

CITY OF ARMADALE

MINUTES

OF TECHNICAL SERVICES COMMITTEE HELD IN THE COMMITTEE ROOM,
ADMINISTRATION CENTRE, 7 ORCHARD AVENUE, ARMADALE ON MONDAY, 10
DECEMBER, AT 7.10 PM.

PRESENT:

| | |
|----------------|--------------------|
| Cr J Knezevich | Chair |
| Cr Butterfield | |
| Cr J Everts | |
| Cr G A Best | |
| Cr Scidone | Deputy for Cr Hart |
| Cr J A Stewart | |
| Cr J H Munn | |

APOLOGIES:

Cr Hart

OBSERVERS:

Cr McDonald
Cr Zelones

IN ATTENDANCE:

| | |
|-----------------|---------------------------------------|
| Mr R Tame | Chief Executive Officer till 8. 45pm |
| Mr A Bruce | Executive Director Technical Services |
| Mr G Davies | Manager Technical Services |
| Mr J Gossmann | Manager Engineering and Design |
| Mr P Lanternier | Manager Parks |
| Mr B Sutton | Coordinator Waste Services |
| Ms V Carpenter | Minute Secretary |

PUBLIC:

4

DISCLAIMER

The Disclaimer for protecting Councillors and staff from liability of information and advice given at Committee meetings was read by the Chairman.

DECLARATION OF MEMBER'S INTERESTS

Nil.

QUESTION TIME

Nil.

DEPUTATION – 7.15pm

Junkbusters – Hopkinson Road – Drop N' Shop

Mr Tony Clark, Ms Karen Humberstone, Ms Muriel White and Mr David Lyall attended the meeting at 7.10pm

On behalf of Junkbusters Inc, Mr Lyall gave a presentation to Committee on why Junkbusters believed they should operate the Drop N' Shop operation at the Resource Recovery Centre.

A Business Plan developed in 2002 and a Waste Process Flow chart recently developed were presented.

Deputation time was extended from 15 minutes to 45 minutes to allow an extensive presentation by the Deputation and questions from Committee members.

Committee members and officers asked a number of questions covering past operations, relationship with Council and how Junkbusters intended to operate in the future, including their financial membership capabilities.

The Chairman thanked Junkbusters for the Deputation and presentation.

CONFIRMATION OF MINUTES

RESOLVED

Minutes of the Technical Services Committee Meeting held on 26 November 2007, were confirmed.

**MOVED Cr Stewart
MOTION CARRIED (7/0)**

ITEMS REFERRED FROM INFORMATION BULLETIN – ISSUE NO. 22

The following items were included for information in the “Technical Services” section:

- **Outstanding Matters**
Report on Outstanding Matters – Technical Services Committee..... T-1
- **Minutes from Occasional/Advisory Committees**
Bungendore Park Management Committee – Oct 2007 T3
Bushcare and Environmental Advisory Committee – July 2007 T7
Armadale Gosnells Landcare Group Meeting – September 2007 T14
- **General Information**
Scientific Trial at Fletcher Park, Wungong..... T29
Parks and Leisure WA Email Newsletter – November 2007 T33

Committee noted the information and no further items were raised for discussion and/or further report purposes.

I N D E X

TECHNICAL SERVICES COMMITTEE

10 DECEMBER 2007

WASTE SERVICES

RESOURCE RECOVERY CENTRE – OPERATIONAL MANAGEMENT.....5

ENGINEERING, DESIGN AND DEVELOPMENT

CHAMPION LAKES SUBDIVISION – RESTRICTED COVENANTS 12

JULL STREET MALL – MAINTENANCE AND REFURBISHMENT..... 15

WUNGONG TRUNK MAINS..... 17

TENDERS

TENDER NO.26/07 – SUPPLY OF ONE 6 X 4 SIDE LOADING WASTE TRUCK20

MISCELLANEOUS

ARALUEN BOTANIC PARK – CROYDEN ROAD PARKING RESTRICTIONS23

LATE ITEMS

***SOUTH EAST METROPOLITAN REGIONAL COUNCIL – AMENDMENT
TO ESTABLISHMENT AGREEMENT AND CHANGE OF NAME27

CITY STAFF MANAGEMENT – TECHNICAL
SERVICES DIRECTORATE.....31

RESOURCE RECOVERY CENTRE – OPERATIONAL MANAGEMENT

WARD All
FILE REF
DATE 6 December
2007
REF BS
RESPONSIBLE
MANAGER EDTS

In Brief:

- The management of the Resource Recovery Centre (RRC) has been reviewed taking account of the City's investment and volunteer contributions.
- The City has the major role in the development of the RRC in the next five years.
- Input from actively contributing volunteers into the general operations of the RRC is valuable in maintaining volunteer morale and commitment.
- Extending the community's awareness of recycling is important and while the RRC is still developing, a grant programme to fund community group projects is a valuable way of extending community involvement.
- **Recommend**
That Council:
 1. Continue its operational control of the RRC at the Hopkinson Road site until the end of the 2012/13 financial year.
 2. Note the establishment of an Operations Group providing input to the detailed operations of the RCC
 3. Encourage the expansion of the RRC's activities with the expansion of the storage and display areas and the value adding activities.
 4. Provide a sum of \$3,000pa to fund community based waste diversion projects approved by Council after input from a group composed of participating volunteers.

Tabled Items

Nil.

Officer Interest Declaration

Nil.

Strategic Implications

Nil.

Legislation Implications

General assessment of relevant legislation (eg Local Government Act) has not revealed any restrictions.

Council Policy/Local Law Implications

General assessment has not revealed any applicable Policies/Local Laws.

Budget/Financial Implications

Nil.

Consultation

Nil.

BACKGROUND

The Resource Recovery Centre (RRC) has been operating for 2 ½ years. The RRC consists of the Drop “N” Shop (DnS), the refurbishment workshops and recovery of material from the tip face. In that time Council has invested \$390,000 in the project. It was set up with the aid of the Junkbusters Inc (JB) community group with the possibility of the group eventually taking over the operation. The legislative requirements of the City in conducting its operations have been difficult for JB to reconcile with their objectives. Two workshops have been held to find a way forward.

Three reports have been presented to Council since the project’s commencement. They dealt with:

1. the establishment of the RRC
2. the options available to Council for the ongoing management of the RRC
3. and the progress and future directions of the RRC

The resolutions are as follows:

1. At its meeting of 5 July 2004 Council resolved (T65/06/04) that:

- a) *establish a project agreement between Junkbusters and Council to setup and operate a Resource Recovery Centre at the Armadale Landfill And Recycling Facility for a 12 month period with an option to expand or renew the agreement*
- b) *receive a project progress report prior to completion of the initial agreement with recommendations on the continued operation of the Resource Recovery Centre.*
- c) *approve the infrastructure for the Resource Recovery Centre being constructed as detailed on the plan as presented at Attachment A1. Attached is the annual report from the Drop n Shop with proposals for the expansion of the resource recovery centre to establish a workshop for refurbishment and manufacture of various items, and an electronic waste dismantling trial.*

2.) At its meeting of 18 December 2006 Council resolved (T103/12/06) that

Prior to Council undertaking a formal tender process to identify a management partner that a workshop of the Drop N Shop Steering group be convened (chaired by an independent facilitator) in order that the members are fully informed about the process to be undertaken under the Local Government Act.

3.) At its meeting of 7 May 2007 Council resolved (T22/4/07) that :

1. *Receive the report on the Resource Recovery Centre operations.*

2. *Reaffirm its commitment to the objectives of bringing about significant community waste reduction and behavioural change and widespread community group involvement in waste reduction.*
3. *Consider \$120,000 for inclusion in 2007/08 Budget for facility expansion and staffing of the Drop N Shop.*
4. *Note Junkbusters Inc's desire to operate the Drop N Shop.*
5. *Review the management options for the Resource Recovery Centre at the end of 2007 calendar year.*

COMMENT

Labour hours

In 2005/06 Volunteers contributed approximately 1000 hours helping run the Drop 'N' Shop (DnS) and a further 100 hours for the Steering Group. During this period City employees' hours totalled approximately 1700 hours. As all independent volunteers were asked to join JB to work in the DnS their hours were attributed to JB.

It became apparent that there were people who were not happy with this arrangement. Once the requirement to be a JB member was removed, contribution attributions were:

Table 1

| Period | City Employees | | JB | | Other Volunteers | | Total |
|-------------------------|----------------|------------|------------|-----------|------------------|------------|-------------|
| | Hours | % | Hours | % | Hours | % | Hours |
| Jul-Dec 06 | 1248 | 58% | 220 | 10% | 675 | 32% | 2143 |
| Jan-Jun 07 | 1248 | 62% | 186 | 9% | 568 | 28% | 2002 |
| July-Nov07 (20weeks) | 930 | 62% | 64 | 4% | 497 | 33% | 1491 |
| Total | 3426 | 61% | 470 | 8% | 1740 | 31% | 5636 |

Note : percentages rounded

Council Contribution to the RRC project:

Infrastructure for project

- DnS shed and yard
- E-waste shed
- Community workshop shed
- Upgrade of toilets
- On site utility
- Sea containers for storage

- Storage racks for product placement

Infrastructure free for JB use

- 81m² workshop at the Hopkinson Road site
- Settlers Common building for monthly meetings

Council employees engaged on the Project

- Project Leader (32hours/week)
- Shop Assistant (16hours/week)
- Electrician - casual (proposed)
- Landfill attendant (7 hours/week)
- Volunteer Coodinator–contract (7 hours/week)
- Coordinator Waste Services (2 hours/week)
- Waste Services Administration Officer (2 hours/week)

Provision of Administration Services

- Financial services
- Payroll services
- Insurance
- Phone
- Power

Steering Group

Following the report to Council concerning the setup of the RRC, in February 2006 a Steering Group consisting of Council and JB was established to advise on the RRC operations and projects. Its membership was three Council officers and three JB members.

In the period June to September 2006 a number of meetings were held dealing with such matters as staffing levels - both paid and volunteer, employment contracts, price setting arrangements and consistency, the City's obligation to pay GST and projected operational development of the Drop 'n' Shop.

At the Steering Group meeting of the 20th September 2006, JB members decided the meeting could not go ahead as one of their members was not present. This was the last Steering Group Meeting held, as attendance of all Steering Group members could not be assured and hence meetings may have been called off at the last minute. In addition, JB was representative of a declining volunteer contribution as can be seen from Table 1.

Conciliatory Workshops

Two workshops have been held with JB volunteers and Council Staff.

The first was facilitated by SERCUL in December 2005, five months after the DnS opened.

The second was facilitated by Dr Liz Paterson on the 7th February 2007. JB stated at that workshop that they would be prepared to take over the running of the DnS in three years i.e. 2010-11.

