

June 2021

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**Victorian Energy Collaboration - VECO
(Previously known as the Local Government Power
Purchase Agreement Project)
Implementation Deed**

Glen Eira City Council
ABN 65 952 882 314
and

The Councils named in Schedule 1

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Victorian Energy Collaboration - VECO Implementation Deed

Dated

Parties

Name	Glen Eira City Council ABN 65 952 882 314
Short name	Glen Eira
Name	The Councils named in Schedule 1
Short name	The Participating Councils

The Parties' address and contact details are set out in Schedule 1

Background

- A. Glen Eira and the Participating Councils (together, the **Councils**) are each Councils for the purposes of the LGA.
- B. In June 2020, the Councils entered into a Participation Deed for the purposes of jointly procuring long-term (7-10 years) retail contracts for both power and 100% renewable energy (via renewable energy certificates).
- C. The Participation Deed defined an agreed process under which:
- C.1 the Councils appointed Darebin City Council (**Darebin**) to engage third parties for the purposes of undertaking the Project;
 - C.2 Darebin conducted a procurement process and selected the Supplier as the Preferred Tenderer to provide renewable energy to all of the Councils on the basis of a SRESA;
 - C.3 the Preferred Tenderer was endorsed by the Project Steering Committee in accordance with the Participation Deed; and
 - C.4 the Councils agreed to each enter into their own RESA with the Supplier on their own behalf on the same terms to the SRESA.
- D. The Councils have agreed to enter into this Implementation Deed, under which:
- D.1 the Councils will appoint a Lead Organisation to:
 - D.1.1 undertake collective administration functions on behalf of the other Councils;

- D.1.2 manage ongoing media and communications in relation to the Project following the conclusion of Darebin's responsibilities in leading media and communications;
 - D.1.3 collaborate with the Supplier and the Participating Councils to identify and scope other Energy Management Opportunities; and
 - D.1.4 provide periodic and ad hoc reporting to the Councils in accordance with this Agreement;
 - D.2 each Council will comply with the terms of the RESA executed with the Supplier, including their individual account management obligations and facilitation of the collective administration functions of the Lead Organisation.
 - D.3 each Council will make financial contributions to the Services in accordance with this Agreement.
- E. The Councils have entered into this Agreement to record their common intentions.

The Parties agree

1. Definitions

In this Agreement:

Background IP has the meaning given by clause 13.1.

Budget means a budget for the Project to be prepared by the Lead Organisation under clause 11.2 for the consideration and approval of the Project Steering Committee.

Business Day means a day other than a Saturday, Sunday or public holiday in Victoria.

Buyers Group means the Councils participating in and taking the benefit of the Project, as constituted from time to time taking into account withdrawals under cl 17.

Claim means any claim, allegation, cause of action, proceeding, demand, debt, liability, obligation, cost or expense of any nature however it arises and whether it is present or future, fixed or unascertained, actual or contingent (whether or not the facts, matters or circumstances giving rise to that claim are known to that person or to any other person at the date of this Agreement) and whether at law, in equity, under statute or otherwise.

Commencement Date means the date this Agreement is executed by all of the Councils.

Communications Plan means the Communications Plan including, but not limited to, the key messages and branding for VECO, as approved by the Steering Committee and amended from time to time under this Agreement.

Confidential Information means any information, in any form, not lawfully in the public domain, in the possession of or under the control of any of the Councils or to which the Councils gain access at any time (including the period preceding the execution of this Agreement):

- (a) concerning any of the Councils, their business, systems, customers, ratepayers, residents, properties, assets and affairs;
- (b) concerning the terms and subject matter of this Agreement; or

- (c) which the Council which generates or provides the information nominates in writing as being confidential.

Consequential Loss means any loss or damage which does not naturally or directly result in the ordinary course of events from the breach, action or inaction in question, whether or not a party has been advised of or is aware of that loss or damage, including any loss of revenue, profit, data, opportunity, business, goodwill or future reputation, any failure to realise anticipated savings, any downtime costs, any damage to credit rating, and any penalties payable under contracts other than this Agreement.

Contract Management Plan means the Contract Management Plan approved by the Steering Committee under the Participation Deed as amended from time to time under this Agreement.

Council means any and all of the Councils named in Schedule 1 from time to time including, if the context requires, a Council which has been removed from Schedule 1 as a result of its withdrawal under clause 17.

Council Type means the Council Type assigned to each Council, as specified in Schedule 2 as updated from time to time in accordance with clause 18.6.1.

Darebin means the Darebin City Council.

Dispute means a dispute between the Parties within the meaning of clause 16.2.

Energy Management Opportunities includes, but is not limited to, technologies, processes or data management activities that may assist the Councils in achieving other objectives connected with the use of renewable energy, such as emission reductions.

Glen Eira means Glen Eira City Council.

Initial Term means the period from the Commencement Date until the date on which the RESAs entered by the Councils expire.

Intellectual Property Rights means all intellectual property rights (whether or not registered, including all applications and the right to apply for registration) including:

- (a) any processes, technology, systems, reports, specifications, blueprints, patents, trademarks, service marks, trade names, domain names, designs, design rights, brands and company names, trade secrets, copyright works, URLs, drawings, discoveries, inventions, improvements, technical data, research data, formulae, computer programs, software, know-how, logos, symbols and similar industrial or intellectual property rights;
- (b) all supplier lists and other supplier-related information generated by or for the Project Steering Committee; and
- (c) the right to keep Confidential Information of the Project Steering Committee and the Councils confidential.

KPI means the same Key Performance Indicators as defined in each RESA relevant to individual councils and the Buyers Group as a whole.

Lead Organisation means the Council appointed under clause 7.

LGA means the *Local Government Act 1989 (Vic)* or the *Local Government Act 2020 (Vic)*, as the context requires.

LGC means a “large-scale generation certificate”, as that term is defined in the *Renewable Energy (Electricity) Act 2000 (Cth)*.

Loss means any damage, punitive damages, liability, Claim, obligation, duty, loss, charge, cost or expense (including legal expenses on a full indemnity basis and consultant’s fees), interest, penalty, fine and tax, however it arises and whether it is present or future, fixed or unascertained, actual or contingent, and includes Consequential Loss.

Participation Deed means the Renewable Energy Procurement Project Participation Deed.

Party means a party to this Agreement, being any and all of the Councils set out in Schedule 1.

Points means the points assigned to each Council, as specified in Schedule 2 and updated from time to time in accordance with clause 18.6.1(c).

Policies and Procedures means the policies and procedures of the Project Steering Committee made under the Participation Deed and this Agreement as varied from time to time under clause 11.3.

Preferred Tenderer means the Tenderer recommended by the Project Steering Committee under the Participation Deed.

Project means VECO which has secured long-term retail contracts for power and 100% renewable energy via renewable energy certificates.

Project Steering Committee means the committee established under clause 9.1.

Project Steering Committee Charter means the charter for the Project Steering Committee contained in Schedule 3 to the Participation Deed as amended from time to time under clause 9.3.

Relative Interest means the relative interest of each Council in the Project, including in any assets or liabilities of the Lead Organisation set aside for the purposes of the Project or arising out of the conduct of the Project, as specified in Schedule 2.

RESA means Renewable Electricity Supply Agreement that each Council has entered, or will enter, into with the Supplier.

Services means the activities to be provided under and the in accordance with the Contract Management Plan and this Agreement.

Services Account means a bank account or accounts established by the Lead Organisation for the purposes of funding delivery of the Services.

Services IP has the meaning given by clause 13.2.

SRESA means the Standard Renewable Electricity Supply Agreement negotiated by Darebin pursuant to the Participation Deed that will form the basis for the RESA which each Council has or will enter into with the Supplier.

Supplier means the preferred tenderer selected to provide goods and/or services to the Councils under a RESA.

Term means the term of this Agreement, as determined under clause 4.

VECO means the Victorian Energy Collaboration.

Voluntary LGCs means LGCs purchased and retired above the minimum requirements set by the Clean Energy Regulator.

2. Purpose of Agreement

The Councils agree that the purpose of this Agreement is to:

- 2.1 appoint the Lead Organisation to undertake and deliver the Services;
 - 2.2 see that the Project Steering Committee established under the Participation Deed continues for the purposes of overseeing and directing the Lead Organisation;
 - 2.3 ensure that the Services are delivered effectively; and
 - 2.4 provide for processes by which the Councils will resolve disputes and determine procedures which are not provided for,
- in accordance with this Agreement.

3. Legal Effect

This Agreement creates contractual rights in and imposes obligations on the Councils, including the Lead Organisation, and is intended to be legally enforceable and binding on the Councils and the Lead Organisation.

4. Term of Agreement

4.1 Initial Term

This Agreement commences on the Commencement Date and continues for the Initial Term of two years unless extended under clause 4.2 or terminated sooner under clause 18.

4.2 Extension

- 4.2.1 Unless the Initial Term is terminated sooner under clause 18, not more than 6 months and not less than 3 months prior to the expiry of the Initial Term, the Lead Organisation may extend the operation of this Agreement if it determines, in consultation with the Project Steering Committee, that continuing Services will be of benefit to the Councils.
- 4.2.2 This Agreement and the Services may be extended for a further term to be determined by the Lead Organisation in consultation with the Project Steering Committee.

5. Transition and inconsistency with the Participation Deed

5.1 Transition

Councils that, on the Commencement Date, are parties to this Agreement must do all things reasonably necessary to assist the transition from the Participation Deed to this Agreement, including by:

- 5.1.1 assisting Darebin to conclude its responsibilities under the Participation Deed; and
- 5.1.2 assisting the Lead Organisation to undertake and deliver the Services.

5.2 Inconsistency with the Participation Deed

- 5.2.1 If the Commencement Date predates the expiry or termination of the Participation Deed, the Parties acknowledge that it is intended that, to the extent that it is reasonably possible to do so, the terms of this Agreement are to be read as being complementary and additional to the terms of the Participation Deed.
- 5.2.2 If the terms of this Agreement or any of them are inconsistent with the terms of the Participation Deed or any of them, and it is not reasonably possible to comply with both the Agreement and the Participation Deed, the terms of this Agreement prevail to the extent of the inconsistency.

6. Services

6.1 Execution of RESAs

If a Council has not done so before the Commencement Date, within a reasonable period following the finalisation of the SRESA, each Council must:

- 6.1.1 execute the final form of the RESA (approved or taken to be approved by the Project Steering Committee under the Participation Deed) for that Council; and
- 6.1.2 provide to the Lead Organisation confirmation of the execution under clause 6.1.1.

6.2 Keeping RESAs under review

The Councils acknowledge that:

- 6.2.1 the RESAs have terms that:
- (a) reflect the needs of, and apply to, the Council executing a particular RESA;

- (b) reflect the needs of the Buyers Group as a whole and apply to each Council as a member of the Buyers Group; and
 - (c) are composed of common terms that, for the purposes of ensuring the continued viability of the Project, cannot be unilaterally amended;
- 6.2.2 for the RESAs to provide value for money, the Councils will be required to cooperate to keep the RESAs under review for their term; and
- 6.2.3 they must comply with any processes established by the Project Steering Committee for the purposes of keeping the RESAs under review.

