



LATE ITEMS AGENDA

Ordinary Meeting

Wednesday 13 November 2024

Roma Administration Centre

NOTICE OF MEETING

Date: 12 November 2024

Mayor: Councillor W M Taylor

Deputy Mayor: Councillor C J O'Neil

Councillors: Councillor J R P Birkett
Councillor M K Brumpton
Councillor A K Davis
Councillor P J Flynn
Councillor J M Hancock
Councillor B R Seawright
Councillor J R Vincent

Chief Executive Officer: Robert Hayward

Executive Management: Rueben Broom – (Acting) Director Corporate Services
Stephen Scott – Director Bendemere
Seamus Batstone – Director Engineering
Lee Jackson – Director Bungil
Thea Griffin – (Acting) Director Regional Development,
Environment and Planning
Dean Ellwood – Director Roma
Mathew Gane – Director Warroo

Attached is the agenda for the **Ordinary Meeting** to be held at the Roma Administration Centre on **13 November 2024 at 9:00 AM.**

Robert Hayward
Chief Executive Officer

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OFFICER REPORT

Meeting: Ordinary 13 November 2024

Date: 5 November 2024

Item Number: L.1

File Number: D24/106760

SUBJECT HEADING: Yurika Electric Vehicle Charging Station for Injune

Classification: Open Access

Officer's Title: Director - Bungil

Executive Summary:

This report presents a proposal from Yurika Pty Ltd (Yurika) for an Electric Vehicle (EV) Charging Station License Agreement, in partnership with the Queensland Government's "Queensland Electric Super Highway" initiative.

The project aims to establish a connected network of public EV charging infrastructure, making Injune a regional stop along the network. Under the terms of this License Agreement, Yurika will install, operate, and maintain an EV charging station at the road reserve in front of 11 Station St, Injune QLD 5544.

The report seeks Council's consideration to authorise this License Agreement, allowing Yurika to manage the installation and maintenance of the charging infrastructure at no cost to Council.

Officer's Recommendation:

That Council:

1. Receive and review the Electric Vehicle Charging Station Licence Agreement between Maranoa Regional Council and Yurika Pty Ltd.
2. Authorise the Chief Executive Officer (or delegate) to sign the Licence Agreement with Yurika Pty Ltd, under which Yurika will install, operate, and maintain EV charging infrastructure at the designated location in Injune, subject to the agreed terms and conditions.

Individuals or Organisations to which the report applies:

Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?

(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

There are no individuals or organisations directly impacted financially by this Agreement, but local and visiting EV owners stand to benefit from the facility.

Acronyms:

Are there any industry abbreviations that will be used in the report?

Note: This is important as particular professions or industries often use shortened terminology where they refer to the matter on a regular basis. However, for individuals not within the profession or industry it can significantly impact the readability of the report if these aren't explained at the start of the report).

Acronym	Description
Yurika	Yurika Pty Ltd
EV	Electric Vehicle
CPO	Charge Point Operator

Context:

Why is the matter coming before Council?

Yurika approached Maranoa Regional Council with a proposal to install an EV charging station as part of the Queensland Electric Super Highway project. The initiative, underpinned by the Queensland Government, will connect various towns to support sustainable transportation across the state. Injune has been identified as a strategic stop, enhancing accessibility for EV travelers in the region.

Background:

Has anything already happened in relation to this matter?

(Succinct overview of the relevant facts, without interpretation)

Yurika's EV charging stations, part of a broader state-wide rollout, are high-capacity, public-use charging points with operational responsibility falling entirely on Yurika. The designated area covers approximately 120 square meters, accommodating a total of four charging bays. This infrastructure will provide accessible charging facilities to both residents and travelers, benefiting the community without incurring costs for the Council.

Who pays the power bill?

The draft agreement does not indicate that Yurika will pay Maranoa Regional Council a regular fee or percentage of revenue for the use of the land or the charging station operations. Instead, it specifies:

1. **Nominal License Fee:** Yurika is required to pay a nominal annual license fee of \$1.00 (plus GST) on demand. This is a token amount rather than a revenue-generating fee.
2. **No Cost to Council:** Yurika will cover all installation, operational, maintenance, and power costs associated with the EV charging station, ensuring that Council incurs no expenses.

In summary, the agreement is structured to allow Yurika to use Council land for the EV station without any substantial financial compensation to the Council, beyond the nominal \$1.00 license fee.

How much of our land?

The agreement specifies that Yurika will use approximately **120 square meters** of Council land, which includes space for:

- **Five parking spaces**, creating **four EV charging bays**.
- Additional area for the installation of charging head units and associated infrastructure.

This footprint includes both the charging bays and the necessary equipment, which will be installed on a slab covering around **30 square meters** within the total designated space.

Who gets called for maintenance and repairs?

Yurika is responsible for maintenance and repairs of the EV charging station. The key details are as follows:

- **Remote Monitoring:** Yurika will use embedded software in the chargers to monitor performance in real-time.
- **Local Technicians:** Yurika will coordinate with qualified local electrical technicians for on-site repairs if the hardware fails.
- **Customer Support:** Yurika will provide signage on the station with a QR code and a phone number for customers to report faults directly to their call center.

This setup ensures that Yurika manages all aspects of maintenance and repair, with no responsibility falling on the Council.

