

# CITY OF ARMADALE

## MINUTES

OF TECHNICAL SERVICES COMMITTEE HELD IN THE COMMITTEE ROOM,  
ADMINISTRATION CENTRE, 7 ORCHARD AVENUE, ARMADALE ON MONDAY, 18  
APRIL 2005, AT 7.00 PM.

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**PRESENT:** Cr V L Clowes-Hollins Chair  
Cr L Reynolds JP  
Cr F R Green  
Cr D L Hopper JP  
Cr J Everts  
Cr A L Cominelli JP  
Cr J Knezevich

**APOLOGIES:** Nil.

**OBSERVERS:** Cr H A Zelones JP  
Cr G T Wallace

**IN ATTENDANCE:** Mr W A Bruce Executive Director Technical Services  
Mr R G Davies Manager Technical Services  
Mr P Lanternier Manager Parks  
Mr J Glassford Manager Property Services  
Mr G Elsegood Manager Civil Works  
Mr B Sutton Coordinator Waste Services  
Miss L Potter Minute Secretary

**PUBLIC:** Nil.

## **DISCLAIMER**

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The Disclaimer for protecting Councillors and staff from liability of information and advice given at Committee meetings was not read by the Chairman as no members of the public were in attendance.

## **DECLARATION OF MEMBER'S INTERESTS**

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Nil.

## **DEPUTATION**

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Nil.

## **QUESTION TIME**

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Nil.

## **CONFIRMATION OF MINUTES**

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### **RESOLVED**

**Minutes of the Technical Services Committee Meeting held on 30 March 2005, were confirmed.**

**MOVED Cr Green**

**SECONDED Cr Cominelli**

## **ITEMS REFERRED FROM INFORMATION BULLETIN – ISSUE NO. 8**

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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**  
Bushcare and Environmental Advisory Committee – February 2005..... T-2
- **General**  
Review of WA’s Default Open Speed Limit..... T-15  
Copper Chrome Arsenate (CCA) Treated Timber – Public Health Issues..... T-16  
MID Taskforce News ..... T-18

*Committee noted the information and no additional items were raised for further report.*

# I N D E X

## TECHNICAL SERVICES COMMITTEE

18 APRIL 2005

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### PROPERTY MANAGEMENT

ARMADALE ARENA STORAGE FACILITY - FUNDING .....4

### ENGINEERING, DESIGN AND DEVELOPMENT

TENDER NO. 35/04 – CONSTRUCTION OF CULVERT 5206 CHAMPION DRIVE  
OVER SOUTHERN RIVER .....7

### MISCELLANEOUS

ADVERTISING LITTER BINS .....10  
TECHNICAL SERVICES DIRECTORATE ACHIEVEMENTS PRESENTATION .....13

**ARMADALE ARENA STORAGE FACILITY - FUNDING**

WARD Armadale  
FILE REF A27670/1  
DATE 13 April 2005  
REF JNG  
RESPONSIBLE MANAGER EDTS

**In Brief:**

- Council agreed by ‘Absolute Majority’ at its April 2004 meeting (C51/3/04) to amend the budget, however the budget was not amended and hence there has been no funding allocated for the Armadale Arena Storage Facility.
- **Recommend**  
That Council:
  - a) authorise the expenditure of \$90,000 for the construction of a Storage Facility.
  - b) amend the 2004-05 Annual Budget as follows:
    - Expenditure
      - Property Development – Armadale Arena Storage Facility – Increase by \$90,000.
    - Revenue
      - Year end deficit position – Increase by \$90,000.

**Tabled Items**

Nil.

**Officer Interest Declaration**

Nil.

**Strategic Implications**

Physical Infrastructure  
*Progress new facilities.*

**Legislation Implications**

Assessment of legislation indicates that the following regulations apply:

1. *To comply with the Building Code of Australia and the Occupational, Safety and Health regulations.*
2. *Local Government Act Section 6.8*

**Council Policy/Local Law Implications**

Nil.