6.3 Collective administration of RESAs

- 6.3.1 The Councils nominate, and appoint as their agent, the Lead Organisation as the primary point of contact with the Supplier to ensure orderly communications between the Supplier and the Councils in connection with the administration of the RESAs.
- 6.3.2 The Lead Organisation is responsible for administering and implementing the Contract Management Plan.
- 6.3.3 With respect to the Services provided by the Lead Organisation, the Councils acknowledge that:
 - (a) the Services will be specified in the Contract Management Plan;
 - (b) the Services will be offered as a package which is the same for all Councils; and
 - (c) access to the Services will be dependent on the Councils remaining a party to this Agreement.
- 6.3.4 If a Council forms the view that there should be an amendment to the Contract Management Plan, the:
 - (a) Council may submit the proposed amendment in writing to the Lead Organisation and the Project Steering Committee; and
 - (b) Lead Organisation and Project Steering Committee will determine, in consultation with the Councils, whether the proposed amendment will be accepted.
- 6.3.5 Any proposed amendment submitted under clause 6.3.4 will be considered and addressed by the Project Steering Committee in accordance with the process set out in clause 11.1.
- 6.3.6 Notwithstanding anything else in this Agreement, the Services will exclude the day-to-day account management functions of each of the Councils under their respective RESAs.

6.4 Communications

The Lead Organisation will manage ongoing media and communications in relation to the Project and facilitate joint communications during the Term as set out in clauses 8.2.3(b) and 19.

6.5 Energy Management Opportunities

The Lead Organisation will collaborate with the Supplier on behalf of the Councils to identify and scope Energy Management Opportunities as described clause 20.

7. Relationship of the Parties

7.1 Relationship limited to pursuit of Services

The relationship of the Parties under this Agreement is limited to pursuing the Services for the purposes of delivering the Project and taking the benefit of the Services.

7.2 Appointment of agent

7.2.1 Each of the Councils appoints the Lead Organisation as its agent to undertake and deliver the Services on the terms of this Agreement and the Lead Organisation accepts the appointment.

7.2.2 The appointment:

- (a) commences on the Commencement Date; and
- (b) ceases on the:
 - (i) appointment of another Council as the Lead Organisation;
 - (ii) expiry or earlier termination of this Agreement; or
 - (iii) withdrawal by a Council from receipt of the Services under clause 17,whichever is sooner.

7.3 No partnership, trust etc

7.3.1 Nothing in this Agreement creates a partnership relationship between the Councils and a Council must not hold itself out as being a partner of another Council.

7.3.2 Except as specifically provided in this Agreement or by agreement in writing between the Councils, a Council is not, and must not hold itself out as being, a trustee or representative of any other Council.

7.4 No authority to do anything

Except as specifically authorised by this Agreement, the Contract Management Plan or by agreement in writing between the Councils, a Council has no authority to do anything on behalf of any other Council, including:

- 7.4.1 act for or represent the other Council;
- 7.4.2 assume any obligation or incur any liability on behalf of the other Council; or
- 7.4.3 in any way bind the other Council to anything.

7.5 Fiduciary duties

To the extent to which a Council owes a fiduciary duty to another Council or Councils arising out of or in relation to this Agreement, it may in the performance of that duty have primary regard to its own interests.

7.6 Separate accounting records

Each Council is separately responsible for its own accounting records required by law or for its own management purposes.

8. Lead Organisation

8.1 Appointment of Lead Organisation

- 8.1.1 Glen Eira has been nominated and appointed as the Lead Organisation by the Project Steering Committee, after consulting with the Councils that were Parties to the Participation Deed, from among those Councils.
- 8.1.2 Every two years, within 30 days of the anniversary of the Commencement Date in that year, the Project Steering Committee, after consulting with the Councils, from among the Councils that are Parties to this Agreement, will nominate and appoint or reappoint a Council as the Lead Organisation.
- 8.1.3 For the avoidance of doubt, any Council appointed as Lead Organisation remains entitled to exercise all of its rights and obligations as a Party to this Agreement.

8.2 Roles, functions and obligations of the Lead Organisation

- 8.2.1 The roles and functions of the Lead Organisation are to deliver the Services on behalf of the Councils and in accordance with:
 - (a) the LGA and any other applicable legislation;
 - (b) this Agreement;
 - (c) the Annual Budget as adopted and varied from time to time;
 - (d) the Contract Management Plan;
 - (e) the recommendations of the Project Steering Committee; and
 - (f) the Policies and Procedures of the Project Steering Committee or, where such Policies and Procedures do not exist, in accordance with the Policies and Procedures of the Lead Organisation.
- 8.2.2 To the extent of any inconsistencies, the Lead Organisation must, in delivering the Services, give precedence to the requirements of a document or requirement mentioned earlier in clause 8.2.1 over a document or requirement mentioned later in clause 8.2.1.
- 8.2.3 Without limitation to its other roles and functions, the Lead Organisation:
 - (a) will provide all resources and skills that it considers necessary to perform its functions and fulfil its obligations under this Agreement;

- (b) subject to clause 19.1, will be responsible for managing communications for the Project and the Services, including establishing and implementing a Communications Plan relating to the Project and the Services and overseeing all public statements made about the Project and the Services;
- (c) must maintain the Services Account, being a separate account or accounts in which funds contributed by the Councils for the delivery of the Project and the Services will be kept;
- (d) may spend the funds in the Services Account for the purpose of delivering the Services, in accordance with and subject to this Agreement, including but not limited to the Budget approved under clause 11.1.2;
- (e) may appoint contractors for the provision of expertise and services as it considers necessary for the delivery of the Services;
- (f) will manage KPIs as they relate to the Buyers Group as a whole; as set out in each Council's RESA
- (g) will, by its representative appointed to the Project Steering Committee, chair the Project Steering Committee in accordance with and subject to clause 9.1.3;
- (h) must report to the Project Steering Committee any conflicts of interest that may arise, other than as a result of being a Council for the purposes of this Agreement;
- (i) will prepare and provide to the Project Steering Committee, and direct the Project Steering Committee to prepare and provide, reports for the Councils from time to time, in accordance with clause 11.4;
- (j) must at all times when performing its functions and fulfilling its obligations under this Agreement act reasonably, honestly and in good faith and in accordance with the professional standards expected of an organisation in the position of the Lead Organisation;
- (k) will obtain and maintain such insurances as it deems necessary for the purposes of fulfilling its role under this Agreement; and
- (l) will require any contractors engaged in the fulfilment of its role under this Agreement and delivery of the Services to hold such insurances as it deems necessary.

8.3 Replacement of Lead Organisation

- 8.3.1 The Lead Organisation may resign as Lead Organisation by giving not less than 2 months' prior notice in writing to the Project Steering Committee.
- 8.3.2 If the Lead Organisation is one of the Councils requesting to terminate this Agreement under clause 21.3, it will be deemed to have given notice of its intention to resign as Lead Organisation under clause 8.3.1 on the date that notice of the requested termination is provided under clause 21.3.1.
- 8.3.3 The Project Steering Committee may by two-thirds agreement, and after consulting with the Councils, resolve to remove the Lead Organisation and appoint a different Council as the Lead Organisation:
 - (a) by giving the Lead Organisation 10 Business Days' written notice, if there is a material breach by the Lead Organisation of its obligations under this

Agreement that has not been remedied within 20 Business Days after it receives a notice from the Project Steering Committee requiring the breach to be remedied; or

- (b) immediately upon the Lead Organisation being given written notice, for conduct constituting gross negligence, fraud or wilful misconduct in performing any of its obligations under this Agreement or a Project Document.

8.3.4 If no new Lead Organisation can be identified, or there is a gap between the proposed resignation or removal date of the Lead Organisation and the commencement of the new Lead Organisation:

- (a) in the case of resignation under clause 8.3.1 or removal under clause 8.3.3(a), the Lead Organisation must continue in the role until the Project Steering Committee directs otherwise; and
- (b) in the case of removal under clause 8.3.3(b), the Project Steering Committee will select another Council to undertake the role on an interim basis until a new Lead Organisation is nominated under clause 8.1.

8.3.5 If the Lead Organisation resigns or is removed under this clause 8.3 (**Outgoing Lead Organisation**), it must do all things reasonably necessary to ensure the orderly transition of the role of Lead Organisation to the Council assuming the role of Lead Organisation (**Incoming Lead Organisation**), including:

- (a) the Outgoing Lead Organisation must provide the Incoming Lead Organisation with all information, records, documents and things in its possession relevant to the administration of the Project and delivery of the Services;
- (b) the Outgoing Lead Organisation must transfer to the Incoming Lead Organisation the balance of the Services Account; and
- (c) the Outgoing Lead Organisation must consult with the Project Steering Committee, the Incoming Lead Organisation and any relevant staff and contractors in relation to the orderly transition of the secondment, employment or contracts of the staff and other entities relevant to the Project and delivery of the Services from the Outgoing Lead Organisation to the Incoming Lead Organisation.

8.4 Transitional arrangements

8.4.1 If Glen Eira is, for any reason, unable to fulfil the role of Lead Organisation on the Commencement Date, Darebin will act as the Lead Organisation from the Commencement Date until Glen Eira can take over from it.

8.4.2 If Darebin acts as the Lead Organisation, Glen Eira will use all reasonable endeavours to take over from Darebin as the Lead Organisation as soon as practicable after the Commencement Date:

8.4.3 This Agreement will apply in its entirety and without modification to Darebin as if it is the Lead Organisation for the time that it acts as the Lead Organisation under this clause 8.4.

8.4.4 Darebin and Glen Eira will do all things reasonably necessary to ensure a smooth transition of the Lead Organisation's role under this Agreement when Glen Eira takes over from Darebin as the Lead Organisation.

- 8.4.5 This clause 8.4 applies only from the Commencement Date until Glen Eira takes over as the Lead Organisation and nothing in this clause 8.4 requires Darebin to act as Lead Organisation at any other time throughout the Term.

9. Project Steering Committee

9.1 Appointment of Project Steering Committee

- 9.1.1 If the Project Steering Committee appointed under the Participation Deed is continuing as at the Commencement Date, that committee will continue as the Project Steering Committee for the purposes of, and subject to, this Agreement.
- 9.1.2 The Project Steering Committee is to be comprised of:
- (a) a Council representative of, and chosen by, each of the following Victorian Greenhouse Alliance regions:
 - (i) Central Victorian Greenhouse Alliance;
 - (ii) Eastern Alliance for Greenhouse Action;
 - (iii) Goulburn Murray Climate Alliance;
 - (iv) Northern Alliance for Greenhouse Action; and
 - (v) Western Alliance for Greenhouse Action;
 - (b) a representative of the City of Greater Geelong, chosen by Chief Executive Officer of the City of Greater Geelong; and
 - (c) a representative of the Lead Organisation, chosen by the Chief Executive Officer of the Lead Organisation.
- 9.1.3 The representative of the Lead Organisation appointed under clause 9.1.2(c) is:
- (a) appointed as the Chair of the Project Steering Committee; and
 - (b) not entitled to a vote, except to exercise a casting vote where there is an equality of votes on a matter before the Project Steering Committee for decision.
- 9.1.4 All representatives will be:
- (a) members of Council staff; and
 - (b) chosen having regard to the skills and expertise desirable for the Project and delivery of the Services.

