

Dated

2004

**TOWN OF CAMBRIDGE
and
CITY OF JOONDALUP
and
CITY OF PERTH
and
CITY OF STIRLING
and
TOWN OF VICTORIA PARK
and
TOWN OF VINCENT
and
CITY OF WANNEROO
and
MINDARIE REGIONAL COUNCIL

DEED**

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DEED**THIS DEED** dated

2004

BETWEEN TOWN OF CAMBRIDGE of 1 Bold Park Drive, Floreat, Western Australia
AND CITY OF JOONDALUP of Boas Avenue, Joondalup, Western Australia
AND CITY OF PERTH of Council House, 27 St George's Terrace, Perth, Western Australia
AND CITY OF STIRLING of Civic Place, Stirling, Western Australia
AND TOWN OF VICTORIA PARK of 99 Shepperton Road, Victoria Park, Western Australia
AND TOWN OF VINCENT of 244 Vincent Street, Leederville, Western Australia
AND CITY OF WANNEROO of 23 Dundobar Road, Wanneroo, Western Australia
("the Participants")

AND MINDARIE REGIONAL COUNCIL of Marmion Avenue, Tamala Park, Western Australia (**"the Mindarie Regional Council"** or **"the MRC"**).

RECITALS

- A. Contemporaneously with their execution of this Deed, the Participants have entered into an Establishment Agreement which:
- (a) revokes the Former Constitution Agreement; and
 - (b) is in substitution for the Former Constitution Agreement.
- B. By a Deed of Settlement dated 25 November 1996 made between Mindarie Regional Council, City of Stirling, City of Wanneroo and City of Perth, those parties agreed to record certain agreements with respect to:
- (a) the resolution of certain principles relating to the operations of the MRC and its financial structure; and
 - (b) the resolution of certain differences relating to the liability and entitlements of the 3 Cities as regards to the MRC.
- C. The Participants and the MRC have agreed to enter into this Deed to:
- (a) terminate the Deed of Settlement referred to in Recital ; and
 - (b) record certain agreements between them relating to the MRC.

OPERATIVE PART

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

- (1) Unless defined in this Deed, words and expressions defined in the Establishment Agreement have the same meaning where appearing in this Deed.
- (2) In this Deed, unless the context requires otherwise:
 - (a) **“Deed of Settlement”** means the deed described in Recital B;
 - (b) **“Establishment Agreement”** means the establishment agreement referred to in Recital A;
 - (c) **“solid waste”** does not include:
 - (i) vegetative waste collected separately from waste contained in mobile bins; or
 - (ii) recyclable waste including paper, glass and plastic disposed of into mobile bins or other containers separately from other waste; or
 - (iii) inert waste.

1.2 Interpretation

The rules of interpretation set out in the Establishment Agreement apply to this Deed.

2. TERMINATION OF DEED OF SETTLEMENT

- (1) The Participants and the Mindarie Regional Council agree that:
 - (a) the Deed of Settlement is terminated; and
 - (b) this Deed takes effect,upon the execution of the Establishment Agreement by all the parties to it.
- (2) The operation of subclause (1) is subject to the Minister approving the Establishment Agreement.

3. SOLID WASTE DELIVERY BY PARTICIPANTS

3.1 Delivery of waste to MRC

The Participants agree that each Participant shall deliver to the MRC, at such location or locations as the MRC shall give notice to all Participants:

- (a) all solid waste produced by the Participant; and

- (b) all solid waste collected by, or on behalf of, the Participant, from premises within the Participant's district.

3.2 MRC may grant exemption

The Participants agree that the MRC may, by notice in writing, exempt a Participant from its obligations under clause 3.1 for such period and subject to such conditions as the MRC determines from time to time.

3.3 Failure by a Participant to deliver solid waste

The Participants agree that if a Participant fails to deliver solid waste as required by clause 3.1 then the Participant shall be liable to pay to the MRC, in addition to any other damages or costs thereby occasioned, the fees and costs which the Participant would have paid had it complied with its obligation under clause 3.1.

3.4 Expiry of exemption period

- (1) Upon the expiry of the period determined by the MRC under clause 3.2, the Participant shall cause a meeting between the representatives of the Participant and the MRC to be held to discuss the exemption.
- (2) The Participants agree that following the meeting referred to in subclause (1), the MRC may determine to revoke the exemption or to extend it on such conditions as the MRC and the Participant agree.
- (3) The Participants agree that if the MRC revokes the exemption then, within 6 months after receipt of a notice of the revocation from the MRC, the Participant shall:
 - (a) commence to meet its obligations under clause 3.1; or
 - (b) give to the MRC notice of the Participant's withdrawal as a Participant of the MRC.
- (4) The Participants agree that where the Participant:
 - (a) fails to commence to meet its obligations under clause 3.1 within the 6 month period referred to in subclause (3); or
 - (b) gives notice of withdrawal under subclause (3)(b),then, notwithstanding clause 11.2 of the Establishment Agreement, the Participant is taken to have withdrawn as a Participant of the MRC with effect from the end of the financial year in which the 6 month period expires.
- (5) The Participants agree that until the Participant commences to deliver solid waste to the MRC under clause 3.1, the Participant shall not be liable to make any annual contribution under clause 8.1 of the Establishment Agreement or any capital contribution under clause 8.2 of the Establishment Agreement.

3.5 MRC's obligations

The MRC agrees with the Participants:

- (a) to exercise the discretion referred to in clause 3.2 and to give written notice of its determination, to the Participants;
- (b) to attend and participate in the meeting referred to in clause 3.4(1); and
- (c) to exercise the discretion referred to in clause 3.4(2) and to give written notice of its determination to the Participants.

4. CITY OF STIRLING EXEMPTION

4.1 Conditions of exemption

The Participants agree that the City of Stirling is exempted from its obligations under clause 3.1 subject to and upon the following terms and conditions:

- (a) the provisions of clause 3.4 shall apply; and
- (b) for the purpose of clause 3.4(1) the meeting referred to in that clause shall take place on the earlier of:
 - (i) the termination of the City's contract with the Atlas Group for the receipt, treatment and disposal of waste collected within the City's district; and
 - (ii) [Date of expiry of current Atlas contact].

EXECUTED as a Deed

THE COMMON SEAL of TOWN OF)
CAMBRIDGE was hereunto affixed in the)
presence of:)

Mayor

Chief Executive Officer

THE COMMON SEAL of CITY OF)
JOONDALUP was hereunto affixed in the)
presence of:)

Mayor

Chief Executive Officer

THE COMMON SEAL of CITY OF PERTH)
was hereunto affixed in the presence of:)
)

Lord Mayor

Chief Executive Officer

THE COMMON SEAL of CITY OF STIRLING)
was hereunto affixed in the presence of:)
)

Mayor

Chief Executive Officer

THE COMMON SEAL of TOWN OF)
VICTORIA PARK was hereunto affixed in the)
presence of:)

Mayor

Chief Executive Officer

THE COMMON SEAL of TOWN OF)
VINCENT was hereunto affixed in the presence)
of:)

Mayor

Chief Executive Officer

THE COMMON SEAL of CITY OF)
WANNEROO was hereunto affixed in the)
presence of:)

Mayor

Chief Executive Officer