Legislation, Local Laws, State Policies & Other Regulatory Requirements:

What does the legislation and other statutory instruments include about the matter under consideration? (Include an extract of the relevant section's wording of the legislation – please do not just quote the section number as that is of no assistance to Councillors)

Queensland Government Zero Emission Vehicle Strategy

Council Policies or Asset Management Plans:

Does Council have a policy, plan or approach ordinarily followed for this type of decision?

What are relevant sections of the policy or plan?

(Quote/insert the relevant section's wording / description within the report)

NA

Input into the Report & Recommendation:

Have others' views or input been sourced in developing the report and recommendation to Council? (i.e. other than the report author?) What did each say? (Please include consultation with the funding body, any dates of critical importance or updates or approvals required)

Injune District Tourism Association – 4 options for location presented at the May IDTA meeting for feedback with the location in front of 11 Station Street as stated in the attached agreement preferred.

Advance Injune – 4 options for location presented at the IDTA meeting on the 23rd of July 2024. Preferred location was in front of 11 Station Street as listed in the attached agreement.

Funding Bodies:

Is the project externally funded (or proposed to be)? If so, are there any implications in relation to the funding agreement or grant application. (Please do not just include names)

Yurika

This Financial Year's Budget:

Will the matter under consideration impact how much Council collects in income or how much it will spend? How much (\$)?? Is this already included in the budget? (Include the account number and description).

If the matter under consideration has not been included in the budget, where can the funds be transferred from? (Include the account number and description) What will not be done as a result?

Nil

Future Years' Budgets:

Will there need to be a change in future years' budgets to cater for a change in income or increased expenditure as a result of Council's decision? How much (\$)?? (e.g. estimate of additional maintenance or operating costs for a new or upgraded project)

All current and ongoing costs are covered by the Yurika

Impact on Other Individuals or Interested Parties:

Is there anyone who is likely to be particularly interested in or impacted by the decision, or affected by the recommendation if adopted? What would be their key interests or concerns?

(Interested Parties Analysis - IS9001:2015)

- Current and future electrical vehicle owners in Injune
- Tourist to Injune and south west Queensland – Injune Caravan Park has received multiple requests for EV charging.

Risks:

What could go wrong if Council makes a decision on this matter? (What is the likelihood of it happening and the consequence if it does) (List each identified risk in a table)

Risk	Description of likelihood & consequences
Do Nothing	Lost opportunity to have this facility installed in Injune

Advice to Council:

What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?

(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

Based on a review of the proposed License Agreement, it is recommended that Council approve the agreement to facilitate the EV charging station installation, furthering the region's commitment to sustainable development and green technology initiatives.

Recommendation:

What is the 'draft decision' based on the advice to Council?

Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?

(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

***Does this recommendation suggest a decision contrary to an existing Council policy?
If so, for what reason?***

That Council:

1. Receive and review the Electric Vehicle Charging Station Licence Agreement between Maranoa Regional Council and Yurika Pty Ltd.
2. Authorise the Chief Executive Officer (or delegate) to sign the Licence Agreement with Yurika Pty Ltd, under which Yurika will install, operate, and maintain EV charging infrastructure at the designated location in Injune, subject to the agreed terms and conditions.

Link to Corporate Plan:

Corporate Plan 2023-2028

Corporate Plan Pillar 1: Prosperity

1.3 Tourism destination development infrastructure

Supporting Documentation:

[1](#) Yurika EV Charging Station Licence Agreement Injune D24/108203

Report authorised by:

Chief Executive Officer



Electric Vehicle Charging Station Licence Agreement

Between

Yurika Pty Ltd

ABN 19 100 214 131

and

Maranoa Regional Council

ABN 99 324 089 164

HEAD OFFICE: Level 3, 420 Flinders Street, Townsville QLD 4810
PO Box 1090, Townsville QLD 4810 • yurika.com.au

Yurika Pty Ltd ABN 19 100 214 131
Part of the Energy Queensland Group



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DATE: This agreement is made on the date when it is fully executed.

PARTIES:

Yurika Pty Ltd ABN 19 100 214 131 of Level 3, 420 Flinders Street, Townsville QLD 4006
(Yurika)

and

Maranoa Regional Council ABN 99 324 089 164 of 57 Bungil Street, Roma QLD 4455 (**Licensor**)

BACKGROUND:

- (a) In conjunction with the Queensland Government, Yurika is seeking to establish public charging infrastructure for electric vehicles. This project is known as the "Queensland Electric Super Highway". As part of this project, Yurika has requested that it be permitted to use the Premises to install a charging station for the Permitted Use.
- (b) The Premises are under the ownership and/or the control of the Licensor who has the authority to grant the Licence for Yurika to use the Premises to provide commercial electric vehicle charging facilities for electric vehicles and the parties record their agreement in this licence agreement ("**Licence Agreement**").

AGREEMENT TERMS:

1. LICENCE

1.1. Term

The Licensor grants this Licence to Yurika for the Term in Item 1.4 of Schedule 1.

1.2. Licence Fee

From the Commencement Date, Yurika must pay the Licence Fee to the Licensor:

- (a) by direct and automatic bank deposit into a bank account nominated by the Licensor, or otherwise as directed by the Licensor; and
- (b) each year in advance during the Term.

1.3. Surrender of Licence

Provided there are no outstanding payments under this Licence, Yurika may at any time terminate this Licence by providing 90 days' written notice to the Licensor.

1.4. Authority to licence

The Licensor warrants that it has the requisite authority to grant a licence to Yurika for the Permitted Use on the terms and conditions of this Licence.



