

DEED OF DISSOLUTION OF THE RIVERS REGIONAL COUNCIL

CITY OF ARMADALE, CITY OF GOSNELLS, CITY OF SOUTH PERTH, CITY OF
MANDURAH, SHIRE OF MURRAY, SHIRE OF SERPENTINE - JARRAHDALE

-and-

RIVERS REGIONAL COUNCIL
ABN 80 479 097 483



Level 8, AMP Building
140 St Georges Terrace
Perth WA 6000

GPO Box L890
Perth WA
6842

T 08 9321 3755
F 08 9321 3465
E info@kottgunn.com.au

kottgunn.com.au
advoc



Liability limited by a scheme approved under the Professional Standards Legislation.

Mandurah, Shire of Murray and Shire of Serpentine-Jarrahdale as "Participants"; and

- (b) City of Mandurah, Shire of Murray and Shire of Serpentine-Jarrahdale agreed to be bound by the Third Establishment Agreement as 'Participants'.

The Minister approved the First Deed of Amendment.

- (E) By the Second Deed of Amendment:

- (a) City of Armadale, City of Gosnells, City of South Perth, City of Mandurah, Shire of Murray and Shire of Serpentine-Jarrahdale agreed to amend the Third Establishment Agreement to include Shire of Waroona as one of the "Participants"; and
- (b) Shire of Waroona agreed to be bound by the Third Establishment Agreement as one of the "Participants".

The Minister approved the Second Deed of Amendment.

- (F) By the Third Deed of Amendment, the Participants and the Shire of Waroona agreed to amend the Third Establishment Agreement by deleting clause 6.1(2) and inserting a new clause 6.8.

The Minister approved the Third Deed of Amendment.

- (G) By the Fourth Deed of Amendment the Participants and the Shire of Waroona agreed to amend the Third Establishment Agreement to provide for the withdrawal of the Shire of Waroona as a "Participant".

The Minister approved the Fourth Deed of Amendment.

- (H) The RRC has transferred all of its assets, liabilities, rights, obligations and functions to the Subsidiary as set out in this Deed.
- (I) This Deed is now made pursuant to section 3.63 of the *Local Government Act 1995 (WA)* to set out the terms under which the RRC shall be dissolved.
- (J) The Participants and the RRC have resolved on the dates referred to in Schedule 1 to enter into this Deed.

OPERATIVE PART

1. DEFINITIONS

In this Deed, unless the context requires otherwise:

Act means the *Local Government Act 1995 (WA)*;

Deed means this deed as amended varied or supplemented from time to time;

Establishment Agreement means the Third Establishment Agreement as amended by the First Deed of Amendment, Second Deed of Amendment, Third Deed of Amendment and Fourth Deed of Amendment;

Minister means the Minister for the time being responsible for the administration of the Act;

Operative Date means the date which is the latest of:

- a) 60 days after the date the Minister has approved the formation of the Subsidiary; or
- b) 14 Days after the receipt of the final audit; or
- c) 14 days after the Parties execution of the Deed of Novation, a copy of which is annexed to this Deed and marked "A";
- d) 14 days after the Parties execution of the Deed of Asset Transfer, a copy of which is annexed to this Deed and marked "B";

Participants means the City of Armadale, City of Gosnells, City of South Perth, City of Mandurah, Shire of Murray and Shire of Serpentine -Jarrahdale and "**Participant**" is a reference to any one of them;

Parties means the parties to this Deed and party means any one or more of them according to context;

RRC means the Rivers Regional Council;

RRC Waste Agreements means the agreements and documents referred to in Schedule 2; and

Subsidiary means the Rivers Regional Subsidiary, a body corporate that has been established by the Participants under section 3.69 of the Act to take over the functions of the RRC.

2. CONDITIONS

This Deed is subject to and conditional upon the approval of the Minister under section 3.63 of the Act.

3. DISSOLUTION

In accordance with clause 10.1 of the Establishment Agreement, the Parties hereby agree that the RRC shall be dissolved on the Operative Date.