Presentation to Technical Services Committee – April 2007

JB made a presentation to the Technical Services Committee on 23 April 2007. At that presentation, JB suggested they thought they would be able to operate the RRC from January 2008.

JB involvement in decision making

JB have been given the opportunity to be involved in decision making throughout the project. The operational decisions they have been involved with have often been beyond that normally offered to community groups, including:

- the project setup
- the infrastructure design
- the Project Leader selection
- the Project Leader annual assessment
- the refurbishment workshops layout.

Staffing

The contract of the Project Leader and the Shop Assistant were extended for 6 months to the second week in January 2008 to allow time for a management assessment of the project in accordance with the report to the April 2007 Technical Services Committee meeting.

Organisational Skills and Capabilities

The Organisational and individual skills required to operate the RRC are:

- Be able to work within the legal constraints of local government
- Be able to work within the community constraints of local government
- Have experience in running a small business
- Working with a wide range personalities
- Work with a range of volunteer, commercial, and government organisations
- Be environmentally aware
- Financial management capacity and experience to manage such an undertaking
- Volunteer resourcing to provide of the order 1000 volunteer days pa, including all Human Resource Management Factors as training, attendance records and insurances.
- Operational management skills including the acquisition of stock from the landfill site, operation of the retail facility including pricing and stock control, operation of refurbishment workshops, site security
- Understanding of waste reduction objectives and policies
- Community group relationship management
- Capability to design and deliver waste management projects
- Identification of the scale and type of support needed from the City or capacity to contribute to the City's waste minimisation, objectives and costs.

OPTIONS.

1. The City could undertake the management of the RRC with volunteers sourced through the City's own volunteer management programme.

2. The City could call for expressions of interest from organisations to manage the RRC under criteria to be set by the City to meet its waste reduction and minimisation objectives.

The City is still required to make significant infrastructure and operational investments in the RRC e.g. the completion of electrical goods assessment prior to sale to the public, the ongoing development of the refurbishment workshop, volunteer management systems, increased sheds and shelter to weather protect goods and materials for sale and the potential to extend opening hours. Therefore it is premature to out-source the operations of the RRC until its potential is fully explored. For example, extending the opening hours of the facility reinforces the community benefit of recycling goods by being available for receipt or sale over a longer period when the Hopkinson Road site is open to the public. All this work is most appropriately undertaken under the direct control of the City. Consequently the first option is the most advantageous to the Council and its community.

DETAILS OF PROPOSAL

The RRC is successfully operating with the Council employees working together with independent volunteers and will not be covering all its associated costs and investments even with the reintroduction of electrical sales and increasing recovery from the tip face. At this stage there appears to be no grounds to vary the current management arrangement.

It is therefore proposed for Council to continue its operational control of the RRC facility at the Hopkinson Road site until the end of the 2012/13 financial year. By this time the Regional Council's waste disposal scheme will be close to operational with Hopkinson Road integrated into the overall plan. It will also give time for the development of the projects outlined in the original RRC proposal.

As part of this plan it is proposed that the project leader will be moving from the management of the DnS to set up the e-waste trial, the community workshops, storage racks and improve the collection of material from the tip face. The day to day management of the DnS will be managed by sales supervisor with a shop assistant.

The supervisor will be responsible for the expansion of the Drop 'n' Shop facility's activities which will require developing of the storage and display areas. The opening times will be examined as part of the DnS development.

An Operational Group providing input to the operations of the RRC is intended to be an avenue for those actively participating in the operations to make an administrative contribution to the operations. The role of such a group is important. The establishment of an Operational Group to make input to the RRC is recommended.

While the RRC is not yet breaking even, nor likely to in the medium term, there is a benefit to Council of making funds available to community groups establishing recycling projects. The volunteers have made a considerable contribution to the set up of the RRC and in recognition of their input it is recommended that a sum of \$3,000, reviewed annually, be provided to fund community based waste diversion projects. These grants are to be approved by Council, after input from a group composed of participating volunteers.

CONCLUSION

The RRC is operating successfully with a group of volunteers from a wide range of community areas under direct City management. Maintaining Council management of the facility until the end of the 2012/13 financial year will allow the Regional Council to

integrate the Hopkinson Road Facility into its overall waste plan and allow the Hopkinson Road RRC to develop to its full potential.

Committee discussed this item at length. It was felt that No 2. in the recommendation enabled Junkbusters Inc to be included in the operation of the Resource Recovery Centre.

T103/12/07 RECOMMEND

That Council:

- 1. Continue its operational control of the Resource Recovery Centre at the Hopkinson Road site until the end of the 2012/13 financial year.**
- 2. Note the establishment of an Operations Group providing input to the detailed operations of the Resource Recovery Centre.**
- 3. Encourage the expansion of the Resource Recovery Centre facility's activities with the expansion of the storage and display areas and the value adding activities.**
- 4. Provide a sum of \$5,000pa to fund community based waste diversion projects approved by Council after input from a group composed of participating volunteers.**

MOVED Cr Everts
MOTION CARRIED (7/0)

CHAMPION LAKES SUBDIVISION – RESTRICTED COVENANTS

WARD Palomino
FILE REF SUB/
DATE 23 November
2007
REF SA
RESPONSIBLE MANAGER MTS

In Brief:

- As part of the Champion Lakes subdivision, there are a number of newly created lots that abut Lake Road. So as to ensure that crossovers are not constructed to Lake Road from these lots, restricted covenants are required to be placed on the respective titles. These covenants require Council's endorsement.
- **Recommend**
That Council resolves to sign and seal the restricted covenant agreement between itself and Landcorp for the six subject properties that abut Lake Road as part of the Champion Lakes subdivision.

Tabled Items

Nil

Officer Interest Declaration

Nil.

Strategic Implications

Physical Infrastructure and Caring for natural environment

Maintain and Improve physical infrastructure to meet the needs of the local community

Legislation Implications

General assessment of relevant legislation (eg Local Government Act) has not revealed any restrictions

Council Policy/Local Law Implications

Nil

Budget/Financial Implications

Nil

Consultation

With the developer, Landcorp

BACKGROUND

Landcorp have received Western Australian Planning Commission (WAPC) approval to subdivide a large portion of land on the northern side of Lake Road adjacent to the new rowing course, known as the Champion Lakes Subdivision.

As Council may be aware, the physical infrastructure for the first stage of development is nearing completion and as such the Developer will soon be seeking the City's clearance of its WAPC conditions to enable titles for the newly created lots to be issued.

As with other developments that are adjacent to roads of similar function to Lake Road, a number of lots that abut this road will have restricted covenants on their titles, such that access via crossovers is not permitted to this road. These subject lots have alternative road frontage to subdivisional roads of lesser traffic volumes and more suited to vehicular access. A plan illustrating the affected lots, shown on the Deposited Plan 57001 is attached.

In order for these restricted covenants to be applied to the subject lots, which is in effect an agreement between Landcorp i.e. the developer and the City of Armadale, a Council resolution is required endorsing the placement of the covenants on these titles.

CONCLUSION

In order for the Chief Executive Officer and the Mayor to sign the agreement, which must also include the common seal, it is recommended that Council resolve to endorse the placement of covenants on the titles of the six affected lots as shown on the attached plan.

T104/12/07 RECOMMEND

That Council resolves to sign and seal the restricted covenant agreement between itself and Landcorp for the six subject properties that abut Lake Road as part of the Champion Lakes subdivision.

MOVED Cr Stewart
MOTION CARRIED (7/0)

JULL STREET MALL – MAINTENANCE AND REFURBISHMENT

WARD Minnowarra
FILE REF
DATE 5 December
2007
REF VC
RESPONSIBLE
MANAGER MTS

In Brief:

- **Recommend**
That a report be presented to the Technical Services Committee to consider options for the future upgrade of the Jull Street Mall as soon as resources become available.

Tabled Items

Nil.

Officer Interest Declaration

Nil.

Strategic Implications

Nil.

Legislation Implications

General assessment of relevant legislation (eg Local Government Act) has not revealed any restrictions.

Council Policy/Local Law Implications

General assessment has not revealed any applicable Policies/Local Laws.

Budget/Financial Implications

Maintenance within 2007/2008 Budget.

Any improvement works would need to be included in a Budget

Consultation

Nil.

BACKGROUND

At the Ordinary Meeting of Council held on 2 October 2007, it was resolved (T/85/9/07):

“That a report be provided to the December 2007 Technical Services Meeting to allow Council to consider options for the future upgrade of the Jull Street Mall.”

COMMENT

The Technical Services Directorate has been unable to commence work on preparing this report due to lack of staff and resources and other priorities taking precedence.

T105/12/07 RECOMMEND

That a report be presented to the Technical Services Committee to consider options for the future upgrade of the Jull Street Mall as soon as resources become available.

MOVED Cr Butterfield
MOTION CARRIED (7/0)

WUNGONG TRUNK MAINS

WARD Various
FILE REF
DATE 5 December 2007
REF WAB
RESPONSIBLE
MANAGER CEO

In Brief:

- Water Corporation is undertaking the initial design stage of two major trunk pipelines to transport water to and from the Wungong and Canning storage reservoirs and is seeking Council's agreement in-principle for the pipeline routes.
- **Recommend**
That Council:
 1. Agrees in principle to the two proposed Wungong Trunk Main routes as shown in Attachment A2 of the Agenda, between the Nicholson Road Pump Station and the Mitchell Valve Complex Pump Station and secondly between the Mitchell Valve Complex Pump Station and the Connell Manning Valve Complex.
 2. That in principle agreement does not imply any approval or agreement to any matter arising from environmental assessments or approvals, Engineering matters related to detailed design or reinstatement and maintenance agreements related to construction.

Tabled Items

Nil.

Officer Interest Declaration

Nil.

Strategic Implications

Nil.

Legislation Implications

General assessment of relevant legislation (eg. Local Government Act) has not revealed any restrictions.

Council Policy/Local Law Implications

General assessment has not revealed any applicable policies/local laws.

Budget/Financial Implications

Nil.

Consultation

Water Corporation
Armadale Redevelopment Authority

BACKGROUND

Water Corporation is undertaking the initial design stage of two major water pipelines to carry water, both from the desalination plant and surface run off, to and from the Wungong and Canning storage reservoirs.

This project enables the Corporation to maintain a constant desalination production rate throughout the year and to release water into the Metropolitan distribution system. Discussions between the City, the Armadale Redevelopment Authority (ARA) and Water Corporation about route selection, standards of construction and reinstatement, long-term maintenance and communication plan development have taken place over an extended period of approximately 2 years. The Water Corporation Officers responsible for programme and project delivery made a presentation to the November 2006 Technical Services Committee.

The Water Corporation has now written to Council seeking agreement to the routes for the two pipelines *Attachment “A1” of the Agenda (see Summary of Attachments – Green Page)*.