**Budget/Financial Implications**

Urgent expenditure of \$90,000 which is presently unbudgeted.

**Consultation**

Executive Director Technical Services

**BACKGROUND**

At its Ordinary Meeting on 4 April 2004, Council resolved (C51/3/04) as follows:

*“That Council:*

1. *Accept the grant of \$16,000 from the Department of Sport and Recreation for the Armadale Arena upgrade – (Stage 5) and Council’s nominated contribution of \$74,000, that is currently listed on the 5 Year Property Management Program for 2004/05, be*

*brought forward to allow the much needed works to be conducted in the current financial year.*

2. *Authorise unbudgeted expenditure of up to a maximum of \$90,000 (net \$74,000) to enable the works to upgrade the Armadale Arena Stage 5 to be undertaken in the current financial year.”*

Council agreed by ‘Absolute Majority’ at its April 2004 meeting (C51/3/04) to amend the budget, however the budget was not amended and hence there has been no funding allocation for this project. The grant funds of \$16,000 have already been received.

Due to finalisation of siting locations and construction methods related to proximity to other various occupancy classifications of buildings, the works were unable to be undertaken during the remainder of that financial year.

### **DETAILS OF PROPOSAL**

Final Planning approval was recently granted by the Department of Planning and Infrastructure and the Armadale Arena Management has an expectation for the erection and completion of the facility to allow them to adequately store their operational vehicles and equipment.

There would appear to be two options available for consideration:

#### Option 1

Not proceed with the Storage Facility during this financial year - The option of not proceeding this financial year would cause great hardship and logistical difficulty in the operation of the Armadale Arena.

#### Option 2

As resolved previously, Council authorise expenditure of \$90,000 for the construction of the Stage 5 Storage Facility at Armadale Arena by amending the 2004/2005 Budget.

### **CONCLUSION**

Option 2 is the preferred course of action. The City’s financial position at the end of the 2004/2005 Financial Year will be identical to that which would have occurred had the funding been carried forward.

### **T25/04/05 RECOMMEND**

#### **That Council:**

- a) **authorise the expenditure of \$90,000 for the construction of a Storage Facility.**

b) **amend the 2004-05 Annual Budget as follows:**

**Expenditure**

- **Property Development – Armadale Arena Storage Facility – Increase by \$90,000.**

**Revenue**

- **Year end deficit position – Increase by \$90,000.**

**\*\*ABSOLUTE MAJORITY REQUIRED**

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

***TENDER NO. 35/04 – CONSTRUCTION OF CULVERT 5206 CHAMPION DRIVE OVER SOUTHERN RIVER***

WARD All  
REF TEN/35/04  
DATE 12 April 2005  
AUTHOR JG  
RESPONSIBLE MTS  
MANAGER

**In Brief:**

- Tender No. 35/04 was called for the Construction of Culvert 5205 Champion Drive over Southern River (Wungong River).
- The tender was awarded to Foxrock Contractors Pty Ltd.
- **Recommend**
  1. That with Tender No. 35/04 – Construction of Culvert 5206 Champion Drive over Southern River, Council accept the revised tender from Foxrock Contracting in accordance with their submitted tender and Council's contract documentation for \$1,351,838.40 (inc GST).
  2. That a further report be provided to the Technical Services Committee at the conclusion of the Construction of Culvert 5206 Champion Drive over Southern River advising of any savings available from the project to be redirected to the 2005/2006 Works Programme.

**Tabled Items**

Tender documents; tenders received; summary of tender assessment, tenderers ranking

**Officer Interest Declaration**

Nil.

**Strategic Implications**

Physical Infrastructure

*Develop an integrated transport system including safety aspects.*

**Legislation Implications**

Assessment of legislation indicates that the following regulations apply:

*Local Government (Functions and General) Regulations 1996 s3.57*

*AS4120-1994 Code of Tendering*

*AS2124-92 General Conditions of Contract*

**Council Policy/Local Law Implications**

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

*Policy ENG 5 – Tendering and Purchasing*

**Budget/Financial Implications**

Budget Allocation 2004/2005 as part of the construction of Champion Drive Stage 2 (Lake Road to Tonkin Highway) is \$798,000.