9.2 Role and operation of Project Steering Committee

- 9.2.1 The Project Steering Committee will have broad power and responsibility for the content and delivery of the Services and to perform its functions and achieve its purposes in accordance with this Agreement.
- 9.2.2 The Project Steering Committee is responsible for, among other things:

- (a) keeping the scope and delivery of the Services under review, and providing additional advice to the Councils on their content;
- (b) making decisions about and to enable the delivery of the Services;
- (c) advising the Lead Organisation on its functions;
- (d) seeking and referring expert advice as required, with approval of the Lead Organisation;
- (e) providing regular updates to the Councils about the delivery and content of the Services and facilitating the provision of feedback between the Councils and the Lead Organisation;
- (f) reviewing the appointment of the Lead Organisation every 2 years from the commencement date; and
- (g) such other functions as may be necessary for the administration of this Agreement and delivery of the Services as determined by the Project Steering Committee from time to time.

9.2.3 The Project Steering Committee will:

- (a) work in a co-operative manner with the common intention of delivering the Services in the interests of all Councils;
- (b) conduct its business in the manner agreed by the Project Steering Committee which will share information and communicate regarding the Services by email or telephone as well as in scheduled meetings; and
- (c) attend meetings at a place and time arranged by the Lead Organisation which will make reasonable efforts to circulate a meeting agenda a reasonable period prior to the meeting.

9.3 Project Steering Committee Charter

9.3.1 The Project Steering Committee Charter will be in the form of Schedule 3 to the Participation Deed and addresses matters relating to the Project Steering Committee's operations, including:

- (a) functions of the Project Steering Committee;
- (b) frequency of meetings of the Project Steering Committee;
- (c) procedures for meetings of the Project Steering Committee;
- (d) procedures for appointing and removing members of the Project Steering Committee;
- (e) the manner in which decisions of the Project Steering Committee will be made; and
- (f) procedures, if any, for establishing sub-committees.

9.3.2 If there is any inconsistency between the Project Steering Committee Charter and this Agreement, this Agreement will prevail to the extent of the inconsistency.

9.3.3 The Project Steering Committee must meet:

- (a) at least twice annually; and
 - (b) at such other times requested by any two or more members of the Project Steering Committee.
- 9.3.4 Subject to the Project Steering Committee Charter, the Project Steering Committee will determine its own process and procedure, consistent with the terms of this Agreement.
- 9.3.5 The Project Steering Committee may suggest amendments or changes to the Project Steering Committee Charter to the Lead Organisation for consideration and approval from time to time. A change or amendment to the Project Steering Committee Charter takes effect once notice that the change or amendment has been agreed by the Lead Organisation has been given in writing to the Project Steering Committee and the Councils.
- 9.3.6 The Chair must keep written records of all Project Steering Committee meetings, considerations and decisions.

9.4 Decisions of the Project Steering Committee

- 9.4.1 Despite anything to the contrary in this Agreement and the Project Steering Committee Charter, the Project Steering Committee will endeavour to make its decisions by consensus so as to achieve a decision of all representatives (other than any who choose to abstain in respect of a decision). Where a decision cannot be made by consensus, this Agreement and the Project Steering Committee Charter will be observed.
- 9.4.2 A written record of decisions made by the Project Steering Committee will be circulated to each Council upon request and where it does not conflict with confidentiality and probity requirements.

9.5 Conflict of interest

- 9.5.1 Members of the Project Steering Committee must use all reasonable endeavours to avoid any actual or potential conflict of interest or duty.
- 9.5.2 Where a member of the Project Steering Committee has an actual or potential conflict of interest or duty, the member will:
- (a) notify the Chair of the Project Steering Committee or, in the case of the Chair, notify the Deputy Chair of the Project Steering Committee; and
 - (b) not participate in discussion about the matter in respect of which the actual or potential conflict of interest or duty arises, or vote on it.

10. Obligations of the Councils

- 10.1 In addition to, and without limiting, the Councils' obligations elsewhere in this Agreement, each of the Councils undertakes to:
- 10.1.1 actively facilitate provision of the Services and do all other things reasonably necessary to enable the delivery of the Services.
 - 10.1.2 engage with the Lead Organisation and Project Steering Committee at the times and in the manner specified in, and in accordance with, this Agreement;

- 10.1.3 respond to requests from the Lead Organisation and Project Steering Committee promptly;
 - 10.1.4 abide by decisions of the Lead Organisation and recommendations of the Project Steering Committee made in accordance with this Agreement;
 - 10.1.5 be included in any media and communications in relation to the Project, purchase 1:1 LGCs per MWh of electricity used, so that they can accurately claim to purchase 100% renewable energy equal to the volume; and
 - 10.1.6 if it elects to have the Supplier transfer any or all of its Voluntary LGCs:
 - (a) advise the Lead Organisation 3 months in advance of the proposed transfer;
 - (b) pay to the Lead Organisation all costs associated with changes to any existing media and communications in relation to the Project caused by the proposed transfer; and
 - (c) remove from its website any and all material which identifies the Council as a Council which is participating in the Project.
- 10.2 The Councils acknowledge that each of them is responsible, at its own cost, for:
- 10.2.1 reviewing; and
 - 10.2.2 obtaining its own advice in respect of,
- the Services that will be provided to it under this Agreement, so as to be satisfied of their content before their delivery commences.

11. Documents, policies and procedures of the Project

11.1 Contract Management Plan

- 11.1.1 The Lead Organisation as at the Commencement Date will develop and submit to the Project Steering Committee a draft Contract Management Plan for the delivery of the Services and ongoing administration and maintenance of the Project, which will include, without limitation:
 - (a) the specific Services to be provided by the Lead Organisation to the Councils under this Agreement;
 - (b) any administrative or management services to be provided by the Lead Organisation to the Project Steering Committee that the Lead Organisation determines necessary;
 - (c) expected service levels to be achieved and maintained by the Lead Organisation; and
 - (d) resources to be applied by the Lead Organisation and the Councils to ensure the facilitation of the Contract Management Plan and the delivery of the Services over the life of the RESAs.
- 11.1.2 The Project Steering Committee will consider the Contract Management Plan submitted by the Lead Organisation under clause 11.1.1 and will notify the Lead Organisation in writing whether it approves it or requires amendments to it.

- 11.1.3 If the Project Steering Committee requires amendments to the Contract Management Plan:
- (a) the Project Steering Committee must specify the amendments required clearly and in writing; and
 - (b) the Lead Organisation must make the required amendments (unless the Lead Organisation, acting reasonably, considers any such amendments will, or are reasonably likely to, materially adversely affect the delivery of the Services) and must submit a revised Contract Management Plan to the Project Steering Committee within a reasonable time for reconsideration under clause 11.1.2 above.
- 11.1.4 If the Project Steering Committee does not then approve the revised Contract Management Plan, then it must set out any further amendments it requires in accordance with the process set out in clause 11.1.2 and that process will continue to be followed by the Project Steering Committee and the Lead Organisation until the Contract Management Plan is approved by the Project Steering Committee.
- 11.1.5 Once the Project Steering Committee approves the draft Contract Management Plan, it is the Contract Management Plan for the purposes of this Agreement.
- 11.1.6 The Project Steering Committee may direct the Lead Organisation to review and update the Contract Management Plan at such times as it determines in its absolute discretion, provided that no more than 3 such directions are given to the Lead Organisation in any 6-month period, unless the Lead Organisation agrees otherwise.

11.2 Budget

- 11.2.1 By 31 May each year, the Lead Organisation must prepare and provide a draft Budget for the continued delivery of the Services and the exercise of its functions under this Agreement for the following financial year to the Project Steering Committee for adoption.
- 11.2.2 The draft Budget must:
- (a) be consistent with this Agreement and the Contract Management Plan;
 - (b) address any matters requested by the Councils to be addressed in relation to the delivery of the Services or this Agreement;
 - (c) contain a detailed budget for the delivery of the Services during the relevant financial year, including the facilitation of the Contract Management Plan;
 - (d) contain detailed key performance indicators for the delivery of the Services; and
 - (e) identify the financial contributions, if any, to be required from each Council consistent with the proportions set out in Schedule 2 (the **Councils' Relative Interests**).
- 11.2.3 The Project Steering Committee must review and approve or decline to approve the draft Budget within 10 Business Days of receipt by notice in writing to the Lead Organisation.
- 11.2.4 If the Project Steering Committee declines to approve the draft Budget:

- (a) the Project Steering Committee must provide the Lead Organisation with written reasons for declining to approve the draft Budget;
 - (b) the Lead Organisation must reconsider the draft Budget and the Project Steering Committee's reasons for declining to approve it; and
 - (c) the Lead Organisation must resubmit a further draft Budget to the Project Steering Committee for its review and approval within 10 Business Days.
- 11.2.5 Once the Project Steering Committee approves the draft Budget, it is the Budget for the purposes of this Agreement.
- 11.2.6 If a Council does not approve of the draft Budget, it can withdraw from receipt of the Services under clause 17.

11.3 Policies and Procedures

- 11.3.1 The Project Steering Committee may from time to time adopt, vary or repeal Policies or Procedures for the delivery of the Services which are not inconsistent with this Agreement, the Contract Management Plan or Budget.
- 11.3.2 The Project Steering Committee may adopt relevant policies and procedures of the Lead Organisation to apply to the Services where appropriate.
- 11.3.3 Each Council (including the Lead Organisation) must comply with the Policies and Procedures of the Project Steering Committee.
- 11.3.4 In the event of any inconsistency between the Policies and Procedures of the Project Steering Committee and the policies and procedures of the Lead Organisation, the policies or procedures of the Lead Organisation will prevail to the extent of the inconsistency.

11.4 Reports to Councils

- 11.4.1 The Project Steering Committee must provide the Councils with written reports on the delivery of the Services at least annually, and at such other times as the Lead Organisation may direct from time to time, including:
- (a) a summary of the financial performance of the Lead Organisation's delivery of the Services as against the Budget to the date of the report;
 - (b) details of any significant departures from the Budget;
 - (c) projections of financial performance of the Lead Organisation's delivery of the Services as against the Budget from the date of the report to expiry of this Agreement or such other period determined by the Project Steering Committee from time to time;
 - (d) the extent to which the Services being delivered are consistent with the Services originally set out in the Contract Management Plan;
 - (e) any other potential issues in relation to the delivery of the Services which may have a significant positive or negative effect on their delivery; and
 - (f) other matters requested by the Lead Organisation from time to time.
- 11.4.2 In addition to the summary of financial performance to be provided under clause 11.4.1(a), the Lead Organisation will, on request by the Project Steering

Committee, provide a financial report of the transactions and financial status of the delivery of the Services which provides a true and fair view of it and is:

- (a) prepared in accordance with any reporting requirements of the Councils, including in accordance with the LGA; and
- (b) if requested by any 5 or more Councils, audited by a person qualified to audit financial reports of councils under the LGA.

