



City of Nedlands

Agenda

Council Committee Meeting

4 December 2012

Dear Council member

The next meeting of the Council Committee will be held on Tuesday 4 December 2012 in the Council Chambers at 71 Stirling Highway Nedlands commencing at 7 pm.

Darla Blake
Acting Chief Executive Officer
29 November 2012

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City of Nedlands

Notice of a meeting of the Council Committee to be held in the Council Chambers, Nedlands on Tuesday 4 December 2012 at 7 pm.

Council Committee Agenda

Declaration of Opening

The Presiding Member will declare the meeting open at 7 pm, and will draw attention to the disclaimer below.

(NOTE: Council at its meeting on 24 August 2004 resolved that should the meeting time reach 11.00 p.m. the meeting is to consider an adjournment motion to reconvene the next day).

Present and Apologies and Leave Of Absence (Previously Approved)

Leave of Absence None.
(Previously Approved)

Apologies None as at distribution of this agenda.

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1. Addresses By Members of the Public (only for items listed on the agenda)

Addresses by members of the public who have completed Public Address Session Forms will be invited to be made as each item relating to their address is discussed by the Committee.

2. Disclosures of Financial Interest

The Presiding Member to remind Councillors and Staff of the requirements of Section 5.65 of the *Local Government Act* to disclose any interest during the meeting when the matter is discussed.

A declaration under this section requires that the nature of the interest must be disclosed. Consequently a member who has made a declaration must not preside, participate in, or be present during any discussion or decision making procedure relating to the matter the subject of the declaration.

However, other members may allow participation of the declarant if the member further discloses the extent of the interest. Any such declarant who wishes to participate in the meeting on the matter, shall leave the meeting, after making their declaration and request to participate, while other members consider and decide upon whether the interest is trivial or insignificant or is common to a significant number of electors or ratepayers.

3. Disclosures of Interests Affecting Impartiality

The Presiding Member to remind Councillors and Staff of the requirements of Council's Code of Conduct in accordance with Section 5.103 of the *Local Government Act*.

Councillors and staff are required, in addition to declaring any financial interests to declare any interest that may affect their impartiality in considering a matter. This declaration does not restrict any right to participate in or be present during the decision-making procedure.

The following pro forma declaration is provided to assist in making the disclosure.

"With regard to the matter in item x..... I disclose that I have an association with the applicant (or person seeking a decision). As a consequence, there may be a perception that my impartiality on the matter may be affected. I declare that I will consider this matter on its merits and vote accordingly."

The member or employee is encouraged to disclose the nature of the association.

4. Declarations by Members That They Have Not Given Due Consideration to Papers

Members who have not read the business papers to make declarations at this point.

5. Confirmation of Minutes

5.1 Committee Meeting 13 November 2012

The minutes of the Council Committee held 13 November 2012 are to be confirmed.

6. Matters for Which the Meeting May Be Closed

In accordance with Standing Orders and for the convenience of the public, the Committee is to identify any matter which is to be discussed behind closed doors at this meeting and that matter is to be deferred for consideration as the last item of this meeting.

7. Divisional Reports

Note: Regulation 11(da) of the *Local Government (Administration) Regulations 1996* requires written reasons for each decision made at the meeting that is significantly different from the relevant written recommendation of a committee or an employee as defined in section 5.70, but not a decision to only note the matter or to return the recommendation for further consideration.

7.1 Planning & Development Report No's PD54.12 to PD57.12

Planning & Development Report No's PD54.12 to PD57.12 to be dealt with at this point (copy attached yellow cover sheet).

- PD54.12 No. 7 (Lot 33) Stanley Street, Nedlands – Retrospective Outbuilding (Sea Container)
- PD55.12 No. 93 (Lot 559) Bruce Street, Nedlands – Additions (Ground Floor) to Single House
- PD56.12 Metropolitan Region Scheme Amendment 1236/57 - Bush Forever Area Definition, Clause Insertion and Removal of Clause 16 (1a)(a) for New Similar Clause Insertion 16 (1a) and (ba) in the Metropolitan Scheme Text – response to public consultation
- PD57.12 Proposed Scheme Amendment No. 198 – To add a clause to Schedule V – Special use Zone - that facilitates that a current Masterplan for the site controls its development Scheme Amendment No. 194

7.2 Technical Services Report No's TS25.12 to TS26.12

Technical Services Report No's TS25.12 to TS26.12 to be dealt with at this point (copy attached blue cover sheet).