At this stage the successful tenderer's construction price is \$1,428,288 (inc GST). Council will request from the Armadale Redevelopment Authority a further contribution of \$65,000 to accommodate the required changes. Other necessary costs allocated to this project include design and supervision by Consultants and river restoration previously agreed to in the vicinity of \$78,000.

Reallocation of funds from other municipal sources (ie. McNess Drive \$486,300 and Wymond Road \$199,500) is required to complete the crossing structure as specified.

### **Consultation**

Main Roads Western Australia, Department of Indigenous Affairs, Environmental Protection Authority, various consulting companies and inter-directorate liaison.

### **BACKGROUND**

At its Ordinary Meeting on 8 March 2005, Council resolved (T15/02/05) as follows:

- “1. That with Tender No. 35/04 – Construction of Culvert 5206 Champion Drive over Southern River, Council accept the tender of Foxrock Contracting in accordance with their submitted tender and Council’s contract documentation for \$1,428,288, subject to successful negotiation based on technical modification and specification of the above culvert.*
- 2. That Council delegate authority to the Chief Executive Officer to negotiate reductions to the tender price based on proposed variations to the scope of work.*
- 6. That a further report be provided to the March Technical Services Committee updating Council on the final negotiated price for Tender 35/04 and the allocation of the balance of funds from Wymond Road.”*

### **COMMENT**

The modification to the scope of work was necessary to speed up the construction process and design the type and width of box culvert sections that could be manufactured within 3 months. It was also necessary to modify other structural parts of the culvert to maintain the same through flow capacity as set by the Water and Rivers Commission.

Negotiation with the selected tenderer have been successful and Foxrock Contracting Pty Ltd has since submitted a revised price \$1,351,838.40 (inc GST) based on the modified drawings and ‘Bill of Quantities’.

The reduction in cost is \$76,000 (inc GST) and this saving will not be redirected to Wymond Road until such time that the project is successfully completed, therefore allowing for unforeseen circumstances.

A further report will be provided to the Technical Services Committee at the conclusion of the project advising of any savings available from the project.

### **CONCLUSION**

Commencement of work on the culvert structure is due expected to commence on 26 April 2005 and with the project taking approximately 21 weeks to complete. Council’s workforce will then proceed with the remainder of the roadworks.

### **T26/04/05 RECOMMEND**

- 1. That with Tender No. 35/04 – Construction of Culvert 5206 Champion Drive over Southern River, Council accept the revised tender from Foxrock Contracting in accordance with their submitted tender and Council’s contract documentation for \$1,351,838.40 (inc GST).**



2. **That a further report be provided to the Technical Services Committee at the conclusion of the Construction of Culvert 5206 Champion Drive over Southern River advising of any savings available from the project to be redirected to the 2005/2006 Works Programme.**

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

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***ADVERTISING LITTER BINS***

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WARD All  
FILE REF ENG/1  
DATE 14 March 2005  
REF CB  
RESPONSIBLE EDTS  
MANAGER

**In Brief:**

- The Memorandum of Agreement between Natsales Australia PTY Ltd expired on 31 December 2003.
- Natsales Australia Pty Ltd has requested Council to enter into a new 5 year Agreement.
- **Recommend**
  1. That the City of Armadale enter into a Memorandum of Agreement, as at Attachment “A1”, with Natsales Australia Pty Ltd for the provision of litter bins with advertising as per the conditions stated in the Memorandum of Agreement for a period of five years.
  2. That Council delegate to the Chief Executive Officer the authority to negotiate the Agreement where necessary.

**Tabled Items**

Nil.

**Officer Interest Declaration**

Nil.