1.5. Option to renew Term

- (a) If Yurika punctually and properly performs its obligations under this Licence, either party has the option, exercisable between three and six months prior to the expiry of the Term, to renew this Licence for the further term specified in item 1.5 of Schedule 1 ("**Renewed Term**"), commencing on the day after the expiry date and continuing on the same terms as this Licence, except that this clause has no further effect unless Schedule 1 refers to more than one Renewed Term, in which case the Licence is modified so that the number of Renewed Terms remaining is one fewer than specified in Schedule 1.
- (b) The Licence Fee payable in each subsequent year of the Term is increased using the method outlined in Item 1.7 of Schedule 1 and for each subsequent year of the Term will not be less than the Licence Fee payable in the immediately preceding year.
- (c) Pending determination of the Licence Fee for any Licence year, the Licence Fee is paid at the rate payable at the end of the previous Licence year and an adjustment (if necessary) is made within one month of the current Licence Fee being determined.

2. USE OF PREMISES

2.1. Permitted Use

During the Term, Yurika must use the Premises for the Permitted Use.

2.2. Yurika Property on termination

- (a) Subject to clause 2.2(b), at the end of this Licence, Yurika may, at its option, elect to either:
 - (i) remove the Yurika Property from the Premises, in which case, clause 2.3 applies; or
 - (ii) leave the Yurika Property at the Premises, in which case, clause 2.4 applies, and Yurika will notify the Licensor of its election at least 30 days before this Licence ends. If Yurika does not so notify the Licensor, Yurika will be deemed to have elected to leave the Yurika Property at the Premises.
- (b) If either:
 - (i) the option to renew the Term is not exercised under clause 1.5; or
 - (ii) the Licence is terminated for any reason prior to the date which is 10 years after the Commencement Date,

Yurika agrees to consult with the Licensor with a view to agreeing which of clauses 2.2(a)(i) or (ii) should apply and Yurika will not unreasonably withhold its agreement where the Licensor requests that clause 2.2(a)(ii) should apply provided that the Licensor agrees to reimburse the value of the Yurika Property at the time of termination, which amount shall be agreed by negotiation between the parties.



2.3. Removal of Yurika Property on termination

If Yurika elects to remove the Yurika Property from the Premises at the end of this Licence, Yurika must:

- (a) remove the Yurika Property from the Premises at Yurika's cost;
- (b) remove the Removable Electrical Works from the Premises at Yurika's cost, but will not be required to remove any underground conduits;
- (c) ensure that any electrical wiring that does not form part of the Removal Electrical Works is de-energised and made safe;
- (d) repair any damage to the Premises and any other Licensor infrastructure caused by the removal of Yurika Property and the Removable Electrical Works from the Premises so that, despite removal, those areas of the Premises on which the Yurika Property and the Removable Electrical Works had been located and any other Licensor infrastructure impacted by the Yurika installation are functionally and aesthetically equivalent to their condition prior to installation (with allowance for reasonable wear and tear), provided that, at Yurika's option:
 - (i) concrete plinths may be removed and grassed or paved surfaces and garden beds may be reinstated to match the adjacent areas or the pre-existing condition; and
 - (ii) concrete paths will not be replaced if patching of the path is acceptable, in Yurika's opinion (acting reasonably); and
 - (iii) stencilling to dedicated parking bays may be removed,and on completion of all remedial works, Yurika will notify the Licensor and the Licensor will promptly inspect the remedial works to confirm if the remedial works have been completed in accordance with this clause 2.3(d) and the Licensor will act reasonably in its assessment of the remedial works. Yurika will promptly attend to any outstanding remedial works which the Licensor assess have not been completed in accordance with this clause 2.3(d).
- (e) cease occupation and use of the Premises.

2.4. Yurika Property left behind

If Yurika elects to leave the Yurika Property at the Premises at the end of this Licence:

- (a) the Yurika Property left at the Premises will be deemed the property of the Licensor as and from the end of the Licence;
- (b) the Licensor may deal with the items left in any way the Licensor considers appropriate;
- (c) the Licensor acknowledges that the Yurika Property is transferred to the Licensor on an 'as is, where is' basis and that the Licensor will be responsible for all costs concerning the transferred Yurika Property after the end of this Licence, but no



compensation shall be payable to Yurika by the Licensor for the transfer of the Yurika Property;

- (d) Yurika will provide to the Licensor all product manuals for the Yurika Property in its possession within 30 days after the end of the license;
- (e) Yurika will remove all signage and branding from the Yurika Property within 30 days after the end of the Licence;
- (f) the Yurika Property will no longer be referred to as "Queensland Electric Super Highway", "QESH" or similar; and
- (g) Yurika will have no other obligation to repair any damage to or otherwise "make good" the Premises.

2.5. Agreed Fixtures

The Agreed Fixtures are at all times owned and operated by the relevant distribution network service provider. Yurika will not remove any Agreed Fixtures at any time including at the end of this Licence.

2.6. Electricity

Yurika will be responsible for the electricity connection to the Premises and for ensuring that all electricity consumption charges are paid on time.

3. ALTERATIONS TO PREMISES

3.1. No structural improvements

Yurika must not make any structural improvements to the Premises unless agreed with the Licensor.

3.2. Permitted alterations

Yurika may, without the consent of the Licensor, make alterations to the Premises as detailed in Schedule 3.