12. Contributions to Costs and Indemnity

12.1 Contributions to Costs

- 12.1.1 It is expected that the cost to the Lead Organisation of delivering the Services will be entirely funded by the funds collected from the Councils under the Participation Deed and that no further contributions to costs will be required by the Council.
- 12.1.2 Each financial year, the Lead Organisation will issue a report to the Councils which:
 - (a) states the total estimated cost of providing the Services in the Budget adopted under clause 11.2; and
 - (b) states any other incidental or other costs arising in relation to this Agreement.
- 12.1.3 Notwithstanding clause 12.1.1, the Lead Organisation may, where it is necessary to continue with delivery of the Services, require the Councils to contribute funds in addition to the amounts already paid under the Participation Deed.
- 12.1.4 Additional amounts will be sought from the Councils in proportion to each Council's Relative Interest as specified in Schedule 2 by the Lead Organisation issuing an invoice.
- 12.1.5 Nothing in this Agreement will:
 - (a) oblige the Councils, either individually or collectively, to contribute to any costs incurred by the Lead Organisation; or
 - (b) permit the Lead Organisation to use the amounts contributed by the Councils for any purpose,

other than those purposes, and in those amounts, contained in the Budget approved under clause 11.2 or otherwise permitted by this Agreement.

12.2 Indemnity

- 12.2.1 Each Council (which is not the Lead Organisation) must indemnify and keep indemnified the Lead Organisation and its Councillors and staff on demand for an amount equal to the total cost to the Lead Organisation of any Loss or any Claim made against the Lead Organisation arising out of or in connection with the delivery of the Services, to the extent of and in proportion to each Council's Relative Interest, except that the Councils' obligation to indemnify the Lead Organisation under this clause 12.2 will not apply to:
 - (a) that portion of the Loss or Claim that is equal to the Lead Organisation's Relative Interest; and

- (b) the extent that the Loss or Claim is caused by any negligence or act of default of the Lead Organisation or its Councillors or staff.

12.2.2 Each Council (**Indemnifying Council**) must indemnify and keep indemnified each of the other Councils (**Other Councils**) and their Councillors and staff on demand for an amount equal to the total cost to the Other Councils, either individually or collectively, of any Loss or any Claim made against the Other Councils, either individually or collectively, arising out of or in connection with the Project that is caused by any negligence or act of default of the Indemnifying Council.

12.3 Operation of indemnity

12.3.1 Clause 12.2 is in addition to, and does not limit or exclude, any other rights or remedies that the Lead Organisation may have.

12.3.2 Clause 12.2 is a continuing obligation of each of the Councils, which is separate and independent from its other obligations. Clause 12.2 survives the termination, completion or expiration of this Agreement.

12.3.3 It is not necessary for the Lead Organisation to incur any expense or make any payment before enforcing a right under clause 12.2.

12.3.4 Where any Loss or any Claim arises from or relates to things done or omitted to be done:

- (a) by a Council under its RESA, clause 12.2 has no operation and that Council will not be entitled to be indemnified by the Lead Organisation or the Other Councils;
- (b) after that Council has withdrawn from receipt of the Services in accordance with this Agreement:
 - (i) that Council will not be obliged to indemnify the Lead Organisation in respect of that Loss or Claim; and
 - (ii) the Lead Organisation will not be obliged to indemnify that Council in respect of that Loss or Claim; or
- (c) before that Council has been agreed to receive the Services in accordance with this Agreement:
 - (i) that Council will not be obliged to indemnify the Lead Organisation in respect of that Loss or Claim; and
 - (ii) the Lead Organisation will not be obliged to indemnify that Council in respect of that Loss or Claim.

13. Intellectual Property

13.1 Background Intellectual Property

13.1.1 Each Council will contribute to delivery of the Services all Intellectual Property Rights:

- (a) owned by the Council; or

- (b) licensed for use by the Council (to the extent the Council is lawfully permitted to do so),

required for effective delivery of the Services (**Background IP**).

13.1.2 Each Council will contribute its Background IP:

- (a) by making any document, record, article or thing in which the Background IP is embodied available to the Lead Organisation and Project Steering Committee upon request; and
- (b) as an irrevocable, perpetual, royalty-free and non-exclusive license for the Lead Organisation, Project Steering Committee and each other Council to use the Background IP (including by doing any act comprised in the exclusive rights in the Background IP) for the purposes of effective delivery of the Services.

13.1.3 Each Council acknowledges and agrees that it gains no right, title or interest in the Background IP of another Council, other than as expressly provided for in this Agreement or a written Agreement between the relevant Councils.

13.2 Services IP

13.2.1 Any Intellectual Property Rights in, or in relation to, any document, article or thing created by:

- (a) the Lead Organisation, Project Steering Committee, a committee of the Project Steering Committee or a member of staff of the Lead Organisation; and
- (b) a Council expressly for the purpose of delivering the Services,

(**Services IP**) will vest in the Lead Organisation.

13.2.2 Each Council has an irrevocable, perpetual, royalty-free and non-exclusive license from the Lead Organisation and each other Council to use the Services IP (including by doing any act comprised in the exclusive rights in the Services IP) to receive the benefit of the Services and any RESA and any other agreement or arrangement entered into for the benefit of the Councils in connection with the delivery of the Services.

13.3 Protection of Services IP

13.3.1 The Project Steering Committee must take such steps as it reasonably considers necessary to protect the Services IP including:

- (a) seeking the registration of any Services IP which may be registered, where the Project Steering Committee considers registration is in the interests of effective delivery of the Services; and
- (b) through the Lead Organisation, taking such steps, including commencing legal proceedings, to enforce the Services IP as the Project Steering Committee considers reasonably necessary and appropriate.

13.3.2 Each Council must do such things as requested by the Project Steering Committee, including authorising the use of its name in any application for registration or for any legal proceedings, as requested by the Project Steering Committee.

14. Confidential Information

14.1 Duty not to disclose or misuse Confidential Information

14.1.1 Each Council may disclose Confidential Information only:

- (a) for the purposes of performing its obligations under this Agreement;
- (b) as required by law; or
- (c) as permitted or required in writing by the other Councils.

14.1.2 The Councils may only use Confidential Information to perform their obligations under this Agreement.

14.2 Preservation of Confidential Information

Each Council must take whatever measures are reasonably necessary to prevent the disclosure or misuse of Confidential Information, including:

- 14.2.1 complying with all security measures established to safeguard Confidential Information from unauthorised access or use; and
- 14.2.2 keeping Confidential Information under the Council's control.

14.3 Return or destruction of Confidential Information

A Council must immediately on the expiry or earlier termination of this Agreement or on another Council's written request at any other time, and subject to any obligations imposed by legislation:

- 14.3.1 return to the other Council Confidential Information provided to or obtained or accessed by the Council under this Agreement; or
- 14.3.2 destroy Confidential Information so that it is incapable of being revived; and
- 14.3.3 if requested by the other Council, provide a statutory declaration to the other Council that all Confidential Information has been returned or destroyed in accordance with this clause.

14.4 Confidentiality of Agreement

14.4.1 The Councils agree that the terms of this Agreement are confidential and may not be disclosed to any other person except:

- (a) with the prior written consent of the other Councils;
- (b) to the Councils' financial or legal advisers for the purposes of obtaining professional advice or assistance;
- (c) for the purpose of enforcing or otherwise giving effect to the terms of this Agreement; or
- (d) if required by law.

14.4.2 The Councils agree that no media release or public statement will be made in connection with this Agreement, without the prior written consent of the Lead

Organisation, which will be provided after consultation with the Project Steering Committee.

15. Review of Operations

- 15.1 The Project Steering Committee may of its own motion, and must if required by any Council, conduct a review of the delivery of the Services and prepare a report of the findings and outcomes of that review.
- 15.2 Any Council may request an independent review be conducted of the delivery of the Services by an appropriately qualified person. The Lead Organisation and the Project Steering Committee must co-operate with and provide any information reasonably requested by the person conducting the independent review.

16. Dispute Avoidance and Dispute Resolution

16.1 Dispute Avoidance

- 16.1.1 The Councils each acknowledge and agree that the time and cost of any disputes between them in relation to the delivery of the Services may affect the delivery of the Services to all Councils.
- 16.1.2 Therefore, each Council agrees that, if it becomes aware of any fact, matter or circumstance which may result in a Dispute arising under clause 16.2 with another Council (including the Lead Organisation) or the Project Steering Committee, it will notify the Project Steering Committee of the facts, matters and/or circumstances which may give rise to the Dispute as soon as possible after becoming aware of them.
- 16.1.3 Each Council (including the Lead Organisation) and the Project Steering Committee must promptly consider any notice given under clause 16.1.2 in good faith in an attempt to prevent any Dispute arising from those facts, matters or circumstances.
- 16.1.4 Nothing in clause 16.1.3 requires a Council to act other than in its reasonable determination of its own best interests, but each Council must consider the benefits of avoiding the cost, time and disruption of a dispute when determining its best interests.

16.2 Interpretation of clause 16

In the remainder of this clause 16, unless the context requires otherwise, a reference to:

- 16.2.1 'a Council' or 'Councils' is a reference to the Council or Councils party to a Dispute; and
- 16.2.2 'other Councils' is a reference to the Councils which are Parties to this Agreement but are not parties to the Dispute.

16.3 Dispute Resolution

Any dispute between Councils which arises out of or in connection with the delivery of the Services or otherwise this Agreement (**Dispute**) must be resolved under this clause 16.3.

16.3.1 Notice of Dispute

If a Council wishes to have a Dispute resolved or determined, it must give a written notice (**Notice of Dispute**) to the:

- (a) other Council or Councils involved in the Dispute; and
- (b) the Project Steering Committee.

The Notice of Dispute must state that it is a notice under clause 16.3.1 and must specify in reasonable detail:

- (c) the legal basis for and detailed particulars of the Dispute;
- (d) the facts relied on; and
- (e) the relief or outcome sought.

The Project Steering Committee may, in its absolute discretion, notify the other Councils of the Dispute, in such manner and containing such information as it determines appropriate, but otherwise has no role in managing or resolving the Dispute.

16.3.2 **Negotiation by CEOs**

Within 5 Business Days after a Notice of Dispute is given (or a longer period agreed by the Councils in writing), the Councils involved in the Dispute must ensure that the Chief Executive Officers of each meet, undertake good faith negotiations and use their reasonable endeavours to resolve the Dispute.

16.3.3 **Submission to expert determination**

If a Dispute is not resolved within the period referred to in clause 16.3.2, a Council may give a written notice to the other Council or Councils involved in the Dispute to refer the Dispute for expert determination (**Notice of Referral**).

16.3.4 **Appointment of expert**

- (a) Only an Expert (as defined in clause 16.3.4(b)) may conduct an expert determination under clause 16.3.3.
- (b) An **Expert** is a person:
 - (i) agreed between the Councils; or
 - (ii) appointed by Local Government Victoria at the request of a Council, if:
 - (A) the Councils are unable to agree on a person under clause 16.3.4(b)(i); or
 - (B) the person referred to in clause 16.3.4(b)(i) is unavailable or does not enter into an engagement agreement within 10 Business Days after the date the Notice of Referral is given.
- (c) The Councils must promptly enter into an engagement agreement with the Expert on terms reasonably required by the Expert.