TS25.12 Survery Results – Establishing a Dog Park South of Stirling Highway

TS26.12 Big Day Out Concert – Monday 28 January 2013 at Claremont Show Grounds, Claremont

7.3 Community & Organisational Development No's CM10.12 to CM11.12

Report No's CM10.12 to CM11.12 to be dealt with at this point (copy attached pink cover sheet).

CM10.12 All Abilities Play Space – Concept Plan

CM11.12 Approval of Applications to the Community Grants Fund and Youth Grants Fund

7.4 Corporate & Strategy Report No's CPS50.12 to CPS55.12


Report No's CPS50.12 to CPS55.12 to be dealt with at this point (copy attached green cover sheet).

- | | |
|----------|---|
| CPS50.12 | List of Accounts Paid – October 2012 |
| CPS51.12 | Local Laws Review |
| CPS52.12 | Request for Exemption of Council Rates |
| CPS53.12 | Delegation of Authority – Awards of Tenders during the Council Recess |
| CPS54.12 | City of Nedlands Strategic Community Plan “Nedlands 2023” |
| CPS55.12 | City of Nedlands Dogs Amendment Local Law 2012 |

8. Reports by the Chief Executive Officer

8.1 Outcomes of negotiation process for City of Nedlands Membership of the Western Metropolitan Regional Council

Committee	4 December 2012
Council	11 December 2012

Applicant	City of Nedlands
Acting CEO	Michael Cole
Acting CEO Signature	
File ref.	ORN/016-21
Previous Item No's	13.3 – 28 August 2012 TS11.12 – 26 June 2012
Disclosure of Interest	No officer involved in the preparation of this report had any interest which required it to be declared in accordance with the provisions of the <i>Local Government Act (1995)</i> .

Purpose

This report presents the outcomes of negotiations for the City of Nedlands to join the Western Metropolitan Regional Council.

Recommendation to Committee

Council:

- 1. Defer negotiations to join the Western Metropolitan Regional Council until after the State Government has responded to the Metropolitan Local Government Review.**
- 2. Enter into a Waste Delivery Agreement with the Western Metropolitan Regional Council on the same terms as the Western Metropolitan Regional Council member Councils.**

Strategic Plan

- KFA 5: Governance
- 5.6 Ensure compliance with statutory requirements and guidelines.
 - 5.8 Establish and actively manage a range of partnerships with government, private and not-for-profit sectors.
- KFA 7: Economic Development
- 7.3 Work collaboratively with WESROC and State Government agencies in developing and implementing regional strategies.

Background

At its meeting on 26 June 2012, Council resolved that Council:

1. Enters into negotiations with the WMRC; and
2. Negotiations are completed and reported back to Council by 31 December 2012

Council considered a further report at its meeting on 28 August 2012 where Council considered the proposed negotiation process and appointed Councillor McManus, Councillor Binks and the Acting Chief Executive Officer as the City of Nedlands representatives on the Core Negotiating Group.

Key Relevant Previous Decisions:

(As per above)

Proposal Detail

The proposal involves negotiations for the City of Nedlands to join the Western Metropolitan Regional Council.

The Core Negotiating Group recommends deferral of the proposal until the State Government has responded to the final report of the Metropolitan Local Government Review.

However, the Core Negotiating Group recommends the City of Nedlands enter into a Waste Delivery Agreement with the Western Metropolitan Regional Council on the same terms as the Western Metropolitan Regional Council member Councils.

Consultation

Required by legislation: Yes No

Required by City of Nedlands policy: Yes No

Council agreed to the appointment of the Acting Chief Executive Officer and Councillors Binks and McManus to the Core Negotiating Group.

Legislation

Sections 3.61 to 3.68 of the *Local Government Act 1995* sets out the requirements to establish Regional Local Governments.

Budget/financial implications

Deferring the negotiations for membership of the WMRC saves an estimated \$40,000 for the negotiating parties in consulting fees for facilitator, valuer and lawyer.