3.3. Licensor's consent

Subject to clause 3.2, Yurika must not, without the Licensor's consent, make any alterations to the Premises. The Licensor will use its best endeavours to keep those areas of the Premises where the Yurika Property are located in a clean and tidy state, fair wear and tear accepted.

3.4. Works

For any works undertaken under this clause 3:



- (a) Yurika must, before any work is commenced and at Yurika's cost, obtain any required consent of any local or other authority to the proposed works;
- (b) comply with the Licensor's reasonable requirements as to siting meters, chargers and providing meter interfaces for the provision of electricity and charging users; and
- (c) the proposed works must be carried out in a proper and workmanlike manner, at Yurika's cost, by contractors who are suitably qualified, insured, competent and experienced.

3.5. Signs

- (a) Yurika must (at its cost) install signs in accordance with the requirements set out in the diagram at Schedule 4.
- (b) The parties agree that the location and number of the signs set out in Schedule 4 may be varied provided such variation is agreed upon by the parties and documented in writing.
- (c) Each party must ensure that, at all times, its signs meet all requirements prescribed by law.

3.6. Access

The Licensor must, at its sole cost, provide Yurika (and its employees, contractors, agents and any members of the public wishing to use Yurika Property) with access (24 hours per day, 7 days per week) to the Yurika Property on the Premises, including but not limited to, where necessary, providing detours around any works that may affect the Premises, publishing notices where required or taking any other required actions.

4. TRANSFER

- (a) The Licensor may not assign or novate all or part of this Licence unless Yurika gives its prior written consent (provided that such consent may not be unreasonably withheld if the assignee/novatee is technically and financially able to comply with the assignor/novator's obligations under this Licence and the assignment/novation will not adversely affect the rights or obligations of the consenting party under this Licence).
- (b) Yurika may not assign or novate any or all of its rights and obligations under this Licence without obtaining the Licensor's prior written consent (provided that such consent may not be unreasonably withheld if the assignee/novatee is technically and financially able to comply with the assignor/novator's obligations under this Licence and the assignment/novation will not adversely affect the rights or obligations of the consenting party under this Licence) and the Licensor will promptly execute any documents reasonably required by Yurika to give effect to that assignment or novation.



5. RISK AND RELEASE

- (a) Yurika will occupy and use the Premises at its own risk, and the Licensor will not be liable for any loss or damage to Yurika Property.
- (b) Further, the Licensor will not be liable for loss of profit or any other indirect or consequential loss resulting from that loss or damage.
- (c) Clauses 5(a) and (b) do not exclude the Licensor's liability where the damage results from the Licensor's wilful default or fraudulent or negligent act or omission.
- (d) Yurika releases the Licensor and its employees and agents from any action or demand due to any damage, loss, injury or death occurring at the Premises, except to the extent that the Licensor causes this by the Licensor's wilful default or fraudulent or negligent act or omission.
- (e) For the purposes of this clause 5, '**wilful default**' means any reckless act or omission of a party with indifference to (or despite regard being had to) the possible harmful consequences arising from that act or omission.

6. INSURANCE & INDEMNITY

6.1. Yurika insurance

During the Term and otherwise while in occupation of any part of the Premises, Yurika must maintain with a reputable insurer:

- (a) public liability insurance for at least the amount in Item 1.9 of Schedule 1 covering liability to third parties (including the Licensor) for third party injury claims arising from Yurika negligence in connection with the Yurika Property or the use by Yurika of the Premises; and
- (b) any other insurance required by law.

6.2. Indemnity

- (a) Yurika will indemnify the Licensor against every loss, liability, damage and expense borne of Harm directly or indirectly from an occurrence on or about the Premises caused by Yurika's act, omission or negligence or because of Yurika's use or occupation of the Premises.
- (b) In this clause, "Harm" means all or any of:
 - (i) property loss;
 - (ii) property damage;
 - (iii) death; and
 - (iv) personal injury.



7. DEFAULT AND TERMINATION

7.1. Default Event

A party will be in default of this Licence if:

- (a) a party fails to pay an amount of money owing to the other party, within 10 business days after written notice from the non-defaulting party following the due date for payment;
- (b) a party does not comply with any obligation (other than an obligation to pay money) under this Licence within 10 business days of written notice from the non-defaulting party or such further period as is reasonable having regard to the nature of the obligation;
- (c) a party is a corporation and:
 - (i) an order is made or a resolution passed that the corporation be wound up (except for the purpose of reconstruction or amalgamation with the written consent of the Licensor);
 - (ii) an order is made or a meeting is called for the appointment of a provisional liquidator, a liquidator or an administrator to Yurika; or
 - (iii) an administrator, a receiver, a manager or an inspector is appointed in respect of Yurika or any of the assets of Yurika;
- (d) a party makes an assignment for the benefit of or enters into any arrangement or composition with that party's creditors; or
- (e) a party is insolvent or unable to pay that party's debts within the meaning of the *Corporations Act 2001* (Cth).