4. ASSETS AND LIABILITIES

- (a) By a Deed of Novation the RRC novated all of its right, title, interest, liabilities and obligations in the RRC Waste Agreements to the Subsidiary.
- (b) By a Deed of Transfer the RRC transferred all of its right title and interest in all of its assets, books of account, financial records and statements and all other property owned by it, free of all encumbrances, to the Subsidiary.
- (c) Each Party has on the Dates of Resolution shown in Schedule 1 agreed to enter into this Deed.

5. PROPER LAW

This Deed is governed by, and to be interpreted in accordance with, the laws of Western Australia and where applicable the laws of the Commonwealth of Australia.

6. SEVERANCE

If any part of this Deed is, or becomes void or unenforceable, that part is or will be, severed from this Deed to the intent that all parts that are not, or do not become, void or unenforceable remain in full force and effect and are unaffected by that severance.

7. WAIVERS

- (a) Failure to exercise or delay in exercising any right, power or privilege in this Deed by a Party does not operate as a waiver of that right, power or privilege.
- (b) A single or partial exercise of any right, power or privilege does not preclude any other or further exercise of that right, power or privilege, or the exercise of any other right, power or privilege.

8. FURTHER ASSURANCES

The Parties must execute and do all acts and things necessary or desirable to implement and give full effect to the provisions and purpose of this Deed.

9. ENTIRE AGREEMENT

This Deed constitutes the entire agreement between the Parties and contains all of the representations, warranties, covenants and agreements of the Parties in relation to the subject matter of this Deed.

Schedule 1
Resolution dates

Party	Date of Resolution to enter into this Deed
City of Armadale	
City of Gosnells	
City of South Perth	
City of Mandurah	
Shire of Murray	
Shire of Serpentine- Jarrahdale	

SCHEDULE 2
RRC Waste Agreements

Doc	Description	Date
1	Participant's Agreement between the RRC, City of Armadale, City of Gosnells, City of Mandurah, City of South Perth, Shire of Murray, Shire of Serpentine Jarrahdale and City of Canning	Date 15 October 2015
2	Agreement for Processing of Waste for Resource Recovery between the RRC, City of Armadale, City of Gosnells, City of Mandurah, City of South Perth, Shire of Murray, Shire of Serpentine Jarrahdale, City of Canning and Kwinana WTE	Dated 4 Nov 2015
3	Deed of Variation to Waste Supply Agreement between the RRC, City of Armadale, City of Gosnells, City of Mandurah, City of South Perth, Shire of Murray, Shire of Serpentine Jarrahdale, City of Canning and Kwinana WTE	Dated 7 June 2017
4	Supplemental Deed between the RRC, City of Armadale, City of Gosnells, City of Mandurah, City of South Perth, Shire of Murray, City of Canning and Kwinana WTE	Dated 16 July 2018
5	Exercise of Rights Letter by the RRC	Dated 23 April 2018
6	Exercise of Rights Letter by the RRC	Dated 21 September 2018
7	Exercise of Rights Letter by the RRC	Dated 15 Oct 2018
8	Financier Direct Deed between the RRC, City of Armadale, City of Gosnells, City of Mandurah, City of South Perth, Shire of Murray, Shire of Serpentine Jarrahdale, City of Canning, Kwinana WTE and BTA Institutional Services Australia Limited	Dated 16 Oct 2018
9	Participants Agreement Deed of Variation between the RRC, City of Armadale, City of Gosnells, City of Mandurah, City of South Perth, Shire of Murray, Shire of Serpentine Jarrahdale, City of Canning, Kwinana WTE Project Co Pty Ltd	Dated 14 September 2018

EXECUTED as a DEED

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

Mayor

Chief Executive Officer

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

Mayor

Chief Executive Officer

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

Mayor

Chief Executive Officer

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

Mayor

Chief Executive Officer

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

Shire President

Chief Executive Officer

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

Shire President

Chief Executive Officer

THE COMMON SEAL of RIVERS)
REGIONAL COUNCIL)
(ABN 80 479 097 483) was affixed)
in the presence of:)

Chairperson

Chief Executive Officer

Approved by the Minister for Local Government

David Templeman MLA

Date