**Strategic Implications**

Corporate Services

*To achieve maximum community benefit from effective use of resources*

**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**

Technical Services Officers

Armadale Redevelopment Authority

**BACKGROUND**

At its meeting of 20 December 1999 Council resolved (T330/99) to enter into a four (4) year contract with Natsales Australia Pty Ltd commencing on 1 January 2000 for the provision of litterbins with advertising with the terms and conditions as stated in the Memorandum of Agreement.

Council was advised via the Information Bulletin (November 2003) that the Memorandum of Agreement was to expire on 31 December 2003 and that Natsales had made application to renew the Agreement for a further five years with an additional option to extend at the City’s discretion another five years.

Council was also advised that the Armadale Redevelopment Authority were in the process of reviewing the issue of street furniture within the Armadale CBD which would involve the relocation of 22 existing litterbins and that a decision as to the type of street furniture including new litterbins was not expected before the Memorandum of Agreement expires.

As it was in Council's interest to continue with the then existing Agreement, Natsales Australia Pty Ltd were advised of the situation and invited to continue with the Agreement until 30 April 2004 and then on a monthly basis until such time the issue of street furniture was resolved. Natsales Australia Pty Ltd agreed to continue as per the Agreement and would seek 22 new locations where they could install their advertising bins that are currently located in the Armadale CBD.

### DETAILS OF PROPOSAL

A number of discussions have taken place between Natsales Management and Technical Services Officers that have resulted in Natsales Australia Pty Ltd making a formal request to enter into a new contract with the City of Armadale for the provision of litterbins.

Natsales Australia Pty Ltd has produced a list of new locations (31 options) to replace the 22 that are located in the Armadale CBD. Council Officers recommend the following 22 locations:

Albany Hwy corner Fancote Street	Seville Ave corner Champion Dr (2)
Albany Hwy corner Echo Road	Champion Drive corner Gillam Drive
Albany Hwy corner Rundle St	Railway Ave opposite Ryland Street
Albany Hwy corner Davis Road	Brookton Hwy opposite Brian St (north)
Armadale Road near McDonalds (west)	Brookton Hwy corner Hill Street
Armadale Rd corner Church Ave (west)	Brookton Hwy corner Bernard Street
Armadale Rd opposite Church Ave (east)	Brookton Hwy corner Soldiers Road
Armadale Road corner Seville Dr	SW Hwy near Mobile Service Station
Armadale Rd corner Railway Ave (2)	SW Hwy near Hobbs Dr
Armadale Road corner Gribble Ave (2)	

The new Memorandum of Agreement has the same conditions as the original Agreement and is for a period of five years with an option to extend for a further five years.

*A copy of the Memorandum of Agreement is at Attachment "A1" of the Minutes (see Summary of Attachments – Green Page).*

Natsales have provided the following information for Council to consider:

1. Local businesses have utilized the service provided by the Natsales litter bins and strongly endorse the continuation of the Agreement.
2. The positive and close working relationship that has developed over the four years of the contract plus the extended period between the City and Natsales Australia Pty Ltd.
3. Natsales Australia Pty Ltd has a new remodelled bin that has some design and aesthetic enhancements.
4. The City of Armadale will continue to be the only Council in Western Australia to receive an annual royalty payment.

## COMMENT

With Natsales Australia Pty Ltd royalty payment of \$100.00 per bin per annum, there is the possibility of raising an additional \$5,000.00 per annum or \$25,000 over the course of the Agreement. Alongside this it is estimated that there are cost savings of \$4,000 per annum (cleaning, maintenance and replacing damaged bins) that the City would not have to undertake. Over the four year life of the Memorandum of Agreement these savings equates to \$36,000.00 for the City.

Natsales Australia Pty Ltd comment about developing a positive relationship with Council's Staff is fully supported as they have always undertaken / met the City's requirements for maintenance, repair or replacement of litter bins as the need arose.

In view that the service provided makes it affordable for local businesses as well as reducing the amount of illegal advertising around the City it recommended that the City of Armadale enter the Memorandum of Agreement with Natsales Australia Pty Ltd for a period of five years and that the Council delegate to the Chief Executive Officer to negotiate the Agreement where necessary.

