any fuel excise, the income base for the maintenance of our roads is diminishing in relation to the usage. It is no secret in this council area, and numerous Eyre Peninsula councils, that our roads have deteriorated drastically since the closing down of the trains. This has put financial pressure on both councils and the State to provide funding for the upkeep of our road system. This major issue needs to be resolved.

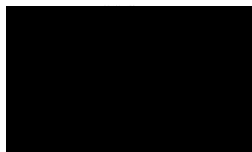
As you can see, I have many questions of this proposed licensing agreement.

I do not support the proposal until these, and possibly any further questions, are addressed.

I ask that you accept and table my written submission to Council, and acknowledge receipt of it via return email.

I would be pleased to speak to this if required.

Yours sincerely



Attachments:

*“Electric Vehicles (EV) and EV charging equipment in the built environment”*

[https://www.afac.com.au/docs/default-source/doctrine/afac\\_evs-in-built-environment\\_2022-12-22\\_v1-0.pdf?sfvrsn=4&download=true](https://www.afac.com.au/docs/default-source/doctrine/afac_evs-in-built-environment_2022-12-22_v1-0.pdf?sfvrsn=4&download=true)

*“Incidents involving Electric Vehicles”*

[https://www.afac.com.au/docs/default-source/doctrine/incidents-involving-electric-vehicles\\_v1-0.pdf?sfvrsn=0&download=true](https://www.afac.com.au/docs/default-source/doctrine/incidents-involving-electric-vehicles_v1-0.pdf?sfvrsn=0&download=true)

## **Licence Agreement**

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**City of Port Lincoln  
(ABN 80 776 127 243)**

**RAA Innovation Pty Ltd  
(ABN 13 655 258 272)**



Deed dated October

2023

## Parties

**City of Port Lincoln (ABN 80 776 127 243)** of Level 1, Civic Centre, 60 Tasman Terrace, Port Lincoln SA 5606 (**Licensor**)

**RAA Innovation Pty Ltd (ABN 13 655 258 272)** of 101 Richmond Road, Mile End, SA 5031 (**Licensee**)

## Introduction

- A. The Licensor is the owner of the Property, which includes the Licensed Area.
- B. The Licensor has granted and the Licensee has accepted a licence of the Licensed Area on the terms and conditions of this Deed.

## Operative provisions

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### 1 Definitions and Interpretation

- 1.1 Unless the context requires otherwise, in this Deed:
  - (a) **Approved Use** means the use specified in Item 3 of the Reference Schedule.
  - (b) **Business Day** means a day that is not a Saturday, Sunday, a public holiday or bank holiday in South Australia.
  - (c) **Commencing Date** means 1 day after the date on which Practical Completion is achieved, as specified in the notice given under clause 3.5.
  - (d) **Deed** means this document, including any schedule or annexure to it.
  - (e) **DNSP** means the distribution network service provider.
  - (f) **Further Term** means a further licence of the Licensed Area for the further term or terms of years specified in Item 5 of the Reference Schedule.
  - (g) **Handover Date** means the date referred to in clause 3.3.
  - (h) **Item** means an item in the reference schedule to this Deed.
  - (i) **Licence** means the licence granted under clause 4.1.
  - (j) **Licensed Area** means the licensed area specified in Item 2A of the Reference Schedule and, if extended by the Licensee under clause 4.8, includes the Optional Licence Area.

- (k) **Licensee Works** means works required by the Licensee to enable it to conduct the Approved Use from the Licensed Area, including Signage and where applicable a separate electricity meter for the Licensed Area.
- (l) **Optional Licence Area** means the optional licensed area specified in Item 2B of the Reference Schedule.
- (m) **Party** means a party to this Deed.
- (n) **Practical Completion** means that:
  - (i) the Licensee Works have been completed, including the commissioning of the chargers to be used in the Licensed Area; and
  - (ii) the required power supply has been connected to the Licensed Area and is fully operational,
 to the Licensee's satisfaction.
- (o) **Property** means land and the building (if any) described in Item 1 of the Reference Schedule.
- (p) **Signage** includes any information boards, advertisements, notices, directional signage to the Licensed Area on the Property and signs identifying charger equipped car parking spaces and limited time parking, both in the Licensed Area and on the Property if necessary.
- (q) **Sunset Date** means the date specified in Item 6 of the Reference Schedule, or some other date as agreed.
- (r) **Term** means the period of the Licence specified in Item 4 of the Reference Schedule, starting on the Commencing Date and includes any Further Term exercised by the Licensee under clause 4.2.