Entering into a Waste Delivery Agreement with the WMRC saves the City about \$30,000 per year in waste disposal fees.

Risk Management

Risks associated with the proposal have been considered by the Core Negotiating Group and are addressed in the discussion below.

Discussion

The Core Negotiating Group is made up representatives of the WMRC member Councils and the City of Nedlands. The members of the Core Negotiating Group are:

City of Nedlands

Councillor Robert Binks

Councillor Leo McManus

Acting Chief Executive Officer Mr Michael Cole

WMRC Member Councils

Councillor Jack Walsh (Cottesloe)

Councillor Paul Kelly (Claremont)

Mr Stephen Tindale (Chief Executive Officer - Subiaco)

Mr Ron Cacciope of Integral Development was appointed as a facilitator.

The progress of the negotiations has been steady, progressing toward a proposal that seemed to be acceptable to all parties. All parties agreed that a satisfactory “backstop” agreement was for the City of Nedlands to enter into a Waste Delivery Agreement with the WMRC. Such an agreement would be on identical terms to the Waste Delivery Agreement all member Councils have signed, and requires the delivery of all waste to the WMRC for a five year period with certain exemptions.

However, on 25 October 2012, the State Government released the Final Report of the Metropolitan Local Government Review. The report made two recommendations of key significance to the negotiations:

1. The existing Regional Local Governments in the metropolitan area be dissolved, their provisions in the Local Government Act 1995 be repealed for the metropolitan area and a transitional plan

for dissolving the existing bodies in the metropolitan area be developed; and

2. A new structure of local government in metropolitan Perth be created through specific legislation which:
 - a. incorporates all of the Swan and Canning Rivers within applicable local government areas;
 - b. transfers Rottnest Island to the proposed local government centred around the City of Fremantle; and
 - c. reduces the number of local governments in metropolitan Perth to 12, with boundaries as detailed in Section 5 of this report.

The boundaries proposed in Section 5 recommend a new Council be formed of all member Councils, the City of Nedlands and the Town of Cambridge.

Each recommendation on its own, if progressed, would render the WMRC redundant, suggesting that the WMRC will cease to exist under most models of local government reform. The report is out for comment until 5 April 2013.

For the City of Nedlands to join the WMRC, the WMRC's Establishment Agreement needs to be amended and approved by the Minister for Local Government. In the current environment, the Minister is unlikely to approve a new WMRC Establishment Agreement until after the State election on 9 March 2013 and after the path for reform has been decided. To get to an agreement, the parties would have incurred valuation and facilitation costs of about \$40,000.

Considering the new circumstances, the Core Negotiating Group agreed that negotiations should be put on hold, and that the City of Nedlands should negotiate with the WMRC for a Waste Delivery Agreement.

Such an agreement achieves positive outcomes for all parties, and in particular:

1. Gives the City of Nedlands an opportunity to participate in DiCOM without being exposed to any risk from the operations;
2. Secures 6,000 tonnes per year of waste at member Council rates to meet the WMRC's obligation to deliver 33,000 tonnes of waste per year under the Waste Supply Agreement between the WMRC and DiCOM AWT Operations Pty Ltd; and

3. Enables an easy transition irrespective of the outcome of local government reform. If reform leads to amalgamations then the region is managing waste consistently. If reform goes nowhere then all parties are in a strong position to resume membership negotiations.

The City has long been a leader in waste management in the western suburbs through its three bin system, and community expectations are that the City would continue to be a leader in waste management by looking at alternate waste treatments instead of landfill, such as DiCOM. A Waste Delivery Agreement will secure local waste processing in an environment where landfill levies are likely to increase sharply and landfills will be further and further from the City.

A Waste Delivery Agreement also signals the intent of the City of Nedlands to work regionally, notwithstanding the uncertainty of local government reform, and is a clear expression of support by the City for advanced waste treatment.

The Waste Delivery Agreement between the WMRC and its member Councils is included as an attachment. The Agreement requires the delivery of all waste collected, subject to exemptions. Standard exemptions that WMRC member Councils hold are for recyclables and green waste, and the City can negotiate these with the WMRC.