*COMMITTEE raised issues with a number of the litter bin sites mentioned in the item. The Executive Director Technical Services advised that he would investigate these issues and negotiate with Natsales Australia more appropriate locations.*

## T27/04/05 RECOMMEND

- 1. That the City of Armadale enter into a Memorandum of Agreement, as at Attachment "A1", with Natsales Australia Pty Ltd for the provision of litter bins with advertising as per the condition stated in the Memorandum of Agreement for a period of five years.**
- 2. That Council delegate to the Chief Executive Officer to the authority negotiates the Agreement where necessary.**

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

*Council noted the following information that was tabled:*

*The Executive Director Technical Services reported that Natsales is now able to confirm that the following five sites are to be deleted, as suggested by Committee and that revised locations for these five litter bins will be reported to Council for approval once Natsales have had the opportunity to investigate new locations.*

- 1. Brookton Highway corner Bernard Street*
- 2. Brookton Highway corner Soldiers Road*
- 3. Armadale Road near McDonalds (west)*
- 4. Armadale Road corner Church Avenue (west)*
- 5. Armadale Road opposite Church Avenue (east)*

***TECHNICAL SERVICES DIRECTORATE ACHIEVEMENTS PRESENTATION***

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The Managers from the Technical Services Directorate will provide the Committee with a PowerPoint presentation on the Technical Services Directorate Achievements over the life of the Committee (ie. May 2003 to May 2005).

*The Manager Civil Works, Manager Parks, Manager Property Services and Coordinator Waste Services provided an overview of their achievements during the last two years.*

*A copy of the presentation is available from the Minute Secretary if required.*

***LATE ITEMS***

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Nil.

***COUNCILLORS' ITEMS***

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Nil.

*Cr Clowes-Hollins thanked the Committee and staff for their work during the past two years and wished Cr Green and Cr Hopper all the best in their new ventures.*

*Cr Hopper thanked the Chair, Committee and staff for their assistance during her eight years with Council and wished everyone the best.*

*Cr Green thanked the Chair, Committee and staff for their hard work and dedication during his term on Council.*

**MEETING CLOSED 8.25PM.**

**TECHNICAL SERVICES COMMITTEE**

**SUMMARY OF "A" ATTACHMENTS**

**18 APRIL 2005**

<b>Attachment No.</b>	<b>Subject</b>	<b>Page</b>
A-1	Memorandum of Agreement	16

## MEMORANDUM OF AGREEMENT

Made and entered into by and between  
**CITY OF ARMADALE**

.....  
(Hereinafter referred to as THE LOCAL GOVERNMENT)

herein represented by

Mr Ray Tame

In his capacity as  
**Chief Executive Officer**

.....  
of the said Municipality

AND

**NATSALES AUSTRALIA PTY  
LTD**

A.C.N 081 446 746

PO Box 39, MELVILLE WA 6956

(Hereinafter referred to as THE CONTRACTOR)

herein represented by

**ANTHONY MARWICK**

In his capacity as

MANAGING DIRECTOR



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**NOW THEREFORE: It is agreed between the parties as follows:**