1.2 Reference to:

- (a) the singular include the plural and the plural includes the singular;
- (b) references to any document (including this Deed) include references to that document as amended, consolidated, supplemented, novated or replaced;
- (c) paragraphs, clauses, recitals and schedules are references to those parts of this Deed;
- (d) headings and any index or table of contents are for convenience only and must be ignored in interpreting this Deed;
- (e) any person or any **Party** include references to its respective successors, permitted assigns and substitutes, executors and administrators;
- (f) one gender includes the others;
- (g) **dollar** and **\$** are to lawful Australian currency, unless otherwise specified;

- (h) **month** means calendar month; and
    - (i) any person include references to any individual, company, body corporate, association, partnership, joint venture, trust and governmental agency.
  - 1.3 "Including" and similar expressions are not words of limitation.
  - 1.4 Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
  - 1.5 A provision of this Deed must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Deed or the inclusion of the provision in the Deed.
  - 1.6 Anything to be done on a Saturday, Sunday or a public holiday in South Australia may be done on the next day.
  - 1.7 If a Party consists of more than 1 person, this Deed binds each of them separately and any 2 or more of them jointly.
  - 1.8 An obligation, representation or warranty in favour of more than 1 person is for the benefit of them separately and jointly.
- 

## **2 Licence conditional**

- 2.1 The Commencing Date is subject to and conditional on:
    - (a) the Licensor's and if applicable, any mortgagee's consent to the Licensee's plans and specifications for the Licensee Works on terms acceptable to the Licensee; and
    - (b) the DNSP's consent the Licensee's application for the Licensed Area to be connected to the required electricity network on terms acceptable to the Licensee; and
    - (c) the Licensee deciding to proceed with the Licensee Works, by 4pm on the Sunset Date.
  - 2.2 If any of the conditions set out in clause 2.1 has not been satisfied or waived by the Licensee by 4pm on the Sunset Date, the Licensee may terminate this Deed by notice in writing to the Licensor.
  - 2.3 If the Deed is terminated under clause 2.2, neither Party will be liable to the other to pay compensation or otherwise for such termination.
  - 2.4 If this Deed is terminated under clause 2.2, the Licensor is not obliged to grant and the Licensee is not obliged to accept the Licence.
- 

## **3 Approvals and Licensee Works**

- 3.1 As soon as practicable after the date of this Deed, the Licensee must use reasonable endeavours to obtain:



- (a) the Licensor's and if applicable, any mortgagee's consent to the Licensee's plans and specifications for the Licensee Works, not to be unreasonably withheld or delayed;
    - (b) the DNSP's consent to the Licensee's application for the Licensed Area to be connected to the required electricity network on terms acceptable to the Licensee.
  - 3.2 The Licensor must, at the Licensee's cost, give the Licensee all necessary assistance and sign all necessary applications to enable the Licensee to prepare its plans and specifications and to obtain any authority approvals and any other consents for the Licensee Works and the Approved Use. For this purpose, the Licensor will on reasonable notice give the Licensee access to the Licensed Area and the Property to carry out any tests, measurements and other necessary things.
  - 3.3 If the Licensee obtains the consents referred to in clause 3.1 on terms acceptable to the Licensee and decides to proceed with the Licensee Works, the Licensee will give the Licensor 14 days written notice that it requires handover of the Licensed Area to carry out the Licensee Works.
  - 3.4 On the day following the expiry of the 14 day notice given under clause 3.3, the Licensor must grant to the Licensee (and the Licensee's agents and contractors) unlimited access to the Licensed Area (and the immediate surrounds within the Property as is necessary) to carry out the Licensee Works (**Works Area**). Immediately before the Licensee takes access of the Works Area, the Parties will carry out an inspection of the Works Area to document the condition of the Works Area at that time.
  - 3.5 The Licensee must have the Licensee Works carried out and completed in a proper and workmanlike manner, in accordance with the consents referred to in clause 3.1 and all laws.
  - 3.6 The Licensee must give written notice to the Licensor that the Licensee Works have reached Practical Completion within 3 Business Days of such completion.
  - 3.7 If at any time during the carrying out of the Licensee Works any latent site conditions are discovered or encountered affecting the Licensed Area, the Licensee Works or the conduct of the Licensee's business or Approved Use from the Licensed Area, the Licensee may terminate this Deed by notice in writing to the Licensor without penalty or compensation being payable.
  - 3.8 The Licensor and the Licensee acknowledge and agree that at all times the Licensee is, and remains, the owner of all of the Licensee's signage, fixtures, fittings, equipment and other property located on, installed in or affixed to or on top of the surface of the Licensed Area regardless of such installation or affixation.
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## 4 Licence

- 4.1 Subject to the provisions of this Deed, the Licensor grants to the Licensee (and the Licensee's employees, agents and contractors) the exclusive licence to use the Licensed Area 24 hours per day 7 days per week during the Term

for the purposes of the Approved Use and otherwise in accordance with the provisions of this Deed.

- 4.2 The Licensee may require renewal of the Licence for the Further Term by giving the Licensor written notice to that effect not more than 3 months before the end of the Term. If the Licensee gives such notice, this Licence will be renewed for the Further Term commencing on the day following expiry of the Term (or the last Further Term as the case may be) on the same terms and conditions as this Deed except that clauses 2 and 3 will be deleted and in the case of the last Further Term, this clause will be deleted.
- 4.3 Subject to clause 4.2, if the Licensor permits the Licensee to continue in occupation of the Licensed Area after the expiry of the Term, the Licensee does so on a monthly basis on the same terms and conditions as this Deed so far as applicable to a monthly licence. The monthly licence under this clause may be terminated by either Party giving to the other Party 1 month's written notice which may expire on any day.
- 4.4 The Licensee must, at its cost:
- (a) carry out the Approved Use and occupy the Licensed Area in accordance with all applicable laws and authority requirements;
  - (b) pay for all services separately connected and supplied to the Licensee for the Licensed Area or connected and supplied to the Property and separately metered by the Licensee to the Licensed Area, including electricity charges;
  - (c) except as otherwise provided in this Deed, from the Commencing Date only make alterations or additions to the Licensed Area with the prior written consent of the Licensor, not to be unreasonably withheld or delayed;
  - (d) promptly make good any damage the Licensee causes to the equipment in the Licensed Area;
  - (e) insure in an occurrence based policy against public liability for not less than \$20 million for a single claim;
  - (f) not paint or affix any Signage (not approved as part of the Licensee Works) on any part of the Licensed Area or the Property without the Licensor's prior written consent, not to be unreasonably withheld or delayed; and
  - (g) keep and maintain all of the Licensee's Signage in the Licensed Area in good repair and condition, fair wear and tear excepted.
- 4.5 At any time after the Handover Date, the Licensee may, at its own cost install security cameras and other equipment in or on the Licensed Area to monitor the Licensed Area remotely.
- 4.6 The Licensee may assign, subcontract, sublicense or otherwise deal with the Licensee's rights under this Deed and the Licence with the Licensor's prior written consent, not to be unreasonably withheld or delayed.
- 4.7 The Licensee acknowledges and agrees that this Licence does not confer on the Licensee any estate or interest in the Licensed Area of a proprietary



nature and this Licence does not create or must not be construed as creating any form of tenancy or any other right or interest in or to the Licensed Area.

- 4.8 The Licensee may extend the Licensed Area to include the Optional Licence Area at any time during the Term by providing 30 days' written notice to the Licensor and on expiration of such notice, the terms of this Deed will apply to the Optional Licence Area.