16.3.5 Not an arbitration

An agreement for expert determination under this Agreement is not an arbitration agreement under the *Commercial Arbitration Act 2011 (Vic)*.

16.3.6 Procedure for determination

The Councils agree that the Expert must:

- (a) act as an expert and not as an arbitrator;
- (b) act fairly, impartially and independently of each Council;
- (c) apply the Expert's own knowledge and expertise;
- (d) determine and notify the Councils of the procedure for conducting the expert determination as the Expert thinks fit, and is not bound by the rules of evidence;
- (e) make any directions for conducting the expert determination as the Expert thinks fit;
- (f) conduct investigations and enquiries, examine documents and interview persons to the extent the Expert considers necessary or desirable to resolve the Dispute;
- (g) determine the Dispute as expeditiously as possible; and
- (h) give the Councils a written determination with reasons, within 20 Business Days after the date of the engagement agreement referred to in clause 16.3.4(c), or any later date the Councils may agree in writing.

16.3.7 Legal representation

Each Council is entitled to legal representation during the expert determination.

16.3.8 Disclosure of conflict

- (a) The Expert must use all reasonable endeavours to avoid any actual or potential:
 - (i) conflict of interest or duty; or
 - (ii) circumstance that may reasonably be considered to adversely affect the Expert's impartiality or independence.
- (b) The Expert must immediately give the Councils written notice if the Expert becomes aware of the existence of anything described in clause 16.3.8(a).
- (c) The appointment of the Expert terminates immediately after the Expert gives a notice under clause 16.3.8(b).

16.3.9 Expert's determination

To the extent permitted by law, the Expert's determination is final and binding on the Councils unless:

- (a) there is any fraud; or

- (b) there is a material miscalculation of figures or a material mistake in the description of any person, thing or matter.

16.3.10 **Correction**

Any Council may make a written request to the Expert to correct the determination for:

- (a) a minor mistake arising from an accident or omission; or
- (b) a defect in form.

16.3.11 **Cooperation**

Each Council must:

- (a) cooperate in good faith with the Expert and the other Councils involved in the dispute in the conduct of the expert determination; and
- (b) use reasonable endeavours to comply with all requests and directions reasonably given by the Expert.

16.3.12 **Costs**

The Councils must bear their own costs in connection with the expert determination, including the costs of the Expert, which will be divided evenly between the Councils.

16.3.13 **Subsequent proceedings**

A Council must not appoint the Expert as arbitrator, advocate or adviser in any arbitral, judicial or adjudication proceedings relating to the Dispute or any part of it, except with the written consent of the other Council or Councils involved in the Dispute.

16.4 **Urgent relief**

Nothing in clause 16.2 prejudices the right of a Council to seek urgent injunctive or declaratory relief for any matter in connection with this Agreement.

16.5 **Confidentiality**

16.5.1 Subject to clause 16.5.2, the Councils must, and must ensure that the Expert must, keep confidential, and not disclose to any other person:

- (a) all proceedings and submissions relating to an expert determination under clause 16.2, including the fact that any step in the expert determination is occurring; and
- (b) all documents and any other information (in any form) relating to the expert determination, including the Expert's determination.

16.5.2 A Council may disclose confidential information referred to in clause 16.5.1:

- (a) if that Council obtains the prior written consent of the other Council or Councils involved in the Dispute;
- (b) as required by law; or

- (c) to the extent necessary to give effect to or to enforce a determination.

16.5.3 Despite anything in this Agreement to the contrary:

- (a) notice of the Expert's determination will be provided to the Project Steering Committee; and
- (b) where the Project Steering Committee has notified the other Councils of the Dispute under clause 16.3.1, it may also, in its absolute discretion, notify the other Councils of the resolution of the Dispute, but not provide details of the Expert's determination.

16.6 Continuing obligations

Despite the existence of a Dispute or its referral to expert determination, each Council must continue to perform their obligations under this Agreement.

16.7 Survival

Clause 16 survives the termination or expiry of this Agreement.

17. Cessation of the Services

17.1 A Council may, in accordance with this clause 17, decide to cease receipt of the Services and withdraw from this Agreement by providing 3 months' written notice to the Lead Organisation.

17.2 Where a Council ceases receipt of the Services and withdraws from this Agreement, the Lead Organisation will:

17.2.1 notify the remaining Councils; and

17.2.2 in consultation with the Project Steering Committee, determine whether fees paid by the remaining Councils for delivery of the Services need to be altered upon cessation of Services to the withdrawing Council.

17.3 For the avoidance of doubt, a withdrawing Council will not be entitled to a refund of any amounts paid for Services not yet received by that Council.

17.4 Where a Council ceases receipt of the Services and withdraws from this Agreement, under this clause 17 or otherwise, the Lead Organisation will:

17.4.1 vary the Relative Interest of each remaining Council:

- (a) to maintain a total of 100%; and
- (b) in a manner that is proportionate to each remaining Council's existing Relative Interest; and

17.4.2 issue to each remaining Council a revised Schedule 1 and Schedule 2 which will be taken to form part of this Agreement and replace all previous versions of Schedule 1 and Schedule 2 from the date of issue.

18. Admission to Services

- 18.1 A Council not already a party to this Agreement may, in accordance with this clause 18, be admitted to receipt of the Services and this Agreement.
- 18.2 To be admitted to receipt of the Services and this Agreement, a Council (the **Additional Council**) must provide written notice to the Lead Organisation of its desire to be admitted to receipt of the Services and this Agreement:
- 18.2.1 specifying the date from which the Additional Council intends to be admitted to receipt of the Services and this Agreement; and
- 18.2.2 confirming its willingness to be bound by the terms of this Agreement.
- 18.3 The Lead Organisation may admit an Additional Council to this Agreement and receipt of the Services at its discretion, if the Lead Organisation is reasonably satisfied that the admission of the Additional Council will not adversely affect delivery of the Services or the other Councils.
- 18.4 If the admission of the new Council may adversely affect delivery of the Services or the other Councils, the Lead Organisation will, within:
- 18.4.1 5 Business Days of receipt of the notice given under clause 18.2, provide it to the Project Steering Committee; and
- 18.4.2 10 Business Days of receipt of the notice given under clause 18.2, in consultation with the Project Steering Committee, determine whether the Additional Council will be admitted.
- 18.5 Within 15 Business Days of admitting an Additional Council under clause 18.3, or receipt of the notice given under clause 18.2, the Lead Organisation will notify the Additional Council and the Councils of its determination.
- 18.6 Where an Additional Council is admitted to receipt of the Services and this Agreement under this clause 18:
- 18.6.1 the Lead Organisation will:
- (a) provide the Additional Council with an invoice in the amount of the Additional Council's contribution to the costs of the Services;
- (b) on receipt of payment from the Additional Council, vary the Relative Interest of each Council:
- (i) to maintain a total of 100%; and
- (ii) in proportions calculated by reference to the Points ; and
- (c) issue to each Council a revised Schedule 1 and Schedule 2 which will be taken to form part of this Agreement and replace all previous versions of Schedule 1 and Schedule 2 from the date of issue; and
- 18.6.2 the Additional Council will:
- (a) before being admitted to receipt of the Services and this Agreement, satisfy the terms provided by the Lead Organisation for admission;

- (b) pay the Lead Organisation its reasonable costs incurred in facilitating the admission of the Additional Council to receipt of the Services and this Agreement;
- (c) sign any agreement provided by the Lead Organisation binding it to the terms of this Agreement;
- (d) pay its contribution to the costs of the Services by the date specified in the invoice sent under clause 18.6.1(a); and
- (e) be taken to have been admitted to receipt of the Services and this Agreement on and from the date that payment of the invoice sent under clause 18.6.1(a) is received by the Lead Organisation.

18.7 The amount payable by, and Points assigned to, an Additional Council on admission to the Project will be the amount specified in Schedule 3 or such other amount determined by the Project Steering Committee from time to time, acting reasonably.

19. Media and communications

19.1 Initial media and communications

19.1.1 Notwithstanding anything to the contrary in this Agreement, the Parties appoint Darebin to lead media and communications relating to the Project, the Services and this Agreement for the first twelve (12) months after the Commencement Date.

19.1.2 For the avoidance of doubt, for the duration of the appointment under clause 19.1.1:

- (a) Darebin may itself, or collaborate with third parties to, publicly advertise the existence of, and benefits associated with, this Agreement, the Participation Deed, the Project and the Services without obtaining the prior written consent of the Lead Organisation, the Project Steering Committee or any or all of the Councils; and
- (b) the Lead Organisation and the other Councils may not undertake any media or public communications regarding this Agreement, the Participation Deed, the Project or the Services without the prior written consent of Darebin.

19.1.3 Darebin is entitled to be reimbursed by the Lead Organisation for the reasonable costs incurred by Darebin in connection with its appointment and activities under this clause 19.

19.2 Ongoing media and communications

19.2.1 Darebin's appointment under clause 19.1 may be extended by the Project Steering Committee, in consultation with the Councils and with the written agreement of Darebin, providing written notice of its extension and its length no less than one month before the expiry of the term specified in clause 19.1.1.

19.2.2 Following the expiry of Darebin's appointment under clause 19.1.1, and any extended term under clause 19.2.1, the Lead Organisation will resume responsibility for leading media and communications relating to the Project, the Services and this Agreement, in consultation with the Project Steering Committee.

- 19.2.3 The Councils will use the key messages, branding and other elements of the Communications Plan when undertaking their own media and communications relating to the Project.
- 19.2.4 The Communications Plan will be periodically reviewed and updated in consultation with the Project Steering Committee.

19.3 Media and communications by the Councils

- 19.3.1 Nothing in this clause 19 is intended to prevent any of the Councils from engaging in their own media and communications relating to the Project, provided always that the media and communications are conducted in accordance with this Agreement and the Communications Plan.
- 19.3.2 Darebin and, following the expiry of Darebin's appointment under clause 19.1.1, and any extended term under clause 19.2.1, the Lead Organisation will ensure that the Communications Plan, as amended from time to time, will be made available to all Councils for the purposes of their communications.

20. Energy Management Opportunities

- 20.1 The Councils consent to the Supplier sharing their electricity consumption and account data with the Lead Organisation, or third parties engaged by the Lead Organisation, for the purposes of identifying and scoping Energy Management Opportunities.
- 20.2 The Councils agree to work collaboratively with the Supplier and the Lead Organisation to facilitate the identification and scoping of Energy Management Opportunities.
- 20.3 The Councils are not obliged to participate in any Energy Management Opportunities identified under this clause 20 if and when they are offered and may choose to do so entirely at their own discretion.

21. Termination

21.1 Termination by Expiry

Unless extended by the Councils under clause 4.2, this Agreement terminates at the end of the Initial Term.

21.2 Termination by Agreement

The Councils may, by written agreement between them, terminate this Agreement at any time or as specified in the written agreement.