Conclusion

The Core Negotiating Group has not arrived at a consensus about the City of Nedlands joining, a fee for joining nor had they agreed on a valuation method to arrive at a proposed joining fee.

Given that Ministerial Approval would be required for the City of Nedlands to enter the WMRC, it is unlikely a decision would be made until after the State Election when the State Government will consider response to the final report of the Metropolitan Local Government Review. Deferral of negotiations is therefore recommended.

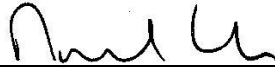
However, in order to demonstrate a commitment to work regionally, it is also recommended that the City of Nedlands enters into a Waste Delivery Agreement with the Western Metropolitan Regional Council on the same terms as the Western Metropolitan Regional Council member Councils.

Attachments

1. Waste Delivery Agreement between WMRC and its member Councils.

8.2 Claremont Nedlands Lions Club – Proposed Lease for revised location

Committee	4 December 2012
Council	11 December 2012

Applicant	City of Nedlands
Owner	City of Nedlands
Officer	Rebecca Boley – Property Management Officer
Acting CEO	Michael Cole
Acting CEO Signature	
File ref.	CMS/216
Previous Item No's	PD50.12 on November 27 2012
Disclosure of Interest	No officer involved in the preparation of this report had any interest which required it to be declared in accordance with the provisions of the <i>Local Government Act (1995)</i> .

Purpose

The purpose of this report is to inform Council of an alternative site proposed for the Claremont Nedlands Lions Club to locate a shed for their use within the City of Nedlands and to seek endorsement of the proposed site and terms of the arrangement.

Recommendation to Committee

Council:

1. notes the revised proposal to lease land adjacent to the tennis courts near the Mt Claremont Community Centre, land which the City is the registered proprietor of subject to a crown grant in trust; and
2. authorises the Mayor and CEO to sign a lease with the Claremont Nedlands Lions Club for this land to locate a shed on the following conditions:
 - a. the Club apply for and receive planning approval before lease document is executed;
 - b. the City's standard lease template will be used;
 - c. the term will be ten (10) years with an option to renew for a further five (5) years;
 - d. the Club will apply for and receive a building permit before commencing works to erect the shed;

- e. **provision to remove shed at expiration of term or City of Nedlands to acquire any improvements at an agreed value; and**
- f. **provision in lease to include any conditions of a planning approval.**

Strategic Plan

KFA 4: Community Wellbeing

- 4.1 Provide and facilitate access to services and facilities required by the broader community, clubs and community groups.

KFA 5: Governance

- 5.1 Manage the City's resources in a sustainable and responsible manner.
- 5.8 Establish and actively manage a range of partnerships with government, private and not-for-profit sectors.

Background

In 2011 the Claremont Nedlands Lions Club discussed with the former CEO, the possibility of having a "shed" within the City of Nedlands for the Clubs use. One site suggested was the Broome Street Depot. Investigation into this proposal found that the Town of Claremont currently leases balance of the depot to its maximum occupancy and no area is available for another shed to be located for the Club's use. Other issues of access outside depot operational hours and security were also tendered to highlight the unsuitability of this location to have a shed for the Club's use.

The Lions Club had previously erected and used a shed at the "old Town of Claremont depot". On investigation by City of Nedland's officers it has been found that this shed can be recycled and relocated to another site.

Council considered a report on November 27 2012 which proposed to locate the shed next to Drabble House at 8 Webster Street Nedlands however this site was deemed unsuitable and the location was referred back to the City's Administration for further consideration.

City Administration officer's have since met and identified an alternative site on land which the City is the registered proprietor of, subject to a Crown grant in trust and with legal description Lot 6987 on Deposited Plan 167276 being the whole of land comprised in Certificate of Title Volume 2115 Folio 135. The lease of this revised site is now the subject for Council's consideration.

Proposal Detail

It is proposed to enter into a lease with the Claremont Nedlands Lions Club for an area of land located adjacent to the tennis courts near the Mount Claremont Community Centre to locate a shed for use by the Club.