- The east-west route between the pump station at the corner of Armadale Road and Nicholson Road and the valve chamber at the Wungong Reservoir out let pipe to the east of South West Highway;
- The north-south route from that valve chamber to the value chamber on Connell Avenue, Martin. Both pipes are 1.4m diameter.

The Water Corporation are seeking Council’s agreement to the routes so that they have comfort that their investment in the proposed length of main from just south of the Wungong Road/Church Avenue/Green Street intersection along Green Street to the north side of the realigned Green Street/Forrest Road intersection, a length of 1KM will not be lost. The timing of the work is proposed for February /March 2008 so as to fit into the ARA and the City’s planned Green Street upgrade and roundabout construction in this location, and is part of the ARA’s redevelopment of land to the west of Green Street and the proposed Australand development adjacent to the Fire Station. This length of pipeline has an estimated project cost of \$2M. It is in all parties’ interest for the pipeline to be constructed now. Were the pipeline to be constructed to the Water Corporation’s programme timelines, construction would occur in the 2009/10 construction season and result in a very significant disruption to an important strategic development in the Armadale CBD.

DETAILS OF PROPOSAL

The Corporation will be seeking formal assessment of the project through the Development Application process in accordance with the Planning and Development Act, 2005. However, the Corporation requires Council’s in-principle agreement to the proposed routes to enable further refinement as part of the detailed design process prior to formal assessment and to enable early construction the section of pipeline in Green Avenue.

Work is intended to be constructed over three stages as follows:

Stage 1 (approx 1.7 km) is planned for March-April 2008 and comprises two parts being a section along Wungong Road and Green Avenue within central Armadale and an upgrade section adjacent to the Wungong Dam site, south of Admiral Road.

Stage 2 (approx 10.7 km) is planned for summer 2008/09, extending from the corner of Mitchell Street & South West Highway in Wungong, through to the Nicholson Road Pump station, Forrestdale.

Stage 3 (approx 13.4km) is planned for summer 2009/10, extending from the corner of Mitchell Street & South West Highway in Wungong, through to Connell Avenue in Martin.

CONCLUSION

It is recommended that Council give in-principle agreement to the requested pipeline routes to enable the Water Corporation to:

- Have sufficient confidence that the investment in the 1km section of main in Green Street, Armadale will not be lost, as this work is being undertaken only to meet the ARA and City's development timescale.
- Proceed with detailed design and associated environmental approvals.

T106/12/07 RECOMMEND

That Council:

- 1. Agrees in principle to the two proposed Wungong Trunk Main routes as shown in Attachment A2 of the Agenda, between the Nicholson Road Pump Station and the Mitchell Valve Complex Pump Station and secondly between the Mitchell Valve Complex Pump Station and the Connell Manning Valve Complex.**
- 2. That in principle agreement does not imply any approval or agreement to any matter arising from environmental assessments or approvals, Engineering matters related to detailed design or reinstatement and maintenance agreements related to construction.**

MOVED Cr Butterfield
MOTION CARRIED (7/0)

TENDER NO.26/07 – SUPPLY OF ONE 6 X 4 SIDE LOADING WASTE TRUCK

WARD All
TEN/26/07
DATE 27 November
2007
REF JMC
RESPONSIBLE
MANAGER MTS

In Brief:

- Tender No. 26/07 was called for the Supply of One Side Loading Waste Truck
- International Acco P534 are offered for trade or outright purchase.
- Three tenders were received by the specified closing time.
- The tender from Skipper Trucks has been assessed as being the most advantageous to Council
- **Recommend:**
That with Tender No.26/07, for the Supply of One 6 x 4 Side Loading Waste Truck with McDonald Johnston Body, Council accept the tender of Skipper Trucks, for \$340,332.50 less Trade-ins \$45,000 and changeover of \$295,532.50 (including GST).

Tabled Items

Tenders received.

Officer Interest Declaration

Nil.

Strategic Implications

Corporate Services

To achieve maximum community benefit from effective use of resources (staff, finances and information technology).

Legislation Implications

General assessment of relevant legislation (eg Local Government Act) has not revealed any restrictions.

Council Policy/Local Law Implications

Assessment of Policies/Local Laws indicates that the following are applicable: -

Policy ENG-5 – Tendering and Purchasing

Budget/Financial Implications

Current budget allocation \$320,000

Consultation

Departmental Coordinator/Operators/Mechanical staff

BACKGROUND

Council currently owns five waste trucks that are utilised by Waste Service for waste collection. One of these trucks, an International Acco P534, is due for replacement, and is offered for trade or outright purchase.

Tenders were therefore called for Supply of One Side Loading Waste truck.

SELECTION CRITERIA

The selection criteria and weightings for the evaluation of the tenders are as follows

Table 1: Selection Criteria – Purchase

| Item No. | Description | Weighting |
|----------|------------------------|-------------|
| 1. | Tender Proposal | 10% |
| 2. | Operational Assessment | 20% |
| 3. | Mechanical Assessment | 20% |
| 4. | Whole of Life Costs | 50% |
| | Total | 100% |

DETAILS OF TENDERS RECEIVED

Three companies submitted conforming tenders for the supply of one 6 x 4 side loading waste truck with the option of two types of compactor body.

- WA HINO
- Skipper Trucks
- Major Motors
- Two non-conforming tenders were received for supply of body only, one for a McDonald Johnston body and one for a Wastemaster body.

The three conforming tenders for truck and body were assessed.

Tender Evaluation

Details of tenders received for One Side Loading Waste Truck are as follows:

Table 2: Tenders Received

| TENDERER | WA HINO | SKIPPER TRUCKS | MAJOR MOTORS |
|-----------|-------------------|----------------------|----------------------|
| MODEL | RANGER PRO 14 | IVECO Acco F2350G | ISUZU FVZ1400 |
| BODY TYPE | McDonald Johnston | McDonald Johnston | McDonald Johnston |
| PRICE | \$324,984.00 | \$340,532.50 | \$337,065.00 |
| TRADE-IN | \$45,000.00 | \$45,000 | \$0 |
| NET PRICE | \$279,984.00 | \$295,532.50 | \$337,065.00 |

TENDER EVALUATION

Waste trucks are constantly stopping and starting whilst collecting bins and as such, have an extremely high maintenance regime compared to trucks of a similar size in Council's other applications.

Council has previously owned Hino Waste trucks and the replacement parts and maintenance costs are high. As Hino trucks are not purpose built brakes were replaced at shorter periods of time.

Major Motors tendered the Isuzu F3Z 1400 cab chassis which is not a purpose built Waste truck and dual control and instrumentation are after market fitted. Isuzu trucks also have Airbag rear suspension which has proved not to stand up well to wear and tear when trucks unload at the landfill site.

The majority of waste trucks in Western Australia are International Acco trucks, which are purpose built and have heavy duty brakes fitted to counteract the wear and tear from constant stopping and starting.

Skipper Trucks is a well-established company who have provided a high level of service to the City of Armadale in the past.

All five International Acco waste trucks in the fleet have only required normal servicing and maintenance. Council's mechanical staff have indicated the truck is easy to maintain and suitable to perform the work required. Having all one brand of Waste truck allows the workshop to hold less replacement parts such as filters, hoses etc.

Referee checks were carried out with the following Councils, City of Canning, City of Melville, City of Wanneroo, City of Cockburn Shire, Town of Vincent, City of Rockingham, City of Swan and City of Mandurah.

Table 4: Tender Rankings

| Company | Make | Model | Body | Ranking |
|----------------|-------------|--------------|-------------------|----------------|
| Skipper Trucks | Iveco Acco | F2350G | McDonald Johnston | 1 |
| Major Motors | Isuzu | FV3Z1400 | McDonald Johnston | 2 |
| WA Hino | Ranger | PRO 14 | McDonald Johnston | 3 |

CONCLUSION

It is thus recommended that the tender be awarded to Skipper Trucks, who have satisfied the selection criteria and are ranked number one in the tender evaluation.

T107/12/07 RECOMMEND

That with Tender No.26/07, for the Supply of One 6 x 4 Side Loading Waste Truck with McDonald Johnston Body, Council accept the tender of Skipper Trucks, for \$340,332.50 less Trade-ins \$45,000 and changeover of \$295,532.50 (including GST).

MOVED Cr Scidone
MOTION CARRIED (7/0)

****ARALUEN BOTANIC PARK – CROYDEN ROAD PARKING RESTRICTIONS**

WARD JARRAH
FILE REF: EVT/1
DATE 22 JUNE 2007
REF CB
RESPONSIBLE EDTS
MANAGER

In Brief:

- At its Ordinary Meeting on 15 October 2007, Council resolved (CS87/10/87) to advise Treasury, Department of Infrastructure and the Araluen Botanic Park Foundation that following the Chilli Festival in February 2008 that Croyden Road would no longer be allowed to be used for parking for patrons to Araluen Botanic Park.
- Advice from The Chairman, Western Australian Planning commission has requested Council to defer its decision to implement parking restrictions on Croyden Road and allow current arrangements to continue until June 2009.
- **Recommend**
That Council:
 1. Rescind resolution CS87/10/07 which reads as follows:
The City of Armadale to advise Treasury, Department of Infrastructure and the Araluen Botanic Park Foundation that following the Chilli Festival in February 2008 that Croyden Road would no longer be allowed to be used for parking for patrons to Araluen Botanic Park.
 2. Agree in part to the request from the Western Australian Planning Commission to defer the decision to implement parking restrictions on Croyden Road and allow traffic management to continue on Croyden Road between Redtail Lane and the intersection of McNess Drive for events scheduled between now and the completion of the 2009 Chilli Festival.

Tabled Items

Nil.

Officer Interest Declaration

Nil.

Strategic Implications

Nil.

Legislation Implications

Assessment of legislation indicates that the following regulations apply: -

Section 3.50 of the Local Government Act 1995

- (1) *A local government may, by local public notice, order that a thoroughfare that it manages is wholly or partially closed for the passage of vehicles.*

Council Policy/Local Law Implications

Assessment of Policy / Local Law indicated that the following are applicable:

Council Policy ENG 3 – Road Closures for Events

Budget/Financial Implications

Nil.

Consultation

Nil.

BACKGROUND

At the Council meeting held on 2 October 2007, Cr Hart referred the following matter to the City Strategy Committee.

That the matter of Council's position from 2008 onwards in regard parking along Croyden Road during the Araluen Botanic Park events, be referred to the City Strategy Committee.

COMMENT

Committee agree that the additional events in the park over the last few years have caused major traffic management issues on Croyden Road affecting the amenity of local residents. As the Government is currently considering the management of Araluen Botanic Park this was considered to be an opportune time for the City to indicate that it can no longer support event parking along Croyden Road after February 2008 thereby requiring Park Management to contain parking on site for all events.