21.3 Termination by Request

- 21.3.1 A group of 25 Councils (the **Terminating Councils**) may request that this Agreement be terminated by notice in writing to the other Councils (the **Other Councils**).
- 21.3.2 Unless agreed by all Councils to the contrary:
- (a) this Agreement will terminate 2 months after the date the notice under clause 21.3.1 is received by each other Council;

- (b) the Terminating Councils remain liable in proportion to their respective Relative Interests for the costs incurred by the Lead Organisation and each Council in terminating or arising out of the termination of this Agreement as determined by the Project Steering Committee or, in the case of any dispute, under clause 16.3.3; and
- (c) if the Other Councils give the Terminating Councils notice that they have agreed to continue with receipt of the Services (together or with other councils or parties), the Terminating Councils must do all things reasonably necessary or requested by the Other Councils to enable the orderly transition to the new arrangements.

21.4 Termination due to non-viability of the Services

Where the Lead Organisation determines, under clause 17.2.2, that delivery of the Services ceases to be viable upon withdrawal of a Council, this Agreement will be terminated.

21.5 Consequences of termination

21.5.1 Upon expiry or termination of this Agreement for any reason:

- (a) the Project and delivery of the Services are taken to have been terminated;
- (b) each RESA between a Council and a Supplier continues unaffected by the termination of this Agreement, the Project and delivery of the Services;
- (c) the Councils must take all steps reasonably necessary to promptly pay all costs and liabilities of the Lead Organisation as may remain outstanding from its functions in connection with the Project and delivery of the Services; and
- (d) once all the costs and liabilities of the Lead Organisation have been paid or satisfied, the Lead Organisation must transfer the balance of funds remaining in the Services Account to the Councils in proportion to their Relative Interest.

21.5.2 Clauses 21.5.1(c) and 21.5.1(d) are continuing obligations and survive the termination, completion or expiration of this Agreement.

21.5.3 Nothing in clauses 21.5.1(c) and 21.5.1(d) obliges a Council to pay to the Lead Organisation costs and liabilities that have not been incurred in accordance with the Budget approved under clause 11.2 or otherwise in accordance with this Agreement.

22. GST

22.1 Definitions

In this clause:

- 22.1.1 words and expressions that are not defined in this Agreement but which have a defined meaning in the GST Law have the same meaning as in the GST Law;
- 22.1.2 **GST** means GST within the meaning of the GST Law and includes penalties and interest; and

22.1.3 **GST Law** has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

22.2 GST exclusive

Except as otherwise provided in this Agreement, all consideration payable under this Agreement in relation to any supply is exclusive of GST.

22.3 Increase in consideration

If GST is payable in respect of any supply made by a supplier under this Agreement (**GST Amount**), the recipient must pay to the supplier an amount equal to the GST payable on the supply. Subject to clause 22.4, the recipient must pay the GST Amount at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement in full and without deduction, set off, withholding or counterclaim (unless otherwise provided in this Agreement).

22.4 Tax invoice

The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST Amount under clause 22.3.

22.5 Reimbursements

If this Agreement requires a Council to pay, reimburse or contribute to any expense, loss or outgoing suffered or incurred by another Council, the amount which the first Council must pay, reimburse or contribute is the sum of:

22.5.1 the amount of the payment, reimbursement or contribution, less any input tax credit in respect of the payment, reimbursement or contribution to which the other Council is entitled; and

22.5.2 if the payment, reimbursement or contribution is subject to GST, an amount equal to that GST.

22.6 Adjustment events

If an adjustment event occurs in relation to a taxable supply under this Agreement:

22.6.1 the supplier must issue an adjustment note to the recipient within 7 days after becoming aware of the adjustment; and

22.6.2 any payment necessary to give effect to that adjustment must be made within 7 days after the date of receipt of the adjustment note.

23. Notices

23.1 Delivery of notice

23.1.1 A notice or other communication given to a Council under this Agreement must be in writing and in English, and must be delivered to the Council by:

- (a) delivering it personally to the Council;
- (b) leaving it at the Council's address set out in the notice details;

- (c) posting it by prepaid post to the Council at the Council's address set out in the notice details; or
- (d) sending it by email to the Council at the Council's email address set out in the notice details.

23.1.2 If the person to be served is a company, the notice or other communication may be served at the company's registered office.

23.2 Notice details

23.2.1 The notice details of each Council are set out in Schedule 1 of this Agreement under the heading 'Parties' (or as notified by a Council to the other Parties according to this clause).

23.2.2 Any Council may change its notice details by giving notice to the other Councils.

23.3 Time of service

23.3.1 A notice or other communication is taken to be delivered:

- (a) if delivered personally or left at the person's address, upon delivery;
- (b) if posted within Australia to an Australian address:
 - (i) using express post, 2 Business Days after posting; and
 - (ii) using any other prepaid post, 6 Business Days after posting; and
- (c) if sent by email, at the time the email containing the notice left the sender's email system, unless the sender receives notification that the email containing the notice was not received by the recipient.

23.3.2 Despite clause 23.3.1, a notice or other communication which is received after 5.00pm or on a non-business day (each in the place of receipt), is taken to be delivered at 9.00am on the next business day in the place of receipt.

24. Governing law

This Agreement is governed by the law applying in Victoria and the Parties submit to the exclusive jurisdiction of the courts of Victoria.

25. Interpretation

25.1 Words and headings

In this Agreement, unless expressed to the contrary:

- 25.1.1 words denoting the singular include the plural and vice versa;
- 25.1.2 the word 'includes' in any form is not a word of limitation;
- 25.1.3 where a word or phrase is defined, another part of speech or grammatical form of that word or phrase has a corresponding meaning;

- 25.1.4 headings and sub-headings are for ease of reference only and do not affect the interpretation of this Agreement; and
- 25.1.5 no rule of construction applies to the disadvantage of the Party preparing this Agreement on the basis that it prepared or put forward this Agreement or any part of it.

25.2 Specific references

In this Agreement, unless expressed to the contrary, a reference to:

- 25.2.1 a gender includes all other genders;
- 25.2.2 any legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced and includes any subordinate legislation issued under it;
- 25.2.3 any document (such as a deed, agreement or other document) is to that document (or, if required by the context, to a part of it) as amended, novated, substituted or supplemented at any time;
- 25.2.4 writing includes writing in digital form;
- 25.2.5 'this Agreement' is to this Agreement as amended from time to time;
- 25.2.6 'A\$', '\$', 'AUD' or 'dollars' is a reference to Australian dollars;
- 25.2.7 a clause, schedule or attachment is a reference to a clause, schedule or attachment in or to this Agreement;
- 25.2.8 any property or assets of a person includes the legal and beneficial interest of that person of those assets or property, whether as owner, lessee or lessor, licensee or licensor, trustee or beneficiary or otherwise;
- 25.2.9 a person includes a firm, partnership, joint venture, association, corporation or other body corporate;
- 25.2.10 a person includes the legal personal representatives, successors and permitted assigns of that person, and in the case of a trustee, includes any substituted or additional trustee; and
- 25.2.11 any body (**Original Body**) which no longer exists or has been reconstituted, renamed, replaced or whose powers or functions have been removed or transferred to another body or agency, is a reference to the body which most closely serves the purposes or objects of the Original Body.

26. General

26.1 Variation

This Agreement may only be varied by a document executed by the Parties.

26.2 Counterparts

This Agreement may be executed in counterparts, all of which taken together constitute one document.

26.3 Entire agreement and no reliance

26.3.1 This Agreement:

- (a) constitutes the entire agreement between the Parties about the Services;
and
- (b) supersedes and cancels any contract, deed, arrangement, related condition, collateral arrangement, condition, warranty, indemnity or representation relating to the Project that was imposed, given or made by a Council (or an agent of a Council) prior to entering into this Agreement, except to the extent provided by this Agreement.

26.3.2 Each Council acknowledges that in entering into this Agreement it has not relied on any representations made by any other Council (or its agents or employees) other than matters expressly set out in this Agreement.

26.4 Liability

If a Party consists of 2 or more people or entities, an obligation of that Party binds each of them jointly and severally.

26.5 Severability

26.5.1 Any provision of this Agreement that is held to be illegal, invalid, void, voidable or unenforceable must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable.

26.5.2 If it is not possible to read down a provision as required by this clause, part or all of the clause of this Agreement that is unlawful or unenforceable will be severed from this Agreement and the remaining provisions continue in force.

26.6 Waiver

The failure of a Party at any time to insist on performance of any provision of this Agreement is not a waiver of the Party's right at any later time to insist on performance of that or any other provision of this Agreement.

26.7 Further assurance

Each Party must promptly execute and deliver all documents and take all other action necessary or desirable to effect, perfect or complete the transactions contemplated by this Agreement.

26.8 Survival and enforcement of indemnities

26.8.1 Each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the Parties and survives termination of this Agreement.

26.8.2 It is not necessary for a Party to incur expense or make payment before enforcing a right of indemnity conferred by this Agreement.

26.9 No merger

The warranties, undertakings, agreements and continuing obligations in this Agreement do not merge on completion of the transactions contemplated by this Agreement.

26.10 Business Day

If a payment or other act is required by this Agreement to be made or done on a day which is not a Business Day, the payment or act must be made or done on the next following Business Day.

Schedule 1 Party details

Name	Darebin City Council ABN 75 815 980 522
Address	having its Municipal Office at 274 Gower Street, Preston, Victoria 3072
Email	Hugh.Butcher@darebin.vic.gov.au
Contact	Hugh Butcher
Short name	Darebin

Name	Alpine Shire Council ABN 14 821 390 281
Address	2-6 Churchill Avenue, Bright, Victoria 3741
Email	NathalieC@alpineshire.vic.gov.au
Contact	Nathalie Cooke
Short name	Alpine

Name	Ararat Rural City Council ABN 92 492 188 087
Address	59 Vincent Street, Ararat, Victoria 3377
Email	rrodger@ararat.vic.gov.au
Contact	Rebecca Rodger
Short name	Ararat

Name	Ballarat City Council ABN 37 601 599 422
Address	25 Armstrong Street South, Ballarat, Victoria 3350
Email	quentongay@ballarat.vic.gov.au
Contact	Quenton Gay
Short name	Ballarat

Name	Banyule City Council ABN 16 456 814 549
Address	1 Flintoff Street, Greensborough, Victoria 3088
Email	robert.powell@banyule.vic.gov.au
Contact	Robert Powell
Short name	Banyule

Name	Bass Coast Shire Council ABN 81 071 510 240
Address	76 McBride Avenue, Wonthaggi, Victoria 3995
Email	benita.russell@basscoast.vic.gov.au
Contact	Benita Russell
Short name	Bass Coast

Name | **Borough of Queenscliffe ABN 47 294 157 406**
Address | 50 Learmonth Street, Queenscliff, Victoria, 3225
Email | stuart.hansen@queenscliffe.vic.gov.au
Contact | Stuart Hansen
Short name | **Queenscliffe**

Name | **Brimbank City Council ABN 35 915 117 478**
Address | 301 Hampshire Road, Sunshine, Victoria 3020
Email | matta@brimbank.vic.gov.au
Contact | Matt Aquilina
Short name | **Brimbank**

Name | **Buloke Shire Council ABN 89 293 793 980**
Address | 367 Broadway, Wycheproof, Victoria 3527
Email | aarkoudis@buloke.vic.gov.au
Contact | Anna Arkoudis
Short name | **Buloke**