The City is the registered proprietor of an estate in fee simple of the land described as Lot 6987 on Deposited Plan 167276 being the whole of land comprised in Certificate of Title Volume 2115 Folio 135. This land was transferred to the City as a Crown Grant in Trust to be used solely for community purposes. This land is now zoned for Municipal Purposes.

The proposed lease would be based on the City's standard lease template. It would be subject to a "peppercorn" rental.

The specifications of the shed which has been recycled from the "old Town of Claremont depot" and proposed to be relocated to area beside the tennis courts near the Mount Claremont Community Centre are:

- total area 30.4 m²;
- roller door at one end for vehicle access to store trailer in shed; and
- concrete floor required (refer to attachment 2).

The area beside the tennis courts near the Mount Claremont Community Centre is zoned for "municipal purposes". The Lions Club is a community group carrying on charitable work. This revised site is preferred for its accessibility, safety and security of location for such a storage shed. It is proposed to include upon determination of the lease, the option for the Lions Club to either restore the premises to its former state prior to lease agreement or for the City of Nedlands to acquire any improvements at an agreed value.

The Lease would also make provision for any conditions of a planning approval.

Consultation

Required by legislation: Yes No
Required by City of Nedlands policy: Yes No

Consultation type: The City will consult with the Lions Club to ensure mutual agreement to terms for the lease of land to locate a shed. If the planning department deem consultation with neighbouring residents to be required this will also be conducted.

Legislation

- *Local Government (Functions and General) Regulations 1996*

The lease of land to the Lions Club is an “exempt disposition” of land as defined in Regulation 30 (2)(b) – the land is disposed of to a body that is charitable in purpose and members are not entitled to receive pecuniary profit for the body’s actions.

Budget/financial implications

Budget:

Within current approved budget:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Requires further budget consideration:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

Financial:

The Club will be responsible for all costs associated with attaining planning and building approvals. The Club is also responsible for costs associated with installation of the shed on site. The Club will also be responsible for legal costs associated with preparation of the lease agreement.

Risk Management

Any risk associated with the proposal will be included in the lease, i.e. options open to parties on expiration of the lease e.g. City to acquire improvements at an agreed amount or Club to restore premises to former state. The lease will also be contingent on planning approval being received. Any conditions of a planning approval will be provided for in the lease to ensure local amenity is preserved.

Discussion

The Claremont Nedlands Lions Club has been in discussion for some time with the City of Nedlands to obtain a site to locate a shed for storage and use by the Club. Administration had identified a site beside Drabble House which was considered by the Committee and Council and referred back for further consideration to identify an alternative location. The Administration has now identified an alternative site on an area beside the tennis courts near the Mount Claremont Community Centre and accessible from Adderley Street in Mount Claremont. This site is preferred for its location near the Community centre providing added safety and security as well as its vehicle accessibility, as required by the Club. Adderley Street dead ends at the community centre so there is likely to be little impact on traffic in accessing the shed. The intended use of the shed by the Lions Club is for storage which would not adversely impact the neighboring area and any

conditions of a planning approval will be provided for in the lease agreement.

Conclusion

The proposed lease of land to the Claremont Nedlands Lions Club for locating a storage shed on the revised site will satisfy the requirements of the Club in order for them to carry on their community service based activities. It will also ensure that the shed is located in a more appropriate location in terms of access and local amenity. This will in turn promote and facilitate the provision of community services and continue to develop a sense of community within the City of Nedlands.

Attachments

1. Site location map for shed beside tennis courts near Mount Claremont Community Centre, accessed from Adderley Street.
2. Photo of the shed intended to be relocated to proposed site. This photo was taken on location at the old Town of Claremont depot before removal.

9. Urgent Business Approved By the Presiding Member or By Decision

Any urgent business to be considered at this point.

10. Confidential Items

Nil.

Declaration of Closure

There being no further business, the Presiding Member will declare the meeting closed.

A handwritten signature in black ink that reads "D Blake". The letter "D" is large and stylized, with a loop at the top. The word "Blake" is written in a cursive script.