At its Ordinary Meeting on 15 October 2007, Council resolved (CS87/10/07) the following:

The City of Armadale to advise Treasury, Department of Infrastructure and the Araluen Botanic Park Foundation that following the Chilli Festival in February 2008 that Croyden Road would no longer be allowed to be used for parking for patrons to Araluen Botanic Park.

Following the above letters were written to a number of relevant Government Departments advising in part that following the 2008 Chilli Festival which is to be held in February 2008, Council will make the roads adjoining the Park "No Parking" and "No Standing" and will police these areas rigorously.

Subsequently advice has been received from The Chairman, Western Australian Planning Commission which states in part:

"THE WAPC through the Araluen Botanic Park Board is contemplating the future management scenarios upon transfer of management from the WAPC to the Botanic Gardens and Parks Authority. In fact, the Board of Management was set in place to manage the transition and I know that it has given consideration to a reduced level of attraction at Araluen to match budgetary and parking constraints as it contemplates different management operations. It has factored in the potential to limit events, both duration and number as part of the Park's longer-term management. Notwithstanding the desire to accommodate all car parking within the park, Croyden Road is a distributor with capacity to take some kerbside parking on occasions. The road has a function to serve land uses in addition to rural residences.

Your Council is aware that the State Government has been assessing alternative responsibility and funding models for the Park beyond June 2009. In that regard, a recent meeting with Treasury officers may have precipitated Council's decision to limit major events

after March 2008, which produces nearly half the operating revenue of the park with the balance currently provided by the WAPC as an operating grant.

The Foundation has a management lease of the Park from the WAPC until June 30 2009. It has long been intended that a new ownership and management structure would be in place by that date and I have no reason to doubt that will be the case.

It would be unfortunate if the last year of management by the Foundation was marred by it being unable to hold the Spring Tulip Festival in 2008. The Foundation, with the WAPC has invested some \$15 million in the Park over the last ten years and has built up community interest and values in the event to rank it as an important regional festival. There is an expectation that the tulips will bloom every September at Araluen.

It would be far preferable for Council to defer its parking restrictions on Croyden Road until after June 2009 when a new management model would be in place.

I believe the opportunity exists for an operational strategy to be adopted which adds on-site parking, reduces festival traffic and allows Croyden Road to be appropriately managed to all parties' satisfaction.

I can, on the part of the WAPC, undertake to ensure that such a strategy is a consideration of transfer of the Park to another agency such as the Botanic Gardens and Parks Authority.

For these reasons and particularly as it is essential to purchase tulip bulbs for the 2008 Festival by the end of November, that Council urgently reconsider its decision on the basis that:

- *The Park will come under new management in July 2009;*
- *The Board of Management will recommend a post 2009 management/operational strategy which recognises Council's policy for Croyden Road; and*
- *Additional precautions will be incorporated with the Traffic Management Plan for the 2008 Festival."*

SUMMARY

In view of the above information Council has two options to consider:

1. To rescind its earlier decision (CS87/10/07) and agree to the request from the Western Australian Planning Commission to defer its decision to implement parking restrictions on Croyden Road from the 2008 Chilli Festival until June 2009.
2. Not to agree to the request from the Western Australian Planning Commission and impose resolution (CS87/10/87) that following the 2008 Chilli Festival that Council will make the roads adjoining the Park "No Parking" and "No Standing" and will police these areas rigorously

Officer's recommendation is to continue with current traffic management arrangements and allow the one-way system on Croyden Road between Redtail Lane and the Lady McNess Drive intersection to continue for events held between now and the conclusion of the 2009 Chilli Festival which will in fact allow the Araluen Botanic Park one more Tulip Festival (2008) and two more Chill Festivals (2008 and 2009). The conditions for traffic management for the remaining festivals will be the same as previously approved by Council.

Committee discussed the matter of safety of parking on both sides of Croyden Road with restricted combined road and pedestrian ways and requested that the Traffic Management Plan ensure that parking will only occur on one side of the road.

T108/12/07 RECOMMEND

That Council:

1. Rescind resolution CS87/10/07 which reads as follows:

“The City of Armadale to advise Treasury, Department of Infrastructure and the Araluen Botanic Park Foundation that following the Chilli Festival in February 2008 that Croyden Road would no longer be allowed to be used for parking for patrons to Araluen Botanic Park.”

2. Agree in part to the request from the Western Australian Planning Commission to defer the decision to implement parking restrictions on Croyden Road and allow traffic management to continue on Croyden Road between Redtail Lane and the intersection of McNess Drive for events scheduled between now and the completion of the 2009 Chilli Festival.

**** ABSOLUTE MAJORITY REQUIRED**

MOVED Cr Scidone
MOTION CARRIED (7/0)

LATE ITEMS

******SOUTH EAST METROPOLITAN REGIONAL COUNCIL – AMENDMENT TO ESTABLISHMENT AGREEMENT AND CHANGE OF NAME***

WARD ALL
FILE REF
DATE 6 December 2007
REF WAB
RESPONSIBLE MANAGER EDTS

In Brief:

- Changes have been made to the definition of waste in the Draft Establishment Agreement.
- It is appropriate to rescind Resolution T94/11/07 and to adopt the redrafted Establishment Agreement as the other member Councils are still going through the adoption process.
- As the Regional Council is expanding its membership the name Rivers Regional Council was adopted by the Regional Council on 18/10/07.
- **Recommend**
 1. Rescind resolution T94/11/07 which reads as follows:
 1. *Adopt the Establishment Agreement of the South East Metropolitan Regional Council as outlined in Attachment “A1” of the Agenda (see Summary of Attachments – Green Page).*
 2. *Agree to the Deed of Amendment of the Establishment Agreement of the South East Metropolitan Regional Council as outlined in Attachment “A2” of the Agenda (see Summary of Attachments Green Page).*
 2. Adopt the revised Establishment Agreement of the South East Metropolitan Regional Council as outlined in Attachment “A3” of the Agenda (see Summary of Attachments – Green Page).
 3. Agree to the Deed of Amendment of the Establishment Agreement of the South East Metropolitan Regional Council as outlined in Attachment “A4” of the Agenda (see Summary of Attachments GreenPage).
 4. Note the change of name from South East Metropolitan Regional Council to the Rivers Regional Council

Tabled Items

Nil.

Officer Interest Declaration

Nil.

Strategic Implications

Nil.

Legislation Implications

General assessment of relevant legislation (eg. Local Government Act) has not revealed any restrictions.

Council Policy/Local Law Implications

General assessment has not revealed any applicable policies/local laws.

Budget/Financial Implications

Nil.

Consultation

John Woodhouse

BACKGROUND

In response to questions put to Mr John Woodhouse of Woodhouse Legal by member Councils it became apparent that some further amendments of the Establishment Agreement may be necessary. John Woodhouse has taken into consideration the affect of comments made by the Member Councils and incorporated some necessary changes to the Draft Establishment Agreement.

Mr Woodhouse has advised that in terms of *'the election of a presiding member when the Chairman and Deputy Chairman are not available'* section 5.35 of the Local Government Act 1995 will prevail.

DETAILS OF PROPOSAL

The Draft Establishment Agreement that was presented to the 3rd December 2007 Ordinary Council Meeting has been modified in the following areas:

- The definition of "Waste" has been deleted and replaced with a definition for "Household Waste". **"Household Waste"** means all waste from residential premises within the district of a Participant which is collected by or on behalf of a Participant but excludes that waste where it is garden waste, recyclable waste or bulk rubbish collected from other waste.
- Section 5. Regional Purposes part (a) has been modified to include Household
- Under section 5 Regional Purposes a new clause has been added which reads:

"(c) without limiting any of the other regional purposes set out in this clause::

- (i) to investigate and assess the possibilities and methodologies of undertaking the processing, recycling, treatment, sale and disposal of waste, other than Household Waste, which is delivered by the Participants (but not to carry out that undertaking); and*
- (ii) to acquire any interest in land considered by the RRC to be necessary or desirable to accommodate facilities for the processing, recycling, treatment, sale and disposal of waste referred to in sub-paragraph (i);"*

- In section 6.3 Election of Chairman and deputy chairman, clause (1) (a) has been delete and clauses (b) (i) and (ii) have been reformatted to clause (1) (a) and (b).

It is now believed that the modified Draft New Establishment Agreement ***Attachment "A-3 of the Agenda (see Summary of Attachments – Green Page)*** accommodates the necessary clauses to provide for the proper functioning of the South East Metropolitan Regional Council, the establishment of the resource recovery facility as well as the capacity to consider any other service or facility on a regional basis.

The Establishment Agreement may need to be amended from time-to-time to accommodate any agreed activities that do not accord with the current definition of regional purposes.

COMMENT

Name Change – Rivers Regional Council

When the City of Mandurah and the Shire of Serpentine Jarrahdale and Shire of Murray resolved to join the SEMRC, the question of a suitable name for the Council incorporating these members arose. After substantial discussion between the Elected Members and Technical Advisory Committee, the name “Rivers Regional Council” was preferred. The word “Rivers” reflected on common geographical features for all six councils.

Therefore as a result of the Amendment of the Establishment Agreement, allowing inclusion of the City of Mandurah, the Shire of Serpentine Jarrahdale and the Shire of Murray as participants in the Regional Council it is also appropriate to change the name of the South East Metropolitan Regional Council to incorporate the new members and therefore at its meeting of 18th October 2007 it was agreed to take on the new name of Rivers Regional Council.

CONCLUSION

It is recommended that Council rescind Resolution T94/11/07 and readopt the Draft Establishment Agreement presented at *Attachment “A-3” of the Agenda (see Summary of Attachments – Green Page)*. The principal modifications to the Establishment Agreement are the definition of waste and the change of name to Rivers Regional Council.

T109/12/07 RECOMMEND

That Council:

- 1. Rescind resolution T94/11/07 which read as follows:**
 - 1. Adopt the Establishment Agreement of the South East Metropolitan Regional Council as outlined in Attachment “A1” of the Agenda (see Summary of Attachments – Green Page).*
 - 2. Agree to the Deed of Amendment of the Establishment Agreement of the South East Metropolitan Regional Council as outlined in Attachment “A2” of the Agenda (see Summary of Attachments GreenPage).*
- 2. Adopt the Revised Establishment Agreement of the South East Metropolitan Regional Council as outlined in Attachment “A3” of the Agenda (see Summary of Attachments – Green Page).**
- 3. Agree to the Deed of Amendment of the Establishment Agreement of the South East Metropolitan Regional Council as outlined in Attachment “A4” of the Agenda (see Summary of Attachments Green Page).**

- 4. Note the change of name from South East Metropolitan Regional Council to the Rivers Regional Council**

***** ABSOLUTE MAJORITY REQUIRED FOR No.1 ABOVE.**

MOVED Cr Butterfield
MOTION CARRIED (7/0)

CITY STAFF MANAGEMENT – TECHNICAL SERVICES DIRECTORATE

WARD : All
DATE : 6 Dec 2007
REF : GD/AB
RESPONSIBLE : EDTS/
MANAGER : CEO/Manex

In Brief:-

- This report addresses the result of WA's resource boom on the local employment market and in turn the pressures being faced by the City's workforce.
- The Manex team has brought this matter forward as each Committee of Council needs to consider the ramifications for the City's productivity.
- It is recommended that Council note Management Executive's (Manex) report on the impact of the current economic climate on the human resource environment and the potential effect on the City's current programmes.