7.2. Default Procedure

- (a) A non-defaulting party may (without prejudice to its rights at law) give a defaulting party a written notice specifying a default that has occurred (**Default Notice**).
- (b) Subject to clause 7.1, the defaulting party has the period stated in the Default Notice to remedy the default or overcome its effects on the non-defaulting party (provided that such period must be reasonable in the circumstances, and cannot be less than 10 business days in respect of a financial default).
- (c) The defaulting party must diligently pursue a reasonable course of action to remedy the default, or overcome its effects on the non-defaulting party, otherwise the non-defaulting party may send a notice to the defaulting party specifying the relevant failure and ending the relevant cure period.
- (d) If a default is not remedied or its effects on the non-defaulting party are not overcome within the relevant cure period, the non-defaulting party may do any one or more of the following (without prejudice to its rights at law and in equity):
 - (i) terminate this Licence;



- (ii) sue, or take debt recovery action against, the defaulting party for any outstanding amount owing under this Licence; and
- (iii) exercise all other remedies available to it.

8. GOODS AND SERVICES TAX

- (a) Words or expressions used in this clause 8 which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this clause 8.
- (b) Amounts specified in, or payable under, this Licence may be stated to be exclusive or inclusive of GST. Clause 8(e) applies unless an amount payable under this Licence is stated to include GST.
- (c) If a party is a GST group member, relevant references to GST and input tax credits include references to GST and input tax credits for the representative member of the GST group.
- (d) All amounts in this Licence are GST exclusive unless otherwise indicated.
- (e) If a GST exclusive amount payable under this Licence is consideration for a taxable supply, then the party required to pay the amount must, subject to the supplier issuing a tax invoice, pay both the GST exclusive amount and, at the same time, an additional amount equal to the GST payable on the supply.
- (f) Where non-monetary consideration is provided, the parties must share information as required to determine the appropriate amount of GST.
- (g) Where a supplier incurs a cost or expense for which it may be reimbursed by, indemnified against, claim against or set-off against another party under this Licence, the amount to be paid or credited is the cost or expense (reduced by any relevant input tax credit) plus the amount attributable to GST (as referred to in clause 8(e)).
- (h) If an adjustment event occurs, the supplier must issue a valid adjustment note and the parties must then make appropriate payments to reflect the required adjustment of GST.

9. NOTICES

- (a) Notices (however described) and tax invoices (where relevant) under this Licence must be sent in writing (which may include by electronic means) unless this Licence or the law provides otherwise.
- (b) A notice or tax invoice sent under this Licence is taken to have been received by the recipient:
 - (i) on the date it is handed to the party;
 - (ii) where Yurika is the recipient – left at Yurika's office;
 - (iii) not applicable
 - (iv) on the date three business days after it is posted; or



- (v) on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed) if sent electronically and the use of electronic communication has been agreed between the parties.
- (c) The contact details for providing notices is set out in item 1.1 of Schedule 1 and each party must promptly update the other if there is any change to those contact details.
- (d) All contractual notices (including tax invoices) to be given to the Licensor must be mailed to the postal address in item 1.1 of Schedule 1.

10. DISPUTE RESOLUTION

- (a) The parties must first endeavour to resolve the dispute at the project manager level and, if this is not successful within 10 business days, the parties must refer the dispute to the senior representatives of the parties for resolution. These senior representatives must use their best endeavours to, within 10 business days of the date of referral of the dispute, either:
 - (i) resolve the dispute; or
 - (ii) agree on a process for resolving the dispute.
- (b) If a dispute is not resolved by the senior representatives under clause 10(a) within the 10 business day period, the parties may agree to refer the dispute to an expert and may appoint the expert by agreement.
- (c) If the parties cannot agree on the expert, the parties must appoint an expert nominated by:
 - (i) for financial matters, the President of the Resolution Institute (Queensland branch); or
 - (ii) for legal matters, the President of the Queensland Law Society,
 or, if the relevant institution above declines to nominate an expert, an expert nominated by an institution agreed between the parties as the most appropriate institution in the circumstances.
- (d) Expert determination will be conducted in the place notified by the Licensor to Yurika.
- (e) The parties must direct the expert to make his or her determination quickly and must take all reasonable steps to bring about a quick determination.
- (f) The expert must:
 - (i) have reasonable qualifications and commercial and practical experience in the area of the dispute;
 - (ii) have no interest or duty that conflicts or may conflict with his or her function as expert; and
 - (iii) not be an employee, or former employee, of any of the parties, or any related body corporate of the parties.



- (g) In the absence of a manifest error, the expert's decision will be valid and binding on the parties where the amount for a single event is less than \$100,000.
- (h) Where a dispute concerns an amount of money payable, then, within five business days of the settlement of the dispute, any amount agreed or determined to be paid or refunded must be paid or refunded by the relevant party.
- (i) The costs of the expert and any advisers to the expert will be borne equally by the parties unless the expert makes a determination to the contrary.

11. GENERAL

- (a) The law in force in Queensland governs this Licence, and the parties submit to the exclusive jurisdiction of the courts exercising jurisdiction in Queensland and any courts that may hear appeals therefrom.
- (b) Each party must pay its own expenses incurred in connection with the negotiation, preparation, execution and registration of this Licence, transactions contemplated by this Licence and any amendment to, or any consent, approval, waiver, release or discharge of or under, this Licence.
- (c) Any stamp duty, duties or other taxes of a similar nature in connection with this Licence or any transaction or instrument contemplated by this Licence, must be paid by Yurika.
- (d) This Licence contains the entire agreement between the parties about its subject matter and replaces any previous understanding, agreement, representation or warranty relating to that subject matter.
- (e) Each party must do anything (including execute any document) and must ensure that its employees and agents do anything (including execute any document), that the other party may reasonably require to give full effect to this Licence.
- (f) A right may only be waived in writing and signed by the party giving the waiver, and no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right.
- (g) A waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again, and the exercise of a right does not prevent any further exercise of that right or of any other right.
- (h) Any right that a person may have under this Licence is in addition to, and does not replace or limit, any other right that the person may have.
- (i) Any provision of this Licence that is unenforceable or partly unenforceable is to be severed to the extent necessary and possible to make this Licence enforceable, unless this would materially change the intended effect of this Licence.
- (j) Each party must comply with its relevant obligations under any applicable laws.
- (k) This Licence may be executed in counterparts, and all executed counterparts constitute one document.