Darla Blake
Acting Chief Executive Officer

Attachment to Item 8.1

Committee 4 December 2012

**Outcomes of negotiation process for City of Nedlands Membership of the
Western Metropolitan Regional Council**

Waste delivery agreement

Town of Claremont

Town of Cottesloe

Town of Mosman Park

Shire of Peppermint Grove

City of Subiaco

Western Metropolitan Regional Council



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Details

Parties

Town of Claremont

of 308 Stirling Highway, Claremont, Western Australia

Town of Cottesloe

of 109 Broome Street, Cottesloe, Western Australia

Town of Mosman Park

of Memorial Park, Bayview Terrace, Mosman Park, Western Australia

Shire of Peppermint Grove

of 1 Leake Street, Peppermint Grove, Western Australia

City of Subiaco

of 241 Rokeby Road, Subiaco, Western Australia

Western Metropolitan Regional Council

of PO Box 47, Mosman Park, Western Australia
(WMRC)

Background

- A The Participants are the participant local governments in the WMRC and the parties to the Establishment Agreement.
- B WMRC and Project SPV are parties to the Waste Supply Agreement.
- C The parties wish to enter into this Agreement to facilitate the operation of the Waste Supply Agreement.

Agreed terms

1. Defined terms and interpretation

1.1 Defined terms

In this Agreement, unless inconsistent with the context -

Commission Date has the same meaning as in Schedule 1 of the Waste Supply Agreement;

Establishment Agreement means the Establishment Agreement dated 23 December 2003 made by the Participants under the *Local Government Act 1995*;

Municipal Solid Waste has the same meaning as in Schedule 2 of the Waste Supply Agreement;

Participants means the Towns of Claremont, Cottesloe and Mosman Park, the Shire of Peppermint Grove and the City of Subiaco;

Party means a party to this Agreement;

Project SPV means DiCOM AWT Operations Pty Limited ACN 124 331 148;

Term has the meaning set out in clause 3 of this Agreement;

Waste has the same meaning as in clause 1.1 of the Establishment Agreement; and

Waste Supply Agreement means the agreement between Project SPV and WMRC dated 5 April 2007.

1.2 Defined terms – Establishment Agreement and *Local Government Act*

Subject to clause 1.1, words and expressions that are defined in the Establishment Agreement or the *Local Government Act 1995* have the same meaning in this Agreement.

1.3 Interpretation

This Agreement is to be interpreted in accordance with clause 1.3 of the Establishment Agreement.

2. Delivery of waste obligations

2.1 Delivery of waste to WMRC

Subject to clause 2.2, during the Term each Participant must deliver to WMRC, at the site or sites specified by WMRC, all its Waste to enable WMRC to comply with its obligations under clause 4.8 of the Waste Supply Agreement in relation to the delivery of Municipal Solid Waste.

2.2 Exemptions

- (1) WMRC may give a Participant a written exemption from the requirements of clause 2.1.
- (2) WMRC cannot give an exemption unless it is satisfied that giving the exemption would not affect its capacity to comply with its obligations under clause 4.8 of the Waste Supply Agreement in relation to the delivery of Municipal Solid Waste.

- (3) An exemption –
 - (a) must be in writing;
 - (b) may be for any part of the Term;
 - (c) may be subject to conditions; and
 - (d) may apply to all or part of a Participant's Waste.

3. Term

The term of this Agreement –

- (a) is 5 years from the Commission date; and
- (b) may be extended by the written agreement of the Parties.

4. Miscellaneous

4.1 Further assurance

Each party will do all things necessary to give full effect to this Agreement and its enforcement and to the transactions contemplated by this Agreement including executing any document.

4.2 Entire agreement

This Agreement represents the entire agreement between the parties relating to its subject matter and supersedes any other agreement between the parties in respect of the subject matter of this Agreement, and to the extent permitted by law, no term (including any warranty or condition) will be implied into this Agreement.

4.3 Severability

In the event of part of this Agreement being or becoming void or unenforceable, that part is to be severed from this Agreement with the intention that the balance of this Agreement is to remain in full force and effect, unaffected by the severance.

4.4 Amendment and waiver

- (1) This Agreement may not be amended except by a document in writing signed by or on behalf of each of the parties.
- (2) Any waiver or relinquishment of the performance of any term or condition of this Agreement will be effective only if made in writing and executed by or on behalf on the party granting the waiver.
- (3) No waiver of any one breach of any term or condition of this Agreement is to operate as a waiver of any other breach of the same or other term or condition of this Agreement.