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## 5 Electricity Meter Usage and Charges

### 5A RAA Installed Meter

- (a) This clause 5A only applies if Option A is selected in Item 7 of the Reference Schedule:
- (b) Subject to the Licensee obtaining the relevant approvals for the Licensee Works under clause 3.1, the Licensee will, at its own cost, arrange for the installation of a market facing meter with NMI (**Meter**) on the Licensed Area.
- (c) The Licensee will be solely responsible for the charges in relation to the electricity passing through the Meter (**Electricity Charges**) and is not liable to pay the Licensor for any other Electricity Charges in relation to the Licensed Area.

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### 5B Licensor Supplies Electricity

- (a) This clause 5B only applies if Option B is selected in Item 7 of the Reference Schedule:
- (b) The Licensor will supply electricity to the Licensee to enable the operation of the Licensee's electric vehicle charging station on the Licensed Area.
- (c) The Licensor must ensure that electricity is made available at all times to the Licensee in respect of the Licensed Area.
- (d) The Licensee will arrange for installation of a non-market facing meter (**Software**) to the electric vehicle charging station to enable the Licensee to calculate its portion of electricity usage.
- (e) The parties mutually agree that in relation to the cost of electricity:
  - (i) the standard retail rates being paid by the Licensor at the Property will be the rates that the Licensee will pay in relation to its electricity usage (**Agreed Rates**);
  - (ii) the Agreed Rates will not include or be adjusted to include any margin or profit;
  - (iii) if the Agreed Rates change due to the Licensor's electricity retailer amending their prices or the Licensor switching retailers, the Licensor will immediately notify the Licensee;
- (f) At the end of each quarter, the Licensee:

- (i) will calculate the cost of its electricity usage using the Software by applying the Agreed Rates (**Electricity Charges**);
  - (ii) create and send an RCTI to the Licensor in accordance with clause 10.2(c)(i); and
  - (iii) pay the Licensor the Electricity Charges to the Licensor.
- (g) The Licensee has the right to change, at any time, the option selected in Item 7 of the Reference Schedule by sending a written notice to the Licensor.

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## 6 Licensor rights and obligations

6.1 From the Handover Date, the Licensor:

- (a) subject to the Licensor's rights under this Deed, must not take, or permit anyone to take, any action which will interfere with, interrupt, impair or otherwise disturb the Licensee's use and occupation of the Licensed Area in accordance with the terms of this Deed;
- (b) must use reasonable endeavours to keep the Property, including the Licensed Area and any garden areas clean, tidy and free from rubbish;
- (c) not damage any equipment or Signage in or installed on the Licensed Area;
- (d) will give the Licensee prompt notice of any:
  - (i) accident in, damage to or need of repair to the Licensed Area or the Licensee's property in the Licensed Area or otherwise in the Property;
  - (ii) misuse of or impairment to the use of the Licensed Area by any person or thing;
  - (iii) without limiting clause 6.1(d), matter or thing which may prevent or restrict access to the Licensed Area by the Licensee,of which it becomes aware; and
- (e) may enter the Licensed Area with any materials and equipment at reasonable times, for a reasonable period and on reasonable notice of at least 30 Business Days, (such notice setting out the date, time, duration and scope of works) (except in the case of emergency), to carry out any maintenance and repair works to the Licensed Area (which the Licensee is not required under this Deed to do) or any other works necessary or required by law. In exercising its rights under this clause, the Licensor must take all reasonable steps to minimise any interference or disturbance to the Licensee's use and occupation of the Licensed Area in accordance with this Deed.

6.2 If in exercising the Licensor's rights under clause 6.1(d) access to more than half of the car parking spaces forming part of the Licensed Area is or will be restricted, the Parties must, acting reasonably, agree to a location on the Property comprising the same number of car parking spaces as those to



which access is restricted for the Licensee to install a temporary charger and any other necessary equipment to ensure continuity of service to the Licensee's customers during the period that such access is restricted. The terms of this Deed will apply to the Licensee's use of the temporary car parking spaces to the extent relevant. Once access is no longer restricted to such car parking spaces forming part of the Licensed Area, the Licensee will cease use of such temporary car parking spaces.