1. The Local Government hereby agrees to permit the Contractor at no cost to the Local Government to supply, deliver, erect and maintain the LITTER BINS in accordance with photographs, specifications and samples previously exhibited to and approved by the Local Government within the boundaries of the municipality.
2. The quantity of the LITTER BINS and their location within the said Municipal area shall be determined by mutual agreement between the parties hereto from time to time. In giving effect to the foregoing, the parties undertake to act in a reasonable manner, having due regard to their respective rights and interests herein.
3. The Local Government hereby grants to the Contractor, the sole and exclusive rights to use this concept and to erect and advertise on the above described LITTER BINS during the currency of this agreement or any renewal period hereof.
4. The LITTER BINS will be supplied and erected at particular sites as and when sponsors are obtained by the Contractor for LITTER BINS. The LITTER BINS will be positioned erected and securely fixed by the Contractor at pre-determined sites as agreed upon by the parties and shall be maintained by the Contractor in good order and repair.
5. The Contractor shall not remove or relocate any bin once placed without the consent of the City. Should the City agree to the removal or relocation of the litter bin, the Contractor shall install a Council supplied bin at the location at no cost to the City. The Contractor when replacing an existing Council rubbish bin or relocating a litter bin shall carry out all instalment works including repair to the footpath, verge and rubbish bin posts to the satisfaction of the City.
6. The Contractor specifically undertakes that in any event of any of the units requiring replacement at any time during the currency of this agreement or any renewal period, it will at its own cost replace such LITTER BINS within 48 hours.
7. It is specifically agreed that the Local Government shall at all times have the right to require the contractor to remove any display panels, advertisement or any photograph or picture or any other matter or drawing which the Local Government does not approve, either on the grounds of public morals or normal standards of decency or of a political nature. The Contractor hereby agrees that it will forthwith remove or alter, to the satisfaction of the Local Government any of the display panels or offending material from the LITTER BINS when requested to do so by the Local Government within 48 hours of being notified by letter, facsimile or email.
8. The Contractor agrees that it will at all times keep the LITTER BINS and any advertisements in good order and condition and that it will replace from time to time any advertisements that, through wear and disfigurement or from any other cause, have become unsightly and objectionable.
9. Notwithstanding the fact that the Chief Executive Officer or his delegated authority shall have furnished his approval and consent to the publication of any advertisement which may later prove to be the subject of objection or litigation, the Contractor hereby indemnifies the Local Government from all and any claims of whatsoever nature (including any legal costs that the Local Government may incur) arising from any advertisement matter appearing on the afore-said LITTER BINS and upon request by the City further undertakes to remove any advertisement that might be the subject of reasonable objection by any other person or body of person.

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10. The Contractor undertakes that it will at all times during the currency of this Agreement or renewal period, be covered by a public liability insurance policy to the value of \$10,000,000 in order to cover any possible liability of the Contractor in respect of any action which may be brought against it or the Local Government by any third Party or any member of the public arising out of the installation and/or advertising on the LITTER BINS including all legal costs flowing from such action. The Contractor agrees that it will pay all premiums in respect of the above insurance policy regularly and on due date so as to keep such policy in full force and effect at all times. The Contractor further agrees that it will submit from time to time, all receipts providing the due payment by the Contractor of the aforesaid premiums to the Local Government for its perusal and inspection.
11. The Contractor hereby accepts full responsibility for replacement of LITTER BINS damaged by vandals or in any motor accident or any other cause whatever, provided that should the Contractor fail to replace such damaged units after 48 hours has been given to so do it, the damaged units may be removed by the Local Government and disposed of them at the cost of the Contractor. Any action taken by the Local Government in terms of this clause shall be deemed to be without prejudice to any other legal rights the Local Government may have under this agreement.
12. It is agreed that, subject to hereof, the LITTER BINS supplied by the Contractor as above, shall at all times be and remain the sole property of the Contractor.
13. The Contractor hereby specifically undertakes that when exercising its advertising rights on the LITTER BINS as above set out, it will in all cases give preference to local advertisers.
14. In the event of the Contractor failing to carry out any one or more of its obligations and continuing so to fail notwithstanding receipt of 14 (fourteen) days notice in writing to remedy such failure, then the Local Government shall have the right by certified mail addressed to the Contractor, to terminate this agreement forthwith without the payment of any compensation or damages of any nature whatsoever to the Contractor. The Contractor hereby expressly waives any right to claim under common law for any damages or loss it may sustain by virtue of such termination.
15. This agreement shall be binding upon the executors, administrators, assigns, successors and heirs (as the case may be) of each of the parties hereto.
16. This agreement constitutes the sole record and supersedes any other agreement that might have hitherto existed between the parties in relation to its subject matter.
17. No addition to, variation or amendment of this agreement shall be of any force or effect unless in writing signed by or on behalf of each of the parties.