Name | **Cardinia Shire Council ABN 32 210 906 807**
Address | 20 Siding Avenue, Officer, Victoria 3809
Email | BMunckton@cardinia.vic.gov.au
Contact | Brett Munckton
Short name | **Cardinia**

Name | **Campaspe Shire Council ABN 23 604 881 620**
Address | Corner Hare and Heygarth Streets, Echuca, Victoria 3564
Email | g.riddington@campaspe.vic.gov.au
Contact | Georgina Riddington
Short name | **Campaspe**

Name | **Central Goldfields Shire Council ABN 82 120 379 784**
Address | 12-22 Nolan Street, Maryborough, Victoria 3465
Email | GraemeG@cgoldshire.vic.gov.au
Contact | Graeme Gilmore
Short name | **Central Goldfields**

Name | **East Gippsland Shire Council ABN 81 957 967 765**
Address | 273 Main Street, Bairnsdale. Victoria 3875

Email	WayneBu@egipps.vic.gov.au
Contact	Wayne Burton
Short name	East Gippsland
Name	Glen Eira City Council ABN 65 952 882 314
Address	Corner Glen Eira & Hawthorn Roads, Caulfield South, Victoria 3162
Email	KLecerf@gleneira.vic.gov.au
Contact	Kim Le Cerf
Short name	Glen Eira
Name	Golden Plains Shire Council ABN 86 998 570 296
Address	2 Pope Street, Bannockburn, Victoria 3331
Email	david.collins@gplains.vic.gov.au
Contact	David Collins
Short name	Golden Plains
Name	Greater Bendigo City Council ABN 74 149 638 164
Address	195 Lyttleton Terrace, Bendigo, Victoria 3550
Email	g.painter@bendigo.vic.gov.au
Contact	Greg Painter
Short name	Greater Bendigo
Name	Greater Dandenong City Council ABN 41 205 538 060
Address	225 Lonsdale Street, Dandenong, Victoria 3175
Email	Gerard.Vellin@cgd.vic.gov.au
Contact	Gerard Vellin
Short name	Greater Dandenong
Name	Greater Geelong City Council ABN 18 374 210 672
Address	30 Gheringhap Street, Geelong, Victoria 3220
Email	ptaylor@geelongcity.vic.gov.au
Contact	Paul Taylor
Short name	Greater Geelong
Name	Greater Shepparton City Council ABN 59 835 329 843
Address	90 Welsford Street, Shepparton, Victoria 3630
Email	sharon.terry@shepparton.vic.gov.au
Contact	Sharon Terry
Short name	Greater Shepparton

Name	Hepburn Shire Council ABN 76845763535
Address	76 Vincent Street, Daylesford, Victoria 3460
Email	priordan@hepburn.vic.gov.au
Contact	Paul Riordan
Short name	Hepburn
Name	Horsham Rural City Council ABN 37 019 724 765
Address	18 Roberts Avenue, Horsham, Victoria 3402
Email	Andy.Van@hrcc.vic.gov.au
Contact	Andy Van
Short name	Horsham
Name	Indigo Shire Council ABN 76 887 704 310
Address	2 Kurrajong Way, Beechworth, Victoria 3747
Email	ian.ellett@indigoshire.vic.gov.au
Contact	Ian Ellett
Short name	Indigo
Name	Loddon Shire Council ABN 90 925 450 534
Address	41 High Street, Wedderburn, Victoria 3518
Email	dsouthcombe@loddon.vic.gov.au
Contact	David Southcombe
Short name	Loddon
Name	Macedon Ranges Shire Council ABN 42 686 389 537
Address	129 Mollison Street, Kyneton, Victoria 3444
Email	spredebon@mrsc.vic.gov.au
Contact	Silvana Predebon
Short name	Macedon Ranges
Name	Manningham City Council ABN 61 498 471 081
Address	699 Doncaster Road, Doncaster, Victoria 3108
Email	clayton.simpson@manningham.vic.gov.au
Contact	Clayton Simpson
Short name	Manningham
Name	Maribyrnong City Council ABN 86 517 839 961
Address	Corner Hyde and Napier Streets, Footscray, Victoria 3011
Email	Sue.phillips@maribyrnong.vic.gov.au

Contact	Sue Phillips
Short name	Maribyrnong
Name	Maroondah City Council ABN 98 606 522 719
Address	Realm, 179 Maroondah Highway, Ringwood
Email	tony.rocca@maroondah.vic.gov.au
Contact	Tony Rocca
Short name	Maroondah
Name	Melton City Council ABN 22 862 073 889
Address	232 High Street, Melton, Victoria 3337
Email	Kelliem@melton.vic.gov.au
Contact	Kellie Mills
Short name	Melton
Name	Mildura Rural City Council ABN 42 498 937 037
Address	108 Madden Avenue, Mildura, Victoria 3502
Email	jay.smith@mildura.vic.gov.au
Contact	Jay Smith
Short name	Mildura
Name	Moira Shire Council ABN 20 538 141 700
Address	44 Station Street, Cobram, Victoria 3643
Email	jsteinfort@moira.vic.gov.au
Contact	James Steinfort
Short name	Moira
Name	Monash City Council ABN 23 118 071 457
Address	293 Springvale Rd, Glen Waverley, Victoria 3150
Email	Trish.McGee@monash.vic.gov.au
Contact	Trish McGee
Short name	Monash
Name	Moonee Valley City Council ABN 54 651 216 324
Address	9 Kellaway Avenue, Moonee Ponds, Victoria 3039
Email	swigley@mvcc.vic.gov.au
Contact	Sarah Wigley
Short name	Moonee Valley
Name	Mount Alexander Shire Council ABN 12 966 477 062

Address | 25 Lyttleton Street, Castlemaine, Victoria 3450
Email | j.newcombe@mountalexander.vic.gov.au
Contact | Jodi Newcombe
Short name | **Mount Alexander**

Name | **Pyrenees Shire Council ABN 94 924 356 468**
Address | 5 Lawrence Street, Beaufort, Victoria 3373
Email | terry.mcaliece@pyrenees.vic.gov.au
Contact | Terry McAliece
Short name | **Pyrenees**

Name | **South Gippsland Shire Council ABN 67 816 770 786**
Address | 9 Smith Street, Leongatha, Victoria 3953
Email | Brad.Kijlstra-Shone@southgippsland.vic.gov.au
Contact | Brad Kijlstra-Shone
Short name | **South Gippsland**

Name | **Stonnington City Council ABN 67 688 032 530**
Address | 311 Glenferrie Road, Malvern, Victoria 3144
Email | jspence@stonnington.vic.gov.au
Contact | Jane Spence
Short name | **Stonnington**

Name | **Strathbogie Shire Council ABN 50 882 781 013**
Address | 109A Binney Street, Euroa, Victoria 3666
Email | Molly.Odgers@strathbogie.vic.gov.au
Contact | Molly Odgers
Short name | **Strathbogie**

Name | **Surf Coast Shire Council ABN 18 078 461 409**
Address | 1 Merrijig Dr, Torquay, Victoria 3228
Email | dkilpatrick@surfcoast.vic.gov.au
Contact | David Kilpatrick
Short name | **Surf Coast**

Name | **Swan Hill Rural City Council ABN 97 435 620 016**
Address | 45 Splatt Street, Swan Hill, Victoria 3585
Email | dlenton@swanhill.vic.gov.au
Contact | David Lenton

Short name	Swan Hill
Name	Warrnambool City Council ABN 44 594 264 321
Address	25 Liebig Street, Warrnambool, Victoria 3280
Email	Ischneider@warrnambool.vic.gov.au
Contact	Lauren Schneider
Short name	Warrnambool
Name	Wellington Shire Council ABN 18 420 243 468
Address	18 Desailly Street, Sale, Victoria 3850
Email	joannar@wellington.vic.gov.au
Contact	Joanna Rule
Short name	Wellington
Name	Whitehorse City Council ABN 39 549 568 822
Address	379-397 Whitehorse Road, Nunawading, Victoria 3131
Email	ian.barnes@whitehorse.vic.gov.au
Contact	Ian Barnes
Short name	Whitehorse
Name	Whittlesea City Council ABN 72 431 091 058
Address	25 Ferres Boulevard, South Morang, Victoria 3752
Email	john.edwards@whittlesea.vic.gov.au
Contact	John Edwards
Short name	Whittlesea
Name	Wodonga City Council ABN 63 277 160 265
Address	104 Hovell Street, Wodonga, Victoria 3690
Email	ahughes@wodonga.vic.gov.au
Contact	Alison Hughes
Short name	Wodonga
Name	Wyndham City Council ABN 38 393 903 860
Address	45 Princes Highway, Werribee, Victoria 3030
Email	fiona.stevenson@wyndham.vic.gov.au
Contact	Fiona Stevenson
Short name	Wyndham

Name	Yarra Ranges Shire Council ABN XXXX
Address	Anderson Street, Lilydale, Victoria 3140
Email	j.rae@yarraranges.vic.gov.au
Contact	Jessica Rae
Short name	Yarra Ranges

Schedule 2 Relative Interests of Councils (Clause 12.1.4)

Council	Council Type	Points	Relative Interest
Alpine Shire Council	Small Shire	2	0.75%
Ararat Rural City Council	Small Shire	2	0.75%
Ballarat City Council	Regional City	5	1.87%
Banyule City Council	Metropolitan and Interface	10	3.73%
Bass Coast Shire Council	Large Shire	3	1.12%
Borough of Queenscliffe	Small Shire	2	0.75%
Brimbank City Council	Metropolitan and Interface	10	3.73%
Buloke Shire Council	Small Shire	2	0.75%
Campaspe Shire Council	Large Shire	3	1.12%
Cardinia Shire Council	Metropolitan and Interface	10	3.73%
Central Goldfields Shire Council	Small Shire	2	0.75%
Darebin City Council	Metropolitan and Interface	10	3.73%
East Gippsland Shire Council	Large Shire	3	1.12%
Glen Eira City Council	Metropolitan and Interface	10	3.73%
Golden Plains Shire Council	Large Shire	3	1.12%
Greater Bendigo City Council	Regional City	5	1.87%
Greater Dandenong City Council	Metropolitan and Interface	10	3.73%
Greater Geelong City Council	Metropolitan and Interface	10	3.73%
Greater Shepparton City Council	Regional City	5	1.87%
Hepburn Shire Council	Small Shire	2	0.75%
Horsham Rural City Council	Regional City	5	1.87%
Indigo Shire Council	Small Shire	2	0.75%
Loddon Shire Council	Small Shire	2	0.75%
Macedon Ranges Shire Council	Large Shire	3	1.12%
Manningham City Council	Metropolitan and Interface	10	3.73%
Maribyrnong City Council	Metropolitan and Interface	10	3.73%
Maroondah City Council	Metropolitan and Interface	10	3.73%
Melton City Council	Metropolitan and Interface	10	3.73%
Mildura Rural City Council	Regional City	5	1.87%
Moira Shire Council	Large Shire	3	1.12%
Monash City Council	Metropolitan and Interface	10	3.73%
Moonee Valley City Council	Metropolitan and Interface	10	3.73%
Mount Alexander Shire Council	Large Shire	3	1.12%
Pyrenees Shire Council	Small Shire	2	0.75%
South Gippsland Shire Council	Large Shire	3	1.12%
Stonnington City Council	Metropolitan and Interface	10	3.73%
Strathbogie Shire Council	Small Shire	2	0.75%
Surf Coast Shire Council	Large Shire	3	1.12%
Swan Hill Rural City Council	Large Shire	3	1.12%
Warrnambool City Council	Regional City	5	1.87%
Wellington Shire Council	Large Shire	3	1.12%