- 6.3 The Licensor acknowledges and agrees that:
- (a) despite any other provisions of this Deed, the Licensee may at any time during the Term on 7 days written notice to the Licensor install additional chargers in the Licensed Area to service the car parking spaces forming part of the Licensed Area, together with associated Signage; and
  - (b) the Licensor has no right to and must not request or accept payment from the Licensee's customers or any other third parties in connection with any of the Licensee's charging services provided at the Licensed Area or otherwise, and if it receives any such payment, it will immediately pay the amount received in full to the Licensee.
- 6.4 The Licensor may sell the Property or the Licensed Area or transfer or assign its interest in the Property or in the Licensed Area at any time without the Licensee's consent but if it does so, the Licensor must sell, transfer or assign subject to the terms and conditions contained in this Deed. The Licensor must give written notice to the Licensee of any such sale, transfer or assignment within 14 days of any agreement being entered into to do so and must give written evidence to the Licensee of the sale, transfer or assignment being subject to the terms and conditions contained in this Deed within 14 days of the completion of the sale, transfer or assignment.
- 6.5 The Licensor must comply with the special conditions set out in Item 8 of the Reference Schedule (if any).
- 6.6 The Licensor must, prior to offering any third party the right to install an electric vehicle charging station at any other location within the Property:
- (a) notify the Licensee of its intention to make that offer and the terms of the intended offer; and
  - (b) instead offer the Licensee the right to install additional electric vehicle charging stations at the Property on the same terms as that intended to be offered to the third party.
- 6.7 The Licensee must respond to the Licensor within twenty Business Days of receiving a notification and offer under clause 6.6 informing the Licensor of whether it intends to accept the Licensor's offer and:
- (a) if the Licensee notifies the Licensor that it intends to accept the Licensor's offer:
    - (i) the Licensor must not offer the third party the right to install a charging station at the Property; and



- (ii) the Licenser and Licensee must enter into a legally binding agreement for the Licensee's use of Property for those additional charging stations; and
  - (b) if the Licensee notifies the Licenser that it does not intend to accept the Licenser's offer, or fails to respond to the Licenser within the timeframe set out in clause 6.7, the Licenser's offer will be deemed to be rejected and the Licenser may proceed with its offer to the third party.
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## **7 Indemnity and release**

- 7.1 The Licensee releases the Licenser from any claim which the Licensee may have against the Licenser in connection with the Licensee 's occupation and use of the Licensed Area except if and to the extent that a claim arises because of the Licenser 's default under this Deed or negligence.
  - 7.2 The Licensee indemnifies and must keep the Licenser indemnified against all claims against the Licenser as a consequence of the Licensee's:
    - (a) use of the Licensed Area; or
    - (b) default under this Deed or gross negligence,except if and to the extent that that claim arises because of the Licenser's default under this Deed or negligence.
  - 7.3 The Licenser indemnifies and must keep the Licensee indemnified against all claims against the Licensee (or any of the Licensee's employees, agents or contractors) as a consequence of the Licenser's default under this Deed or negligence, except if and to the extent that that claim arises because of the Licensee's default under this Deed or gross negligence.
  - 7.4 Despite the provisions of this clause 7, neither Party will be liable to the other Party for any indirect, special, punitive, economic or consequential loss or damage incurred or suffered by a Party arising out of the other Party's default under this Deed or negligence.
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## **8 End of Licence, termination**

- 8.1 On expiry of this Licence or its earlier termination, the Licensee must perform the following make good obligations at the Licensed Area:
  - (a) remove from the Licensed Area all of the Licensee's fixtures, fittings and other property owned by the Licensee affixed to or on top of the surface of the Licensed Area;
  - (b) otherwise make the surface of the Licensed Area safe and free of any trip hazards created by the Licensee; and
  - (c) remove all of the Licensee's Signage in the Licensed Area.
- 8.2 This Deed may be terminated by the Licenser by giving written notice to the Licensee at any time or by re-entry if the Licensee fails to remedy any breach of a material term or material condition of this Deed on the part of the

Licensee to be performed or observed within a reasonable period after receipt of written notice from the Licensor requiring remedy of such breach, which period must be not less than 30 days.