Tabled Items

Nil

Officer Interest Declaration

Nil

Strategic Implications

Strategic Plan:

- to foster an effective professional environment for the governance and administration of the City's services;
- to achieve maximum community benefit from effective use of resources (staff, finances, and information technology);
- to create a workplace where staff are innovative, confident and continue to learn

Legislation Implications

Local Government Act 1995:

- Sect. 2. 7(2)(a):
"The role of the council:
(2) *Without limited subsection (1), the council is to:-*
(a) *oversee the allocation of the local government's finances and resources.*
- Sect. 5.51(a)&(g):
"The CEO's functions are to:
(a) *advise the council in relation to the functions of a local government under this Act and other written laws:*
(g) *be responsible for the employment, management supervision, direction and dismissal of other employees (subject to 5.37(2) in relation to senior employees);*

Council Policy / Local Law Implications

Council's Policy ADM-5 – Staff Establishment Levels

Budget / Financial Implications

To be outlined in subsequent reports.

BACKGROUND

The development boom in Western Australia has created considerable pressure in most industries due to the lack of suitably qualified and experienced staff. The engineering and construction industry is one which is particularly suffering with problems being especially severe in government areas. Larger mining, construction and consultancy companies are paying considerable salary premiums to attract the limited number of suitable personnel and this has meant that many government areas, where salary packages are less flexible, are finding it almost impossible to fill vacant positions.

The Technical Services Directorate presently has a number of positions unfilled. The situation is exacerbated because of the growing number of subdivisions and housing developments in the area, together with the extra Council projects generated as a result of the Armadale Redevelopment Authority, increased traffic and community growth. This means that not only is it necessary to fill existing positions but also those extra positions which have been created to address the increased workload.

This report identifies the problems presently being experienced and provides some alternative solutions.

COMMENT

As long ago as June 2005 the Directorate started to experience difficulties in replacing staff. At that time following the ongoing failure to replace the position of Senior Project Engineer it became apparent that even to obtain the services of an engineer with less experience than the previous two incumbents would require a considerable increase in the salary package offered. In the end, the position remained unfilled, which impacted on the following projects:-

1. Preparation of a drainage scheme to help promote development in the Seville Grove area.
2. Further analysis of the Armadale Shale Quarry and associated issues.
3. Analysis of structural/asset preservation issues on floodlighting towers within the City.
4. Ecko Road precinct traffic management/consultancy with residents.
5. Lake Road level crossing – risk analysis of pedestrian crossing.
6. Analysis of electrical tariffs to reduce power expenditure on ovals.

More recently the Directorate has had to replace the following internal and external positions.

Project Manager
Asset Coordinator
Manager Civil Works
Senior Designer
ETO – (Design)
Surveyor
Subdivisional Engineer

The Directorate has 22 positions which are either vacant or being filled by contract staff.

Engineering and Design

| | |
|-------------------------|----------------------------|
| Project Manager | Vacant |
| Senior Project Engineer | Vacant |
| Asset Coordinator | Vacant |
| Asset Assistant | Vacant |
| Surveyor | Contractor |
| Senior Design Officer | Vacant |
| ETO Design | Contractor – 1 ½ days/week |
| Subdivisional Engineer | Vacant |

Parks

| | |
|----------------------------|-------------|
| Parks Technical Officer | Vacant |
| Supervisor Streetscapes | Vacant |
| Horticultural Apprentice | Flexi staff |
| Irrigation Fitter | Flexi staff |
| Parks Maintenance Operator | Flexi staff |

Civil Works - Construction

| | |
|--------------------------------|--------|
| Grader operator | Vacant |
| Leading hand drainage | Vacant |
| Drainage labourer | Vacant |
| Drainage labourer/truck driver | Vacant |
| Roller operator – steel | Vacant |
| Roller operator - multi | Vacant |
| Backhoe operator | Vacant |

Civil Works – Maintenance

Labourer Signs maintenance (workers comp position held open)

Property Services

Property Supervisor Vacant

As with the decision made in June 2005 it is possible to address some of the staff availability problem by simply accepting that projects will be delayed. In some instances this means that residents such as those in Armitage and Lefroy road have to wait longer to have issues addressed. With regard to other projects however, this method of addressing the problem is not ideal from a financial point of view. E.g. preparation of drainage schemes can reduce expenditure by Council and also attract extra development and therefore rateable income. Also the analysis of electrical tariffs on Council ovals has the potential to provide significant (tens of thousands of dollars) in annual savings.

The lack of availability of design and construction personnel may necessitate the diverting of funds from construction of new projects to maintenance/preservation of existing assets. For instance the funding for road construction projects could be diverted to road resurfacing or concrete path provision. While this does not fulfil the Council's strategic objective of refurbishing and extending its network, it at least ensures that the current asset is being preserved.

One option for addressing the lack of design resources is to appoint consultants to carry out these works but this is not as effective or efficient an option as may be anticipated for the following reasons:

1. Council staffing resources are still required to prepare and document briefs for the works and to carry out assessment of the design.
2. Consultants are experiencing similar problems in attracting quality staff which has been highlighted recently with a number of projects in the last two months where consultants have been asked to prepare designs but Council staff have had to spend extensive amounts of time either redesigning the work and/or rebriefing a number of consultant personnel as turnover has affected the project. As an example a consultant was appointed to carry out the design of Wright Road to facilitate its construction during the Christmas school holidays and at the time of writing this report the design was already one month behind schedule and moves have been made to postpone the works possibly until Christmas 2008.
3. The cost of consultants to carry out work is far higher than Council's work on which design budgets are based. Examples include the committed funding for Wright Road of approximately \$30,000 i.e. equivalent to one Council designer for eight months. Also three quotes received for the design of Warton Road between Nicholson Road and Armadale Road where all in the region of \$150,000; arrangements have been made for an internal hourly rate contractor to carry out the work under the supervision of the Manager of Engineering Design at an estimated cost of approximately \$50,000.

The option not to carry out work or to divert funds to work requiring less preparation, does not exist with regard to development matters. A significant component of work in the Technical Services Directorate is presently generated as a result of the development industry and the ARA's activities. Already delays are being experienced with regard to the processing of building licences for multi unit developments and subdivisions. Not only does this mean that customer service levels for developers are below a desirable level but it also means that staff come under considerable pressure to rush clearances, seriously increasing the risk of inadequate design which can have significant cost implications to Council in the future.

The ARA have advised that subdivisions within the Wungong Urban Water Area will be commencing early in 2008. This means that the expected workload in the development approvals area will approximately double. At present staff resources in this area include one subdivisional engineer, one subdivisional assistant and approximately half one extra FTE made up from joint inputs from other staff (mainly Manager Technical Services). Based on the above anticipated increase in workload it could be assumed that at least 2 extra staff will be required in future with funding for such positions being made available substantially from developers "subdivisional supervision fees". A recent advertisement seeking one extra position resulted in no applications from staff of appropriate experience.

CONCLUSION

The Manex team has brought this matter forward as each Committee of Council needs to consider the ramifications for the City's productivity.

In order to address the resourcing problems the following steps become necessary:

1. Office staff strictly prioritise their work to ensure that the most significant issues receive priority. Minor projects can be expected to have delays.

2. Assess the works programme and in particular consider the ability of existing resources to design and construct current projects. Depending upon the outcomes of this assessment consideration may be given to recommending the reallocation of funds to “contract based” works such as concrete footpath installation and asphalt resurfacing, still within the 5 Year Works Programme.
3. Support a corporate approach to examine flexible and innovative methods of remuneration in critical staffing areas whilst ensuring that unacceptable equity distortions are not created, with their attendant staff morale problems.

T110/12/07 RECOMMEND

That Council note Management Executive’s (Manex) report on the impact of the current economic climate on the human resource environment and the potential effect on the City’s current programmes.

(To be considered in conjunction with reports from City Strategy, Community Services and Development Services Committees.)

MOVED Cr Butterfield
MOTION CARRIED (7/0)

COUNCILLORS' ITEMS

Nil.

Cr Knezevich wished Councillors and staff a merry Christmas and happy New Year

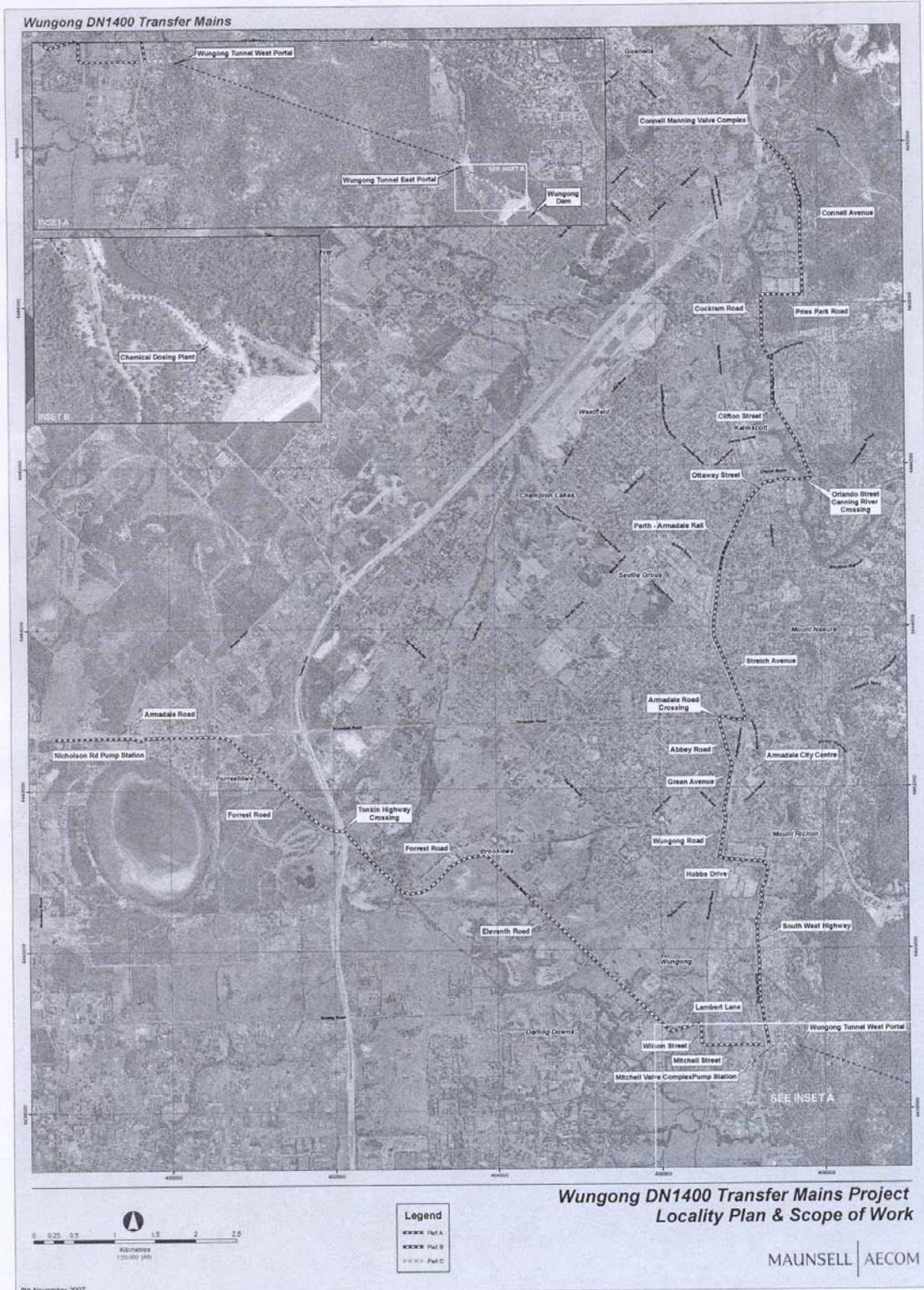
MEETING CLOSED 9.00 PM.