Council	Council Type	Points	Relative Interest
Whitehorse City Council	Metropolitan and Interface	10	3.73%
Whittlesea City Council	Metropolitan and Interface	10	3.73%
Wodonga City Council	Regional City	5	1.87%
Wyndham City Council	Metropolitan and Interface	10	3.73%
Yarra Ranges Shire Council	Metropolitan and Interface	10	3.73%



Schedule 3 Contributions from additional Councils

Council Type	Costs per year	Points
Metropolitan and Interface Council	\$1,750	10
Regional City	\$1,250	5
Large Shire	\$850	3
Small Shire	\$450	2

Signing Page

Executed by the Parties

Signed, sealed and delivered by and on behalf of the)
Darebin City Council, and in accordance with an)
Instrument of Delegation, by the member of Council staff)
occupying the position or title of or acting in the position of)
Chief Executive Officer)

Signed, sealed and delivered by and on behalf of the)
Alpine Shire Council, and in accordance with an)
Instrument of Delegation, by the member of Council staff)
occupying the position or title of or acting in the position of)
Chief Executive Officer)

Signed, sealed and delivered by and on behalf of the)
Ararat Rural City Council, and in accordance with an)
Instrument of Delegation, by the member of Council staff)
occupying the position or title of or acting in the position of)
Chief Executive Officer)

Signed, sealed and delivered by and on behalf of the)
Ballarat City Council, and in accordance with an)
Instrument of Delegation, by the member of Council staff)
occupying the position or title of or acting in the position of)
Chief Executive Officer)

Signed, sealed and delivered by and on behalf of the)
Banyule City Council, and in accordance with an)
Instrument of Delegation, by the member of Council staff)
occupying the position or title of or acting in the position of)
Chief Executive Officer)

Signed, sealed and delivered by and on behalf of the)
Bass Coast Shire Council, and in accordance with an)
Instrument of Delegation, by the member of Council staff)
occupying the position or title of or acting in the position of)
Chief Executive Officer)

Signed, sealed and delivered by and on behalf of the)
Borough of Queenscliffe, and in accordance with an)
Instrument of Delegation, by the member of Council staff)
occupying the position or title of or acting in the position of)
Chief Executive Officer)

Signed, sealed and delivered by and on behalf of the)
Brimbank City Council, and in accordance with an)
Instrument of Delegation, by the member of Council staff)
occupying the position or title of or acting in the position of)
Chief Executive Officer)

Signed, sealed and delivered by and on behalf of the)
Buloke Shire Council, and in accordance with an)
Instrument of Delegation, by the member of Council staff)
occupying the position or title of or acting in the position of)
Chief Executive Officer)

Signed, sealed and delivered by and on behalf of the)
Campaspe Shire Council, and in accordance with an)
Instrument of Delegation, by the member of Council staff)
occupying the position or title of or acting in the position of)
Chief Executive Officer)

Signed, sealed and delivered by and on behalf of the)
Cardinia Shire Council, and in accordance with an)
Instrument of Delegation, by the member of Council staff)
occupying the position or title of or acting in the position of)
Chief Executive Officer)

Signed, sealed and delivered by and on behalf of the)
Central Goldfields Shire Council, and in accordance)
with an Instrument of Delegation, by the member of)
Council staff occupying the position or title of or acting in)
the position of Chief Executive Officer)

Signed, sealed and delivered by and on behalf of the)
East Gippsland Shire Council, and in accordance with)
an Instrument of Delegation, by the member of Council)
staff occupying the position or title of or acting in the)
position of Chief Executive Officer)

Signed, sealed and delivered by and on behalf of the)
Glen Eira City Council, and in accordance with an)
Instrument of Delegation, by the member of Council staff)
occupying the position or title of or acting in the position of)
Chief Executive Officer)

Signed, sealed and delivered by and on behalf of the)
Golden Plains Shire Council, and in accordance with an)
Instrument of Delegation, by the member of Council staff)
occupying the position or title of or acting in the position of)
Chief Executive Officer)

Signed, sealed and delivered by and on behalf of the)
Greater Bendigo City Council, and in accordance with)
an Instrument of Delegation, by the member of Council)
staff occupying the position or title of or acting in the)
position of Chief Executive Officer)

Signed, sealed and delivered by and on behalf of the)
Greater Dandenong City Council, and in accordance)
with an Instrument of Delegation, by the member of)
Council staff occupying the position or title of or acting in)
the position of Chief Executive Officer)

Signed, sealed and delivered by and on behalf of the)
Greater Geelong City Council, and in accordance with)
an Instrument of Delegation, by the member of Council)
staff occupying the position or title of or acting in the)
position of Chief Executive Officer)

Signed, sealed and delivered by and on behalf of the)
Greater Shepparton City Council, and in accordance)
with an Instrument of Delegation, by the member of)
Council staff occupying the position or title of or acting in)
the position of Chief Executive Officer)

Signed, sealed and delivered by and on behalf of the)
Hepburn Shire Council, and in accordance with an)
Instrument of Delegation, by the member of Council staff)
occupying the position or title of or acting in the position of)
Chief Executive Officer)

Signed, sealed and delivered by and on behalf of the)
Horsham Rural City Council, and in accordance with an)
Instrument of Delegation, by the member of Council staff)
occupying the position or title of or acting in the position of)
Chief Executive Officer)

Signed, sealed and delivered by and on behalf of the)
Indigo Shire Council, and in accordance with an)
Instrument of Delegation, by the member of Council staff)
occupying the position or title of or acting in the position of)
Chief Executive Officer)



Signed, sealed and delivered by and on behalf of the)
Loddon Shire Council, and in accordance with an)
Instrument of Delegation, by the member of Council staff)
occupying the position or title of or acting in the position of)
Chief Executive Officer)

Signed, sealed and delivered by and on behalf of the)
Macedon Ranges Shire Council, and in accordance with)
an Instrument of Delegation, by the member of Council)
staff occupying the position or title of or acting in the)
position of Chief Executive Officer)

Signed, sealed and delivered by and on behalf of the)
Manningham City Council, and in accordance with an)
Instrument of Delegation, by the member of Council staff)
occupying the position or title of or acting in the position of)
Chief Executive Officer)

Signed, sealed and delivered by and on behalf of the)
Maribyrnong City Council, and in accordance with an)
Instrument of Delegation, by the member of Council staff)
occupying the position or title of or acting in the position of)
Chief Executive Officer)

Signed, sealed and delivered by and on behalf of the)
Maroondah City Council, and in accordance with an)
Instrument of Delegation, by the member of Council staff)
occupying the position or title of or acting in the position of)
Chief Executive Officer)

Signed, sealed and delivered by and on behalf of the)
Melton City Council, and in accordance with an)
Instrument of Delegation, by the member of Council staff)
occupying the position or title of or acting in the position of)
Chief Executive Officer)

Signed, sealed and delivered by and on behalf of the)
Mildura Rural City Council, and in accordance with an)
Instrument of Delegation, by the member of Council staff)
occupying the position or title of or acting in the position of)
Chief Executive Officer)

Signed, sealed and delivered by and on behalf of the)
Moira Shire Council, and in accordance with an)
Instrument of Delegation, by the member of Council staff)
occupying the position or title of or acting in the position of)
Chief Executive Officer)

Signed, sealed and delivered by and on behalf of the)
Monash City Council, and in accordance with an)
Instrument of Delegation, by the member of Council staff)
occupying the position or title of or acting in the position of)
Chief Executive Officer)

Signed, sealed and delivered by and on behalf of the)
Moonee Valley City Council, and in accordance with an)
Instrument of Delegation, by the member of Council staff)
occupying the position or title of or acting in the position of)
Chief Executive Officer)

Signed, sealed and delivered by and on behalf of the)
Mount Alexander Shire Council, and in accordance with)
an Instrument of Delegation, by the member of Council)
staff occupying the position or title of or acting in the)
position of Chief Executive Officer)

Signed, sealed and delivered by and on behalf of the)
Pyrenees Shire Council, and in accordance with an)
Instrument of Delegation, by the member of Council staff)
occupying the position or title of or acting in the position of)
Chief Executive Officer)

Signed, sealed and delivered by and on behalf of the)
South Gippsland Shire Council, and in accordance with)
an Instrument of Delegation, by the member of Council)
staff occupying the position or title of or acting in the)
position of Chief Executive Officer)

Signed, sealed and delivered by and on behalf of the)
Stonnington City Council, and in accordance with an)
Instrument of Delegation, by the member of Council staff)
occupying the position or title of or acting in the position of)
Chief Executive Officer)

Signed, sealed and delivered by and on behalf of the)
Strathbogie Shire Council, and in accordance with an)
Instrument of Delegation, by the member of Council staff)
occupying the position or title of or acting in the position of)
Chief Executive Officer)

Signed, sealed and delivered by and on behalf of the)
Surf Coast Shire Council, and in accordance with an)
Instrument of Delegation, by the member of Council staff)
occupying the position or title of or acting in the position of)
Chief Executive Officer)

Signed, sealed and delivered by and on behalf of the)
Swan Hill Rural City Council, and in accordance with an)
Instrument of Delegation, by the member of Council staff)
occupying the position or title of or acting in the position of)
Chief Executive Officer)

Signed, sealed and delivered by and on behalf of the)
Warrnambool City Council, and in accordance with an)
Instrument of Delegation, by the member of Council staff)
occupying the position or title of or acting in the position of)
Chief Executive Officer)

Signed, sealed and delivered by and on behalf of the)
Wellington Shire Council, and in accordance with an)
Instrument of Delegation, by the member of Council staff)
occupying the position or title of or acting in the position of)
Chief Executive Officer)

Signed, sealed and delivered by and on behalf of the)
Whitehorse City Council, and in accordance with an)
Instrument of Delegation, by the member of Council staff)
occupying the position or title of or acting in the position of)
Chief Executive Officer)

Signed, sealed and delivered by and on behalf of the)
Whittlesea City Council, and in accordance with an)
Instrument of Delegation, by the member of Council staff)
occupying the position or title of or acting in the position of)
Chief Executive Officer)

Signed, sealed and delivered by and on behalf of the)
Wodonga City Council, and in accordance with an)
Instrument of Delegation, by the member of Council staff)
occupying the position or title of or acting in the position of)
Chief Executive Officer)

Signed, sealed and delivered by and on behalf of the)
Wyndham City Council, and in accordance with an)
Instrument of Delegation, by the member of Council staff)
occupying the position or title of or acting in the position of)
Chief Executive Officer)

Signed, sealed and delivered by and on behalf of the)
Yarra Ranges Shire Council, and in accordance with an)
Instrument of Delegation, by the member of Council staff)
occupying the position or title of or acting in the position of)
Chief Executive Officer)