4.5 Notices

Any notice, direction or other communication which must or may be given in connection with this Agreement -

- (a) must be in writing in order to be valid;

- (b) is sufficient if executed by the party giving the notice or on its behalf by any director, secretary, duly authorised officer or legal practitioner of that party;
- (c) in order to be valid must be given to a party as follows -
 - (i) delivered or sent by prepaid post to, or left at, the address of that party as set out in this Agreement;
 - (ii) sent to the facsimile number of that party as set out in this Agreement;
 - (iii) sent to the email address of that party; or
 - (iv) delivered or sent to another address or facsimile number as is notified in writing by that party to the other party from time to time; and
- (d) if given in accordance with paragraph (c), will be deemed to take effect -
 - (i) in the case of prepaid post, on the second business day after the date of posting;
 - (ii) in the case by email, on receipt of return email from the recipient acknowledging receipt of the email;
 - (iii) in the case of facsimile, on receipt of a transmission report from the sending machine confirming successful transmission; and
 - (iv) in the case of delivery by hand, on delivery.

4.6 Counterparts

This Agreement may be executed in any number of counterparts and all those counterparts together constitute one instrument.

4.7 Dispute resolution

- (1) If a dispute arises between the parties in connection with this Agreement, a party must give notice of the dispute to each other party identifying the dispute and providing details of it.
- (2) If a dispute is not resolved between the parties within 14 days of a notice under subclause (1) being given, the parties must endeavour to settle the dispute by mediation to be conducted by a mediator independent of the parties, appointed by agreement of the parties within 35 days of a notice in subclause (1) being given or, failing agreement, by a person appointed by the chair of LEADR or her or his nominee.
- (3) The mediation rules of the Law Society of NSW are to apply to the mediation.
- (4) It is a condition precedent to the right of any party to arbitrate or litigate a dispute under this Agreement that it first has complied with the mediation process in accordance with this clause.
- (5) Each party may be represented by a qualified legal practitioner or other representative in any mediation proceedings.
- (6) The parties must continue to comply with their obligations under this Agreement despite any dispute being referred to mediation, unless agreed otherwise by the parties in writing.

4.8 Governing law

This Agreement is to be construed and interpreted in accordance with the laws of the State of Western Australia and the parties agree to submit to the jurisdiction of the courts of that State and of courts competent to hear appeals from them.

4.9 Legal costs

Each party is to pay its own costs and expenses (including legal costs) of and incidental to the preparation, negotiation, completion and signing of this Agreement.

Signing page

EXECUTED as an agreement on .

THE COMMON SEAL of the **Town of Claremont** is affixed by authority of a resolution of the Council in the presence of -

Mayor

Chief Executive Officer

Name of Mayor (print)

Name of Chief Executive Officer (print)

THE COMMON SEAL of **Town of Cottesloe** is affixed by authority of a resolution of the Council in the presence of -

Mayor

Chief Executive Officer

Name of Mayor (print)

Name of Chief Executive Officer (print)

THE COMMON SEAL of **Town of Mosman Park** is affixed by authority of a resolution of the Council in the presence of -

Mayor

Chief Executive Officer

Name of Mayor (print)

Name of Chief Executive Officer (print)

THE COMMON SEAL of Shire of Peppermint Grove is affixed by authority of a resolution of the Council in the presence of -

President

Chief Executive Officer

Name of President (print)

Name of Chief Executive Officer (print)

THE COMMON SEAL of City of Subiaco is affixed by authority of a resolution of the Council in the presence of -

Mayor

Chief Executive Officer

Name of Mayor (print)

Name of Chief Executive Officer (print)

THE COMMON SEAL of Western Metropolitan Regional Council is affixed by authority of a resolution of the Council in the presence of -

Chairman

Chief Executive Officer

Name of Chairman (print)

Name of Chief Executive Officer (print)

Attachment to Item 8.2

Committee 4 December 2012

Claremont Nedlands Lions Club – Proposed Lease for revised location



Adderley Street

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107B

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Montgomery Avenue

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