TECHNICAL SERVICES COMMITTEE

SUMMARY OF "A" ATTACHMENTS

10 DECEMBER 2007

| Attachment No. | Subject | Page |
|-----------------------|--|-------------|
| A-2 | Map of Wungong Mains | 38 |
| A3 | Establishment Agreement of the Rivers Regional Council | 39 |
| A4 | Deed of Amendment - SEMRC | 60 |



Dated 2007

CITY OF ARMADALE

and

CITY OF GOSNELLS

and

CITY OF SOUTH PERTH

**ESTABLISHMENT AGREEMENT
OF THE
RIVERS REGIONAL COUNCIL**

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Subiaco WA 6008
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TABLE OF CONTENTS

RECITALS 1

OPERATIVE PART..... 1

1. DEFINITIONS AND INTERPRETATION 1

 1.2 Interpretation 3

2. SECOND ESTABLISHMENT AGREEMENT REVOKED 4

3. NAME 4

4. REGION 4

5. REGIONAL PURPOSES 4

6. THE COUNCIL 5

 6.1 Appointment of members 5

 6.2 Tenure of members of the RRC Council 5

 6.3 Election of chairman and deputy chairman 5

 6.4 Tenure of chairman and deputy chairman 6

 6.5 Role of chairman 6

 6.6 Role of deputy chairman 6

 6.7 Role of members of RRC Council 6

7. CONTRIBUTIONS TO A BUDGET DEFICIENCY, A DEFICIT OR AN ANTICIPATED EXCEPTIONAL DEFICIT 7

 7.1 Application of clause 7

 7.2 Contributions by Participants towards a Budget Deficiency, a Deficit or an Anticipated Exceptional Deficit 7

 7.3 Time for payment of contributions 7

 7.4 Late payment of contributions 8

8. CONTRIBUTIONS TO THE ACQUISITION OF LAND 8

9. DISTRIBUTION OF A PAID SURPLUS 8

 9.1 Application of clause 8

 9.2 Acknowledgment 8

 9.3 Distribution of Paid Surplus between the Participants 8

10. WINDING UP 8

 10.1 Winding up by agreement 8

 10.2 Division of assets 8

 10.3 Division of liabilities 9

11. WITHDRAWAL OF A PARTICIPANT 9

 11.1 Withdrawal only by agreement 9

 11.2 Notice 9

 11.3 Negotiations in good faith 9

 11.4 Requirements of agreement 9

 11.5 Matters relevant to negotiations 10

 11.6 Failure to reach agreement 10

12. BORROWINGS 10

13. DISPUTE RESOLUTION 10

 13.1 No proceedings 10

 13.2 Notification of dispute 11

 13.3 Reasonable efforts to resolve Dispute 11

 13.4 Dispute resolution process 11

 13.5 Arbitration 11

 13.6 Legal representation 11

SCHEDULE 1 13

SCHEDULE 2 14

SCHEDULE 3 16

SCHEDULE 4 17
EXECUTED by the Parties 18

DRAFT

AGREEMENT

THIS ESTABLISHMENT AGREEMENT dated 2007

BETWEEN CITY OF ARMADALE of 7 Orchard Avenue, Armadale, Western Australia

AND CITY OF GOSNELLS of 2120 Albany Highway, Gosnells, Western Australia

AND CITY OF SOUTH PERTH of Civic Centre, Sandgate Street, South Perth, Western Australia

("the Participants")

RECITALS

- A. By the First Establishment Agreement the Participants agreed to establish a regional local government named the South East Metropolitan Regional Council.
- B. The Minister approved the First Establishment Agreement and, in the Government Gazette dated 3 July 2001, the Minister declared the establishment of the South East Metropolitan Regional Council pursuant to section 3.61 of the Local Government Act 1995.
- C. By the Second Establishment Agreement the Participants agreed to amend the First Establishment Agreement by revoking it and substituting it with the Second Establishment Agreement. Under the Second Establishment Agreement the name continued as the South East Metropolitan Regional Council.
- D. The Participants have agreed to amend the Second Establishment Agreement by revoking it and substituting it with this Establishment Agreement. Under this Establishment Agreement the name is to be changed to the Rivers Regional Council.
- E. The Participants have resolved on the dates referred to in Schedule 1 to enter into this Establishment Agreement and to submit it to the Minister for approval.

OPERATIVE PART

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Establishment Agreement, unless the contrary intention appears:

"Act" means the Local Government Act 1995;

"Anticipated Exceptional Deficit" means the amount, if any, of a Deficit which, during a financial year the RRC determines will, or is likely to, occur in that year by reason of:

- (i) an expense for which no expenditure estimate is included in the RRC's annual budget for that year; or
- (ii) an expense for which an expenditure estimate is included in the RRC's annual budget for that year but the expense is exceptional having regard to that estimate; or
- (iii) a shortfall in income for which an income estimate is included in the annual budget for that year but the shortfall is exceptional having regard to that estimate;

"Budget Deficiency" has the same meaning as the expression "budget deficiency" is given in Part 6 of the Act;

"Deficit", for a financial year, means the amount, if any:

- (a) by which the expenses of the RRC exceeds the revenues and other income of the RRC; and
- (b) which is shown as such in the annual financial report, for that year, prepared by the RRC in accordance with the Act and the regulations made under the Act;

"district" has the same meaning as given to it in the Act;

"Household Waste" means all waste from residential premises within the district of a Participant which is collected by or on behalf of a Participant but excludes that waste where it is garden waste, recyclable waste or bulk rubbish collected separately from other waste.

"First Establishment Agreement" means the establishment agreement between the Participants dated 24 May 2001 as varied by a deed of variation between the Participants undated but stamped 11 April 2002 and approved by the Minister;

"Minister" means the Minister of the Crown to whom the administration of the Act is for the time being committed by the Governor and includes a Minister of the Crown for the time being acting for or on behalf of the Minister;

"Operative Date" means the date of approval by the Minister of this Establishment Agreement;

"Paid Surplus" means a Surplus or portion of a Surplus which the RRC determines is to be paid to the Participants;

"Participants" means the parties to this Establishment Agreement and **"Participant"** means any one of them;

"Region" means the districts of the Participants;

"Regional Purpose" means any regional purpose referred to in clause 6;

"RRC" means the Rivers Regional Council;

"RRC Council" means the council of the RRC;

"Second Establishment Agreement" means the establishment agreement between the Participants dated 10 January 2005 and approved by the Minister;

"Surplus", for a financial year, means the amount, if any:

- (a) by which the revenues and other income of the RRC exceeds the expenses of the RRC; and
- (b) which is shown as such in the annual financial report, for that year, prepared by the RRC in accordance with the Act and the regulations made under the Act.

1.2 Interpretation

In this Establishment Agreement, unless the contrary intention appears:

- (a) words suggesting the singular include the plural and vice versa;
- (b) words suggesting any gender include any other gender;
- (c) reference to a person include a company, corporation, an unincorporated or incorporated association or statutory authority;
- (d) references to clauses, paragraphs, subparagraphs and Schedules are to clauses, paragraphs, and subparagraphs of, and schedules to, this Establishment Agreement as amended from time to time in accordance with the Act;
- (e) headings used for clauses, paragraphs, subparagraphs, Schedules and the table of contents are for ease of reference only and do not affect the interpretation of this Establishment Agreement;
- (f) references to laws include any modification or re-enactment of those laws, or any legislative provisions substituted for those laws, and all orders, local laws, planning schemes, by-laws, regulations and other statutory instruments issued under those laws;
- (g) a reference to the word "includes" means includes without limitation and a reference to the word "including" means including without limitation;
- (h) a reference to any body is:
 - (i) if that body is replaced by another organisation, taken to refer to that organisation; and
 - (ii) if that body ceases to exist, taken to refer to the organisation which most nearly or substantially serves the same purposes or objects as that body; and

- (i) all dollar amounts specified in this Establishment Agreement are in Australian dollars.

2. SECOND ESTABLISHMENT AGREEMENT REVOKED

The Second Establishment Agreement is revoked and substituted with this Establishment Agreement commencing on the Operative Date.

3. NAME

The name of the regional local government is the Rivers Regional Council.

Footnote:

1. Section 3.62(1) of the Act provides that a regional local government is a body corporate with perpetual succession and a common seal.
2. A regional local government has the same general function of a local government including its legislative and executive functions. See Part 3 and section 3.66 of the Act.
3. Except as stated in section 3.66, the Local Government Act 1995 applies to a regional local government as if:
 - (a) the participants' districts together made up a single district; and
 - (b) the regional local government were the local government established for that district.

4. REGION

The RRC is established for the Region.