- (l) Each person executing this Licence under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

12. FORCE MAJEURE

- (a) To the extent that a Force Majeure Event adversely affects the performance of an obligation under this Licence, then the relevant rights and obligations are suspended to the extent of that adverse effect, provided that this will not extend the term of this Licence.
- (b) Clause 12(a) does not affect rights or obligations that accrued prior to suspension.
- (c) The period of suspension will exclude any delay attributable to a failure by the party affected to comply with clause 12(d).
- (d) A party that claims a Force Majeure Event must use its best endeavours to remove, overcome or minimise the effects of that event as soon as practicable, and must resume performance of any suspended obligation as soon as reasonably possible after the end of a Force Majeure Event.
- (e) Nothing in this clause requires a party to settle an industrial dispute that constitutes a Force Majeure Event in any manner other than the manner preferred by that party.
- (f) If the Force Majeure Event continues to have effect for a period of more than 30 days, the party not claiming relief under this clause 12 may terminate this Licence by giving 30 days' written notice of such termination to the other party, but such notice shall not take effect if the affected party gives notice within that period that the cause has ceased to prevent the operation of this Licence.

13. DEFINED TERMS & INTERPRETATION

13.1. Definitions

Capitalised terms used in this Licence have the meanings set out in this clause or as defined elsewhere in this Licence.

Agreed Fixtures means pillar box, distribution cable between transformer and the pillar box and other distribution network service provider equipment, which are the property of the relevant distribution network service provider.

Commencement Date means the date in Item 1.3 of Schedule 1.

Force Majeure Event means any event, act, circumstance or omission, or combination of them, that is beyond the reasonable control of an affected party, and that is not the result of any negligence, bad faith, wilful misconduct, fraud, breach of law or failure to comply with this Licence.

GST has the same meaning as in clause 8.



Licence means this Electric Vehicle Charging Station Licence Agreement and any attachments or annexures to it.

Licence Fee means the fee in Item 1.6 of Schedule 1 as adjusted under this Licence.

Permitted Use means the use of the Premises as described in Item 1.2 of Schedule 1, and indicatively in accordance with the plan in Schedule 2.

Premises means the premises described in Item 1.2 of Schedule 1.

Removable Electrical Works means electricity network connection cables and conduits, electrical switchboard including electricity switchboard contents such as electricity metering and circuit breakers, which are the property of Yurika unless ownership transfers pursuant to clause 2.4.

Renewal Term means the period in Item 1.5 of Schedule 1.

Term means the period in Item 1.4 of Schedule 1 starting on the Commencement Date.

Yurika means Yurika Pty Ltd ABN 19 100 214 131 and, unless the contrary intention appears, includes Yurika employees, agents, suppliers, customers, clients, contractors, subcontractors, consultants, trustees, licensees, invitees or any other person claiming through or under Yurika.

Yurika Property means anything installed or placed on the Premises by or for Yurika and includes Yurika fixtures, fittings and signage. For the avoidance of doubt, Yurika Property includes (but is not limited to) electrical vehicle direct current charger, electric vehicle alternating current charger, electrical switchboard and associated switches, circuit breakers, electricity metering, parking bay signage, associated conduits and cables installed on the Premises, but does not include the Agreed Fixtures.

13.2. Rules for interpreting this Licence

Unless the context otherwise requires, the following interpretation rules apply to this Licence:

- (a) headings are for convenience and do not affect interpretation;
- (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them occurring at any time;
- (c) a clause, schedule or appendix is a reference to that part of this Licence;
- (d) a document or agreement is to that document or agreement as amended, supplemented, replaced or novated, and includes references to any clause, schedule or appendix within that document or agreement;
- (e) a party includes a permitted substitute or assignee of that party;



- (f) the word person includes corporations, firms, unincorporated associations, bodies corporate, authorities and agencies;
- (g) words used in the *Corporations Act 2001* (Cth) have the meaning defined in that Act;
- (h) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes and permitted assigns and includes the employees, contractors and agents of that person;
- (i) anything (including a right, obligation or concept) includes each part of it; and
- (j) a day is to a calendar day and a month is to a calendar month;
- (k) a singular word includes the plural, and vice versa;
- (l) examples are not exclusive;
- (m) a reference to 'A\$', '\$A', 'dollar' or '\$' is a reference to Australian currency;
- (n) if a day on or by which a party must do something under this Licence is not a business day, the person must do it on or by the next business day;
- (o) an agreement, representation, covenant or warranty in favour of two or more persons is in favour of them jointly and severally;
- (p) an agreement, representation, covenant or warranty made by two or more persons binds them jointly and severally; and
- (q) if a word is defined, other grammatical forms of that word have that meaning.