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18. No indulgence which any of the parties may grant to the other of them shall constitute a waiver of any of the rights of any party who shall not thereby have been precluded from any rights against any other party which may have arisen in the past or which may arise in the future.
19. No party shall be bound by any express or implied term, representation, warranty, undertaking, promise or the like not recorded herein.
20. The provisions of this agreement and all warranties given to any party hereto and each party giving same shall survive completion.
21. This agreement may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.
22. The rights, powers and remedies provided in this agreement are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of this agreement.
23. The parties to this agreement covenant with each other that they will sign, execute and do all such further documents, acts, matters and things as may be required or necessary for more properly giving effect to the provisions of this agreement.
24. Each of the terms and conditions of this agreement shall be deemed to be separate and severable from the other of them and if any one or more thereof are determined to be invalid or unenforceable by any court of competent jurisdiction, such determination and the consequential severance (if any) shall not invalidate the rest of the agreement which shall remain in full force and effect as if such terms and conditions had not been made a part thereof.
25. This agreement shall be governed by, constructed and take effect in accordance with the laws of Western Australia and the parties irrevocably submit to the non exclusive jurisdiction of the Courts of Western Australia.
26. This agreement shall be deemed to come into operation on the:

.....

and shall, subject to the condition of this agreement, endure for a period of 5 (five) years commencing on the:

.....

and terminating on the:

.....

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26.1 Any notice required to be given or made by or pursuant to this agreement, shall be made or given in writing or by facsimile at the addresses stipulated in this agreement.

26.2 Notices shall be deemed to have been received:

- 26.2.1 if personally served, at the time of service
- 26.2.2 if mailed, on the third day after mailing; and
- 26.2.3 if sent by facsimile, on the day the same are dispatched;
- 26.2.4 if either party may change their address or facsimile number by giving notice to that effect to the other party pursuant to the earlier provisions hereof provided that such new address, or facsimile is in the State of Western Australia.

26.3 The parties hereto choose domicilium citandi et executandi as follows:

THE LOCAL GOVERNMENT:

Locked Bag No. 2  
ARMADALE WA 6892

Facsimile: (08) 9399 0184

THE CONTRACTOR:

P O Box 39  
MELVILLE WA 6956

Facsimile: (08) 9314 7955

27. The Contractor, providing it has fulfilled its obligations under this agreement to the satisfaction of the Local Government, shall have the option to renew this agreement upon the same terms and conditions as contained herein for a further period of five (5) years from the date of expiration hereof, subject to the Contractor giving the Local Government at least three (3) months prior notice of its intention so to exercise this option of renewal and providing that the Local Government is in agreement to the renewal of this contract.
28. The Contractor agrees to supply the Local Government one (1) panel of advertising space on each of the four (4) sided LITTER BINS installed, for the Local Government's own promotion and advertising purposes. All artwork and printing costs associated with this panel shall be borne by the Local Government. This advertising space will be supplied by the Contractor at NO COST to the Local Government. The advertising panel supplied shall face away from the road.
29. In the event that the Contractor has not procured any advertising on the litter bins, the Contractor shall make available at no cost to Council an additional advertising panel for advertising the "Keep Your City Clean" message. This advertising panel shall face the road.
30. The Contractor shall pay the City an annual fee of \$100.00 per bin at the close of each calendar year whilst the agreement is in operation for rental space that was occupied for the previous full 12 months or on a pro-rata basis.
31. The Parties covenant with each other that they shall not, without prior written approval of all the other Parties, disclose the contents of this Agreement or any information directly or indirectly related to the contents hereof, to any parties whatsoever, except as required by law.

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DATED AT.....THIS.....DAY OF.....20.....

AS WITNESSES:

1. ....

2. ....

R S TAME  
Chief Executive Officer  
For the Local Government

DATED AT.....THIS.....DAY OF.....20.....

AS WITNESSES:

1. ....

2. ....

For Natsales Australia Pty Ltd