5. REGIONAL PURPOSES

The RRC is established for the following regional purposes:

- (a) to undertake the processing, recycling, treatment, sale and disposal of Household Waste delivered by the Participants;
- (b) to investigate and assess the possibilities and methodology of carrying out and to identify funding opportunities for, any service or facility on a regional basis;
- (c) without limiting any of the other regional purposes set out in this clause:
 - (i) to investigate and assess the possibilities and methodologies of undertaking the processing, recycling, treatment, sale and disposal of waste, other than Household Waste, which is delivered by the Participants (but not to carry out that undertaking); and
 - (ii) to acquire any interest in land considered by the RRC to be necessary or desirable to accommodate facilities for the processing, recycling, treatment, sale and disposal of waste referred to in sub-paragraph (i);"
- (d) to influence and liaise with local, State and Federal Governments in the development of policies and legislation for the benefit of the Region;
- (e) to provide advice, information and education to the Participants and the communities of the Participants in relation to the functions of the Participants; and

- (f) to carry out and do all other acts and things which are reasonably necessary for the bringing into effect of the purposes referred to in paragraphs (a) to (d) inclusive of this clause.

Footnotes:

1. In certain circumstances, a proposal to carry out a Regional Purpose may require the preparation of a business plan under the Act – see section 3.59.
2. The RRC is required to plan for the future of the Region by virtue of section 5.56(1) of the Act.
3. Regulations 19C and 19D of the Local Government (Administration) Regulations 1996 deal with plans for the future.

6. THE COUNCIL

6.1 Appointment of members

- (1) A Participant is to appoint 2 members of the council of the Participant to be a member of the RRC Council.
- (2) A Participant may appoint a member of the council of the Participant who may act temporarily in place of a member of the RRC Council, appointed by the Participant, during any period in which the member of the RRC Council is unable by reason of illness, temporary absence from the State, conflict of interest or for any other cause to perform the functions of the office.

Footnote:

Section 3.62(b) of the Act provides that a regional local government is to have, as its governing body, a council established under the Establishment Agreement and consisting of members of the councils of the participants.

6.2 Tenure of members of the RRC Council

A member of the RRC Council holds office until:

- (a) the Friday prior to the day on which the next biennial ordinary election to elect councillors of the Participant which appointed that member is to be held under the Act;
- (b) the member ceases to be a member of the council of the Participant; or
- (c) the member is removed by the Participant,

whichever is the earlier.

Footnote:

Sections 2.32 and 2.33 of the Act set out circumstances in which the office of a member of a councillor becomes vacant.

6.3 Election of chairman and deputy chairman

- (1) The members of the RRC Council are to elect a chairman and a deputy chairman:
 - (a) at the first meeting of the RRC Council following the day on which biennial ordinary elections to elect councillors to the Participants are held; or

- (b) if those biennial ordinary elections are held on more than one day then at the first meeting of the RRC Council following the latest of those days.
- (2) If the office of chairman or deputy chairman becomes vacant then the members of the RRC Council are to elect a new chairman or deputy chairman, as the case requires.
- (3) The election of the chairman and deputy chairman is to be conducted by the CEO in accordance with the procedure prescribed under the Act for the election of a mayor and a deputy mayor, respectively, by a council.

6.4 Tenure of chairman and deputy chairman

The chairman and deputy chairman hold those offices until the election of a new chairman and deputy chairman pursuant to clause 6.3(1).

6.5 Role of chairman

The chairman:

- (a) presides at meetings of the RRC Council;
- (b) carries out civic and ceremonial duties on behalf of the RRC;
- (c) speaks on behalf of the RRC;
- (d) performs such other functions as are given to the chairman by the Act, any other written law or this Agreement; and
- (e) liaises with the CEO of the RRC on the RRC's affairs and the performance of its functions.

Footnotes:

- 1. The role of the RRC Council is set out in section 2.7 of the Act.
- 2. The functions of the CEO are set out in section 5.41 of the Act.
- 3. The chairman may agree to the CEO speaking on behalf of the RRC - see section 5.41(f) of the Act.

6.6 Role of deputy chairman

- (1) The deputy chairman performs the functions of the chairman when authorised to do so under this clause.
- (2) If:
 - (a) the office of chairman is vacant; or
 - (b) the chairman is not available or is unable or unwilling to perform the functions of chairman,

then the deputy chairman may perform the functions of chairman.

6.7 Role of members of RRC Council

A member of the RRC Council:

- (a) represents the interests of the ratepayers and residents of the Region;
- (b) facilitates communication between the community of the Region and the RRC Council;
- (c) participates in the RRC's decision-making processes at meetings of the RRC Council and its committees; and
- (d) performs such other functions as are given to the member by the Act or any other written law.

7. CONTRIBUTIONS TO A BUDGET DEFICIENCY, A DEFICIT OR AN ANTICIPATED EXCEPTIONAL DEFICIT

7.1 Application of clause

- (1) This clause applies if in any year:
 - (a) a Budget Deficiency is disclosed in the annual budget of the RRC;
 - (b) a Deficit is disclosed in the annual financial report of the RRC; or
 - (c) an Anticipated Exceptional Deficit is determined by the RRC.
- (2) This clause applies only to a Budget Deficiency or a Deficit which occurs after the Operative Date or to an Anticipated Exceptional Deficit which is determined after the Operative Date.

7.2 Contributions by Participants towards a Budget Deficiency, a Deficit or an Anticipated Exceptional Deficit

The Participants must pay to the RRC contributions towards a Budget Deficiency, a Deficit, or an Anticipated Exceptional Deficit as the case may be, in accordance with the steps set out in Schedule 2.

7.3 Time for payment of contributions

The contributions referred to in clause 7.2 must be paid by each Participant to the RRC within 42 days, or any earlier time agreed by the Participants, after:

- (a) in the case of contributions towards a Budget Deficiency – the date on which the annual budget is prepared and adopted by the RRC;
- (b) in the case of contributions towards a Deficit – the date on which the annual financial report is prepared and submitted to the RRC's auditor;
- (c) in the case of contributions towards an Anticipated Exceptional Deficit – the date on which the Anticipated Exceptional Deficit is determined by the RRC.

7.4 Late payment of contributions

If a Participant fails to pay the contribution referred to in clause 7.2 on or before the due date for payment then, in addition to the contribution, the Participant must pay to the RRC interest on the contribution at the overdraft rate charged by the RRC's bank on amounts of the same size as the unpaid contribution calculated from and including the due date to but excluding the actual date of payment.

8. CONTRIBUTIONS TO THE ACQUISITION OF LAND

- (1) Where the RRC Council determines that the Participants are to make contributions towards the acquisition of land then the Participants must make those contributions in equal proportions.
- (2) Contributions referred to in subclause (1) are capital contributions for the purpose of clauses 10.2 and 11.5.

9. DISTRIBUTION OF A PAID SURPLUS

9.1 Application of clause

This clause applies only to a Paid Surplus which occurs after the Operative Date.

9.2 Acknowledgment

The Participants acknowledge that it is for the RRC to determine if a Surplus or portion of a Surplus is to be paid to the Participants and the manner and timing of any payment, having regard to the prudent management of its cash flow and financial requirements and other relevant matters.

9.3 Distribution of Paid Surplus between the Participants

The Participants agree that any Paid Surplus is to be distributed between them in proportions calculated in accordance with Schedule 3.

10. WINDING UP

10.1 Winding up by agreement

The RRC is to be wound up by agreement of all of the Participants.

Footnote:

Section 3.63(1) of the Act provides as follows:

- "(1) A regional local government is to be wound up –
- (a) at the direction of the Minister; or
 - (b) in accordance with the establishment agreement."

10.2 Division of assets

- (1) If the RRC is to be wound up and there remains, after satisfaction of all its debts and liabilities, any property and assets of the RRC then the property and assets are to be realised and:
 - (a) firstly, to the extent that the proceeds, along with any surplus funds, are

sufficient to do so the Participants are to be repaid their respective capital contributions as shown in the accounting records of the RRC; and

- (b) secondly, the balance, if any, is to be divided among the Participants in the proportions set out in Schedule 4.
- (2) For the avoidance of doubt, for the purposes of subclause (1), the capital contributions of the Participants do not accrue interest.

10.3 Division of liabilities

If the RRC is to be wound up and there remains any liability or debt in excess of the realised property and assets of the RRC then the liability or debt is to be met by each of the Participants in the proportions set out in Schedule 4.

11. WITHDRAWAL OF A PARTICIPANT

11.1 Withdrawal only by agreement

A Participant may only withdraw from the RRC by agreement in writing between the Participants.

11.2 Notice

A Participant wishing to withdraw from the RRC must give to each of the other Participants and to the RRC, notice in writing of its wish to do so.

11.3 Negotiations in good faith

The Participants must negotiate in good faith with a view to reaching agreement and the Participants must do so:

- (a) as soon as practicable following receipt of a notice under clause 11.2; and
- (b) from time to time when reasonably requested to do so by any one of the Participants.

11.4 Requirements of agreement

An agreement under clause 11.1:

- (a) is to specify the agreed date on which the withdrawal is to take effect; and
- (b) is to specify either:
 - (i) the agreed amount to be paid to or by the withdrawing Participant; or
 - (ii) the agreed methodology for determining the amount to be paid to or by the withdrawing Participant.

11.5 Matters relevant to negotiations

When negotiating under clause 11.3, the Participants are to have regard to:

- (a) the following principles:
 - (i) if the RRC has an excess of assets over liabilities as shown in the financial statements of the RRC, then the withdrawing Participant's proportionate entitlement to the excess is to be determined as if the RRC were being wound up and:
 - (A) firstly, to the extent that the withdrawing Participant's proportionate entitlement to the excess is sufficient to do so, the withdrawing Participant is to be given credit for its capital contributions as shown in the accounting records of the RRC;
 - (B) secondly, the withdrawing Participant is to be given credit for any balance remaining of that proportionate entitlement to the excess; or
 - (ii) if the RRC has an excess of liabilities over assets as shown in the financial statements of the RRC, then the withdrawing Participant's proportionate liability for the excess is to be determined as if the RRC were to be wound up and then the withdrawing Participant must meet its proportionate liability of the excess; and
- (b) any factor or circumstances considered relevant by the Participants including any financial consequences for the RRC and the Participants other than the withdrawing Participant, associated with any contractual obligations of the RRC, by reason of the proposed withdrawal.

11.6 Failure to reach agreement

Any failure by the Participants to reach agreement under this clause is not to be treated as a dispute for the purpose of clause 13.

12. BORROWINGS

Part 6, Division 5, Subdivision 3 of the Act is to apply.

Footnote:

1. Section 3.66(4) of the Act provides that Part 6, Division 5, subdivision 3 does not apply in relation to a regional local government unless the Establishment Agreement provides that it does.
2. Part 6, Division 5, subdivision 3 of the Act deals with borrowings and includes the power to borrow and restrictions on borrowings.

13. DISPUTE RESOLUTION

13.1 No proceedings

A party must not start arbitration proceedings in respect of a dispute arising out of this Agreement ("**Dispute**") unless it has complied with this clause.