- 8.3 This Deed may be terminated by the Licensee by giving written notice to the Licensor at any time:
- (a) if the Licensor fails to remedy any breach of a material term or material condition of this Deed on the part of the Licensor to be performed or observed within a reasonable period after receipt of written notice from the Licensee requiring remedy of such breach; or
  - (b) for convenience, upon 30 days' written notice.
- 8.4 If the whole or any part of the Licensed Area or the Property is destroyed or damaged so that the Licensed Area is unfit for use and occupation by the Licensee or inaccessible, the Licensee may terminate this Deed by written notice to the Licensor without penalty or compensation being payable.
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## **9 Personal Property Securities Act**

- 9.1 Expressions used in this clause that are defined in the Personal Property Securities Act 2009 (Cth) (**PPSA**) have the same meaning as in the PPSA. The Licensor consents to the Licensee doing whatever the Licensee considers necessary at any time to register (including registering a financing statement and/or a financing change statement), perfect (with the priority required by the Licensee) or enforce any security interest (including as a purchase money security interest or a PPS Lease) that arises under this Deed or any other agreement with the Licensor and/or in respect of any personal property of the Licensee.
- 9.2 The Licensor must execute any documents, provide any information and otherwise assist the Licensee as required by the Licensee at any time to enable the Licensee to do anything contemplated by this clause.
- 9.3 In accordance with s115 of the PPSA, the Licensor and the Licensee contract out of the provisions, to the extent such provisions grant rights in favour of the Licensor or create obligations upon the Licensee, of sections 95, 96, 117, 118, 120, 125, 130, 135, 142, 143 and 157, subsections 121(4), 132(3)(d) and 132(4), and Division 6 of Part 4.3 of the PPSA.
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## **10 GST**

- 10.1 If a party (the supplier) is required to pay GST in respect of a supply made under, or pursuant to, or by reason of a breach of, this Agreement, the recipient of the supply must (in addition to any other payment for, or in connection with, the supply) upon the issue of a RCTI (or, in respect of Other Costs, upon the provision of a Tax Invoice), pay to the supplier an amount equal to such GST (GST gross-up).
- 10.2 The Licensor and the Licensee confirm that:
- (a) each party is registered for GST;



- (b) if either party deregisters for GST, they will notify the other party immediately;
- (c) if clause 5B applies then in respect of the Electricity Charges (under clause 5):
  - (i) the Licensee will issue a RCTI under this Agreement; and
  - (ii) the Licenser will not issue a Tax Invoice
  - (iii) by entering into this Agreement, they are parties to a RCTI agreement for the purpose of the GST Law.
- (d) in respect of all other costs under this Agreement (**Other Costs**):
  - (i) where payment is made for a Taxable Supply made by the Licenser to the Licensee, the Licensee will pay to the Licenser the GST Amount applicable to that Taxable Supply in addition to any other amount payable under this agreement in respect of that Taxable Supply concurrently with the payment of the relevant Other Costs;
  - (ii) the Licenser will provide the Licensee with a Tax Invoice in a form which complies with the GST Law before any GST Amount is payable;
  - (iii) in calculating the Value of the Taxable Supply, the Licenser's obligations are limited to those contained in this agreement and the GST Law; and
- (e) Save for defined terms in this Agreement, capitalised expressions set out in this clause have the same meanings as those expressions in the GST Law.