Schedules

1. Schedule 1 - Reference

1.1. Address for notices

Yurika	
Contact Name	Madeleine Pavlides
Phone number:	0409 480 453
Email address:	madeleine.pavlides@yurika.com.au operations@yurika.com.au
Licensor	
Contact Name:	Rainer Martin
Phone number:	0497 742 780
Email address:	Rainer.Martin@maranoa.qld.gov.au
Postal Address:	PO Box 620 Roma QLD 4455

1.2. Premises

Road Reserve in front of 11 Station St Injune QLD 5544
Coordinates Coordinate; Longitude 148.567763, Latitude -25.842948

1.3. Commencement Date

The date of execution of this Agreement by the last of the parties to execute.

1.4. Term

5 years

1.5. Renewal Term

5 years

1.6. Licence Fee

\$1.00 payable on demand (plus GST)

1.7. Licence Fee Review Rate

\$1.00 payable on demand (plus GST)



1.8. Permitted Use

All activities associated with Yurika's installation, operation and maintenance of electric vehicle charging stations at all times during the Term, including (but not limited to):

- installing the Yurika Property on the Premises (in accordance with the [indicative diagram/photograph(s)/plan(s)] set out in Schedule 2) and arranging for the connection of the charging stations to the distribution network (which will include installation of the Agreed Fixtures by the distribution network service provider);
- testing, maintaining, repairing and operating the Yurika Property;
- using the Yurika Property to sell electricity to customers at market rates as determined by Yurika;
- signage ancillary to the use of the charging stations;
- advertising of the facilities, as generally shown on the plan in Schedule 4.

1.9. Public liability insurance amount

\$20,000,000



2. Schedule 2 — Indicative Location Arrangements

The Yurika Property is located on the Premises as set out in the [indicative diagram/photograph(s)/plan(s)] below.





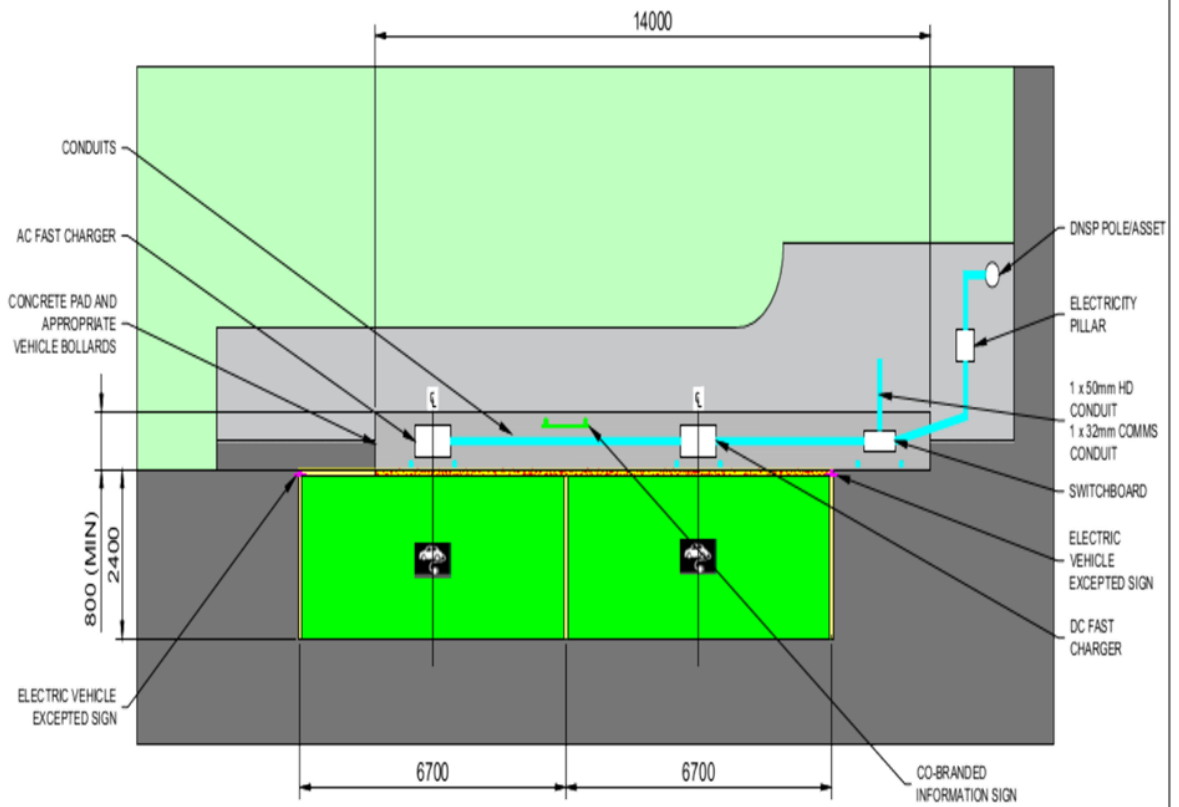
3. Schedule 3 - Permitted alterations

Alterations (including modifications, replacements, additions and removals) to:

- Agreed Fixtures;
- Removable Electrical Works; and
- signage and branding (which may include advertising).



4. Schedule 4 – Site Configuration





EXECUTED as an Agreement.