13.2 Notification of dispute

A party claiming that a Dispute has arisen must notify the other parties to the Dispute giving details of the Dispute.

13.3 Reasonable efforts to resolve Dispute

- (1) During the 14 day period after a notice is given under clause 11.2 (or longer period agreed in writing by the parties) ("**Negotiation Period**"), the parties must use their reasonable efforts to resolve the Dispute.
- (2) Within the first 7 days of the Negotiation Period, if the Dispute continues, the chief executive officers of the parties and the chief executive officer of the RRC, must meet, and use their reasonable endeavours to resolve the Dispute.

13.4 Dispute resolution process

If the Dispute is not resolved within the Negotiation Period, the parties must meet and endeavour to agree on:

- (a) a process for resolving the Dispute other than by litigation or arbitration (such as by further negotiations, mediation, conciliation or expert determination);
- (b) the procedure and timetable for any exchange of documents and other information relating to the Dispute;
- (c) the procedural rules and timetable for the conduct of the selected mode of proceeding;
- (d) a procedure for the selection and compensation of any independent persons engaged by the parties to assist in resolution of the Dispute; and
- (e) whether or not the parties should seek the assistance of a dispute resolution organisation.

13.5 Arbitration

If the Parties are unable to agree on a process for resolving the Dispute in accordance with clause 13.4 within 21 days after the Negotiation Period then any party may notify the others in writing ("**arbitration notice**") that it requires the dispute to be referred to arbitration then, upon receipt of the arbitration notice by the recipients, the dispute is referred to arbitration under and in accordance with the provisions of the Commercial Arbitration Act 1985.

13.6 Legal representation

For the purposes of the Commercial Arbitration Act 1985, the Participants consent to each other and to the RRC being legally represented at any arbitration.

Footnotes:

1. Amendment of Establishment Agreement

The Participants may amend this Establishment Agreement by agreement made with the Minister's approval - see section 3.65(1) of the Act.

2. Admission of Other Local Governments

This Establishment Agreement can be amended to include another local government as a party to the amending agreement - see section 3.65(2) of the Act.

DRAFT

SCHEDULE 1

| PARTICIPANT | DATE OF RESOLUTION TO ENTER INTO THIS ESTABLISHMENT AGREEMENT |
|---------------------|---|
| CITY OF ARMADALE | _____ 2007 |
| CITY OF GOSNELLS | _____ 2007 |
| CITY OF SOUTH PERTH | _____ 2007 |

DRAFT

SCHEDULE 2

**CALCULATION OF CONTRIBUTIONS TOWARDS A BUDGET DEFICIENCY, A
DEFICIT OR AN ANTICIPATED EXCEPTIONAL DEFICIT**

2.1 Contributions towards a Budget Deficiency

Each Participant must pay a contribution towards the Budget Deficiency calculated as follows:

$$\text{Participant's contribution} = \text{BD} \times \frac{\text{TP}}{\text{TTP}}$$

Where:

- (a) BD is the Budget Deficiency;
- (b) TP is the number of tonnes of the Participant's Waste in the previous year;
- (c) TTP is the number of tonnes of all of the Participants' Waste in the previous year;
- (d) "previous year" means the financial year preceding the financial year in which the Budget Deficiency is to occur.

2.2 Contributions towards a Deficit

Each Participant must pay a contribution towards the Deficit calculated as follows:

$$\text{Participant's contribution} = \text{D} \times \frac{\text{TP}}{\text{TTP}}$$

Where:

- (a) D is the Deficit;
- (b) TP is the number of tonnes of the Participant's Waste in the relevant year;
- (c) TTP is the number of tonnes of all of the Participants' Waste in the relevant year;
- (d) "relevant year" means the financial year in which the Deficit occurs.

2.3 Contributions towards an Anticipated Exceptional Deficit

Each Participant must pay a contribution towards the Anticipated Exceptional Deficit as follows:

$$\text{Participant's contribution} = \text{AED} \times \frac{\text{PT}}{\text{PTT}}$$

Where:

- (a) AED is the Anticipated Exceptional Deficit;
- (b) PT is the number of tonnes of the Participant's Waste in the previous year;
- (c) PTT is the number of tonnes of all of the Participants' Waste in the previous year;
- (d) "previous year" means the financial year preceding the financial year in which the Anticipated Exceptional Deficit is determined.

DRAFT

SCHEDULE 3
CALCULATION OF PROPORTIONS IN WHICH PARTICIPANTS ARE TO
RECEIVE A PAID SURPLUS

3.1 Calculation of proportions

Each Participant is to receive a proportion of the Paid Surplus calculated as follows:

$$\text{Participant's proportion} = \text{PS} \times \frac{\text{TP}}{\text{TTP}}$$

Where:

- (a) PS is the Paid Surplus;
- (b) TP is the number of tonnes of the Participant's Waste in the relevant year;
- (c) TTP is the number of tonnes of all of the Participants' Waste in the relevant year;
- (d) "relevant year" means the financial year in which the Surplus occurs.

SCHEDULE 4

PROPORTIONS OF PARTICIPANTS FOR THE PURPOSE OF WINDING UP

- 4.1 For the purpose of clauses 10.2(b) and 10.3, the proportion of each Participant is the proportion that the number of tonnes of the Participant's Waste for the previous 5 financial years bear to the number of tonnes of all of the Participants' Waste for the same period.

DRAFT

EXECUTED by the Parties

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

Mayor

Chief Executive Officer

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

Mayor

Chief Executive Officer

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

Mayor

Chief Executive Officer

Dated _____ **2007**

CITY OF ARMADALE

CITY OF GOSNELLS

CITY OF SOUTH PERTH

and

CITY OF MANDURAH

SHIRE OF MURRAY

SHIRE OF SERPENTINE-JARRAHDALE

**DEED OF AMENDMENT
OF THE
ESTABLISHMENT AGREEMENT**

OF THE

SOUTH EAST METROPOLITAN REGIONAL COUNCIL

Woodhouse Legal
Solicitors and Legal Consultants
323 Rokeby Road
SUBIACO WA 6008
Telephone 9382 3000
Fax 9382 3011
JMW: 2070157

CONTENTS

Recitals 1
Operative Provisions 1
1. INTERPRETATION 1
 1.1 Definitions 1
 1.2 Interpretation..... 2
2. AMENDMENT OF THIRD ESTABLISHMENT AGREEMENT 2
SCHEDULE 1 3
SCHEDULE 2 4

DEED OF AMENDMENT

This Deed dated 2007

BETWEEN CITY OF ARMADALE of 7 Orchard Avenue, Armadale, Western Australia, CITY OF GOSNELLS of 2120 Albany Highway, Gosnells, Western Australia, CITY OF SOUTH PERTH of Corner Sandgate Street & South Terrace, South Perth, Western Australia ("**the Original Participants**")

AND CITY OF MANDURAH of 3 Peel Street, Mandurah, Western Australia , SHIRE OF MURRAY of Pinjarra Road, Pinjarra, Western Australia, SHIRE OF SERPENTINE-JARRAHDALÉ of 6 Paterson Street, Mundijong, Western Australia ("**the New Participants**")

RECITALS

- A. By the First Establishment Agreement, the Original Participants agreed to establish a regional local government named the South East Metropolitan Regional Council.
- B. The Minister approved the First Establishment Agreement and, in the Government Gazette dated 3 July 2001, the Minister declared the establishment of the South East Metropolitan Regional Council pursuant to section 3.61 of the Act.
- C. By the Second Establishment Agreement, the Original Participants agreed to amend the First Establishment Agreement by revoking it and substituting it with the Second Establishment Agreement. The Minister approved the Second Establishment Agreement. Under the Second Establishment Agreement the name continued as the South East Metropolitan Regional Council.
- D. The Original Participants are considering amending the Second Establishment Agreement by revoking it and substituting it with the Third Establishment Agreement. Under the Third Establishment Agreement the name is to be changed to the Rivers Regional Council.
- E. The Original Participants have resolved on the dates referred to in Schedule 1 to enter into this Deed and the New Participants have resolved on the dates referred to in Schedule 2 to enter into this Deed.

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 Definitions

In this Deed, unless the contrary intention appears:

- (a) **"Third Establishment Agreement"** means an establishment agreement in the form set out in Attachment A to this Deed;
- (b) words and expressions defined in the Third Establishment Agreement have the same meanings where appearing in this Deed.

1.2 Interpretation

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

2. AMENDMENT OF THIRD ESTABLISHMENT AGREEMENT

Subject to:

- (a) the Original Participants entering into the Third Establishment Agreement;
 - (b) the Minister giving approval to the Third Establishment Agreement,
- and, with effect from and including the later of:
- (c) the date on which the Minister gives approval of the Third Establishment Agreement; and
 - (d) the date on which the Minister gives approval of this Deed,

the Original Participants agree that the Third Establishment Agreement is taken to be amended to include the New Participants as "Participants" and the New Participants agree to be bound by the Third Establishment Agreement as "Participants".

SCHEDULE 1

| ORIGINAL PARTICIPANT | DATE OF RESOLUTION TO ENTER INTO THIS DEED |
|----------------------|--|
| CITY OF ARMADALE | _____ 2007 |
| CITY OF GOSNELLS | _____ 2007 |
| CITY OF SOUTH PERTH | _____ 2007 |

SCHEDULE 2

| NEW PARTICIPANT | DATE OF RESOLUTION TO ENTER INTO THIS DEED |
|------------------------------------|--|
| CITY OF MANDURAH | _____ 2007 |
| SHIRE OF MURRAY | _____ 2007 |
| SHIRE OF SERPENTINE- JARRAHDALE | _____ 2007 |

Executed as a Deed.

THE COMMON SEAL of CITY OF)
ARMADALE was hereunto affixed pursuant to a)
resolution of the Council in the presence of:)

Mayor

Chief Executive Officer

THE COMMON SEAL of CITY OF)
GOSNELLS was hereunto affixed pursuant to a)
resolution of the Council in the presence of:)

Mayor

Chief Executive Officer

THE COMMON SEAL of CITY OF SOUTH)
PERTH was hereunto affixed pursuant to a)
resolution of the Council in the presence of:)

Mayor

Chief Executive Officer

THE COMMON SEAL of CITY OF)
MANDURAH was hereunto affixed pursuant to a)
resolution of the Council in the presence of:)

Mayor

Chief Executive Officer

THE COMMON SEAL of SHIRE OF)
MURRAY was hereunto affixed pursuant to a)
resolution of the Council in the presence of:)

Shire President

Chief Executive Officer

THE COMMON SEAL of SHIRE OF)
SERPENTINE-JARRAHDALÉ was hereunto)
affixed pursuant to a resolution of the Council in)
the presence of:)

Shire President

Chief Executive Officer

Approved

Ljiljana Ravlich MLC
Minister for Local Government

_____ 2007