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## 11 General Provisions

- 11.1 Each Party must keep details of this Deed, any negotiations between them in relation to this Deed, all information exchanged between the Parties and in the case of the Licenser, details of the Licensee's business and intellectual property, confidential unless and until any such details come into the public domain without a breach of this undertaking and may only disclose that information to their advisors for the purposes of completing this Deed or to comply with any law.
- 11.2 Neither Party will use the other Party's intellectual property, including a Party's name, logo or trademarks, without that Party's prior written consent.
- 11.3 A notice, approval or consent given in relation to this Deed:
  - (a) must be in writing and left or posted to the address for the Party set out in this Deed as varied by notice;

- (b) is taken to have been given if left, at the time of leaving and if posted, on the third day after posting; and
  - (c) may be signed by a Party's solicitor.
- 11.4 Each Party will pay its own legal costs and disbursements of the preparation, finalisation, execution and performance of this Deed.
- 11.5 Each Party must promptly at its own cost do everything reasonably necessary to give full effect to this Deed.
- 11.6 If anything in this Deed is unenforceable, void or illegal, it is severed and the rest of this Deed remains in force.
- 11.7 This Deed may only be amended by a document signed by all Parties.
- 11.8 A provision of or a right under this Deed may not be waived or varied except in writing signed by the Party to be bound.
- 11.9 This Deed is the entire agreement of the Parties about the subject matter of this Deed, and with the exception of any confidentiality agreement or agreement relating to a Party's intellectual property, supersedes all other representations, negotiations, arrangements, understandings or agreements and all other communications.
- 11.10 This Deed may be signed in counterparts and all counterparts taken together constitute one document.
- 11.11 This Deed is governed by the laws of the South Australia and each Party irrevocably submits to the non-exclusive jurisdiction of the courts of South Australia.

Executed as a deed

Signed, sealed and Delivered by City of  
Port Lincoln (ABN 80 776 127 243) by its  
duly authorised representative:



\_\_\_\_\_  
**Name** DIANA MISLOV  
**Position:** MAYOR, CITY OF PORT LINCOLN  
**Date:** 31 OCTOBER 2023

\_\_\_\_\_  
Signature

\_\_\_\_\_  
**Name** DAVID LEVEY  
**Position:** A/CEO, CITY OF PORT LINCOLN  
**Date:** 31 OCTOBER 2023

\_\_\_\_\_  
Signature

EXECUTED by RAA Innovation Pty Ltd  
(ACN 655 258 272) by its duly authorised  
representative:

\_\_\_\_\_  
**Name**  
**Position:**  
**Date:**

\_\_\_\_\_  
Signature

## REFERENCE SCHEDULE

### ITEM 1

#### Property:

The land and the building (if any) situated at 2 Jubilee Drive, Port Lincoln SA 5606 (contained in Certificate of Title Volume 6105 Folio 588, located at or near longitude and latitude - °44'38.8"S 135°52'26.1")

### ITEM 2A

#### Licensed Area:

3 car parking spaces together with an area of approximately 45 square metres to house charging and related electrical equipment as shown in the site diagram attached as Annexure A

### ITEM 2B

#### Optional Licence Area

0 car parking spaces together with an area of approximately 0 square metres to house charging and related electrical equipment as shown in the site diagram attached as Annexure A

### ITEM 3

#### Approved Use:

Electric vehicle charging station to charge electric vehicles and incidental purposes, including generating photovoltaic electricity and operating an energy storage system

### ITEM 4

#### Term:

The period commencing on the Commencing Date and expiring on 31 May 2029

### ITEM 5

#### Further Term:

2 x five (5) years

### ITEM 6

#### Sunset Date:

Twelve (12) months from the date of this Deed

**ITEM 7**

**Electricity Meter**

**Option A**

~~RAA to install a market facing meter with NMI and purchase electricity direct from an energy retailer.~~

**Option B**

Licensors supplies electricity to the Licensee

**ITEM 8**

**Special Conditions**

1. In addition to the conditions set out in clause 2.1 of this deed, the Commencing Date is subject to and conditional on the Licensor undertaking public consultation in relation to the granting of the Licence and resolving to proceed with the Licence Agreement for the Licensed Area as per Item 2A of the Schedule by notice in writing to the Licensee.



## ANNEXURE A – SITE DIAGRAM OF LICENSED AREA AND OPTIONAL LICENCE AREA