EXECUTED for and on behalf of **Yurika Pty Ltd (ABN: 19 100 214 131)** by its authorised representative in the presence of:

Signature of authorised representative

Signature of witness

Name and title of authorised representative

Name of witness

Date:

EXECUTED for and on behalf of **Maranoa Regional Council (ABN: 99 324 089 164)** by its duly authorised representative in the presence of:

Signature of authorised representative

Signature of witness

Name and title of authorised representative

Name of witness

Date:

OFFICER REPORT

Meeting: Ordinary 13 November 2024

Date: 12 November 2024

Item Number: L.2

File Number: D24/110009

SUBJECT HEADING: Local Government Association of Queensland
Advisory Groups and Darling Downs and South
West Regional Development Australia Committee
Appointments

Classification: Open Access

Officer's Title: Chief Executive Officer

Executive Summary:

Over the last few months, Council resolved to submit expression of interests for Councillors to participate on a number of advocacy and advisory groups.

These include Local Government Association of Queensland (LGAQ) groups for Roads & Transport, Water & Wastewater and Waste Management & Circular Economy as well as a representative on the Regional Development Australia (RDA) Darling Downs and South West committee.

This report presents Council with an update on the nomination outcomes.

Officer's Recommendation:

That Council:

1. receive this report as an update to Council's Expression of Interest to Local Government Association of Queensland (LGAQ) Advisory Groups and Regional Development Australia (RDA) Darling Downs and South West Committee.
2. note that the following Councillors were appointed on the following Local Government Association of Queensland (LGAQ) Advisory Groups:

Committee	Position / Name
Roads & Transport Advisory Group	Cr Cameron O'Neil
Water & Wastewater Advisory Group	Cr John Birkett
Waste Management & Circular Economy Advisory Group	Cr Jane Vincent

3. note that Cr Joh Hancock was appointment on Regional Development Australia (RDA) Darling Downs and South West Committee.
-

Context (Why is the matter coming before Council?):

Council submitted a number of expression of interests for Councillors to participate on a number of advocacy and advisory groups. This report presents Council with an update on the nomination outcomes.

Background (Including any previous Council decisions):

Over the last few months, Council resolved to submit expression of interests to participate on a number of advocacy and advisory groups.

A summary of the key resolutions are outlined below.

Local Government Association of Queensland

Council Meeting: 26 June 2024
 Resolution: OM/06.2024/56

- Roads & Transport Advisory Group;
- Water & Wastewater Advisory Group; and
- Waste Management & Circular Economy Advisory Group

Item Number: 10.2 File Number: D24/53688
 SUBJECT HEADING: LGAQ ADVISORY GROUPS | EXPRESSION OF INTEREST TO PARTICIPATE
 Officer's Title: Lead Officer - Elected Members & Community Engagement

Executive Summary:

The Local Government Association of Queensland (LGAQ) is seeking Expressions of Interest from elected members, CEO's, and professional officers from Queensland Councils for the 2024 – 2028 Term of Council seeking to be part of three (3) advisory groups, being:

- Roads & Transport Advisory Group
- Water & Wastewater Advisory Group
- Waste Management & Circular Economy Advisory Group

This item had been laid on the table earlier during the meeting, Council resumed its deliberations.

Resolution No. OM/06.2024/56	
Moved Cr O'Neil	Seconded Cr Hancock
That Council:	
Submit Expressions of Interest for the LGAQ Advisory Committees for the 2024 – 2028 term as follows:	
Committee	Position / Name
Roads & Transport Advisory Group	Cr O'Neil
Water & Wastewater Advisory Group	Cr Birkett
Waste Management & Circular Economy Advisory Group	Cr Vincent
CARRIED	9/0

Responsible Officer	Lead Officer - Elected Members & Community Engagement
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Regional Development Australia (RDA) Darling Downs and South West.

Council Meeting: 14 August 2024
 Resolution: OM/08.2024/12

OFFICE OF THE CEO

Item Number: 10.1 File Number: D24/74095

SUBJECT HEADING: COMMITTEE REPRESENTATION | REGIONAL DEVELOPMENT AUSTRALIA DARLING DOWNS AND SOUTH WEST (RDA DDSW) COMMITTEE MEMBER

Officer's Title: Lead Officer - Elected Members & Community Engagement

Executive Summary:

Council is asked to consider endorsement of an application submission to the volunteer Committee Member positions for the Regional Development Australia (RDA) Darling Downs and South West committee.

Resolution No. OM/08.2024/12

Moved Cr O'Neil

Seconded Cr Brumpton

That Council endorse submission of an application for Cr. Johanne Hancock seeking to be considered for a committee member position on the Regional Development Australia (RDA) Darling Downs and South West committee.

CARRIED

9/0

Responsible Officer

Lead Officer - Elected Members & Community Engagement

Outcome of EOI Process

Council has received written confirmation from both LGAQ and RDA that the following appointments have been made:

Committee	Position / Name
LGAQ Roads & Transport Advisory Group	Cr Cameron O'Neil
LGAQ Water & Wastewater Advisory Group	Cr John Birkett
LGAQ Waste Management & Circular Economy Advisory Group	Cr Jane Vincent
Regional Development Australia (RDA) Darling Downs and South West Committee	Cr Joh Hancock

Acronyms:

Acronym	Description
LGAQ	Local Government Association of Queensland
EOI	Expression of Interest

Addition to Operational or Corporate Plan:

Plan Description	Yes / No
Operational	No
Corporate	No

Link to Corporate Plan:

Corporate Plan 2023-2028
Corporate Plan Pillar 4: Accountability
4.4 Collaborative governance

Supporting Documentation:

Nil.

Report authorised by:

Chief Executive Officer