



**MINUTES**

**CERTIFICATION OF CONFIRMATION OF  
COMMITTEE MEETING MINUTES**

3 FEBRUARY 2011

I, Mr Shane Purdy, hereby certify that the following minutes [pages 1 to 43] of the Meeting of **TECHNICAL ADVISORY COMMITTEE** held on 3 February 2011 were confirmed at a meeting of the Committee held on 7 April 2011.

A handwritten signature in black ink, appearing to read 'S Purdy', is written over a horizontal line.

**Signature**

Mr Shane Purdy

**Person presiding at the Committee Meeting held on 7 April 2011**

## TECHNICAL ADVISORY COMMITTEE

### MINUTES

3 February 2011

(REF: COMMITTEES-11690)

A meeting of the Technical Advisory Committee was held at the EMRC Administration Office, 1<sup>st</sup> Floor, 226 Great Eastern Highway, BELMONT WA 6104 on **Thursday, 3 February 2011**. The meeting commenced at **4.02pm**.

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**6 PRESENTATIONS**

Nil

**7 ANNOUNCEMENT OF CONFIDENTIAL MATTERS FOR WHICH THE MEETING MAY BE CLOSED TO THE PUBLIC**

Nil

**8 BUSINESS NOT DEALT WITH FROM A PREVIOUS MEETING**

Nil



## **9 REPORTS OF OFFICERS**

### **9.1 A REVIEW OF THE MUNICIPAL WASTE ADVISORY COUNCIL (MWAC) PARTNERSHIP AGREEMENT**

**REFERENCE: COMMITTEES-11611**

#### **PURPOSE OF REPORT**

To advise Council of the updated MWAC Partnership Agreement and for Council to consider its endorsement.

#### **KEY ISSUES AND RECOMMENDATION(S)**

- The MWAC Partnership Agreement between WALGA and the Regional Councils has been reviewed and has been referred back to the Regional Councils for endorsement.
- There are only minor changes to the Partnership Agreement previously endorsed by Council.

#### **Recommendation(s)**

That Council endorses the new MWAC Partnership Agreement.

#### **SOURCE OF REPORT**

Director Waste Services

#### **BACKGROUND**

At the MWAC meeting held in December 2009 it was agreed a working group, that included all parties to the Agreement, be formed to undertake a review of the MWAC Partnership Agreement. The MWAC Partnership Agreement had been approved in early 2009 and was to be reviewed after 6 months and at three year intervals thereafter. As the West Australian Local Government Association (WALGA) was reviewing its internal governance the review was delayed and a further delay occurred waiting for the WALGA State Council Corporate Charter to be updated.

#### **REPORT**

The MWAC Partnership Agreement is an agreement between WALGA and the Eastern Metropolitan Regional Council, the City of Geraldton-Greenough, the Mindarie Regional Council, the Rivers Regional Council, the Southern Metropolitan Regional Council and the Western Metropolitan Regional Council that sets out the broad objectives, responsibilities, principles, procedures and MWAC funding arrangements.

MWAC is a forum for local government officers and elected members to meet and discuss waste management issues and lobby's the DEC and the Waste Authority on behalf of local government. The regional councils and the City of Geraldton – Greenough contribute 50% of MWAC's core funding and also contribute to special projects.

The new Partnership Agreement is almost identical to that previously endorsed by Council but includes the changes to the State Council Corporate Charter that states:

*"SHOULD STATE COUNCIL ELECT NOT TO ENDORSE A DRAFT (MWAC) POLICY, THE MATTER IS TO BE REFERRED BACK TO MWAC FOR FURTHER CONSIDERATION. IN THIS CIRCUMSTANCE, STATE COUNCIL IS TO PROVIDE MWAC WITH ITS RATIONALE FOR REFERRING THE MATTER BACK."*



*Item 9.1 continued*

A further change is for the WALGA president to be an ex-officio member. MWAC has endorsed the updated MWAC Partnership Agreement (Attachment 1) and is seeking endorsement by the Regional Councils.

Whilst the Forum of Regional Councils (FORC) is now undertaking some of the lobbying activities once undertaken by MWAC the two groups are complementary as FORC is primarily focussed on progressing alternative waste treatment projects.

**STRATEGIC/POLICY IMPLICATIONS**

The MWAC Partnership Agreement assists in providing advice, lobbying and advocacy and assists in improving regional waste management.

**FINANCIAL IMPLICATIONS**

The EMRC contribution to MWAC for 2010/2011 amounts to \$23,211.06 and funds have been allocated in the budget.

**SUSTAINABILITY IMPLICATIONS**

Nil

**MEMBER COUNCIL IMPLICATIONS**

<b>Member Council</b>	<b>Implication Details</b>
Town of Bassendean	} Nil
City of Bayswater	
City of Belmont	
Shire of Kalamunda	
Shire of Mundaring	
City of Swan	

ATTACHMENT(S)

MWAC Partnership Agreement ([Ref: Committees-11618](#))

VOTING REQUIREMENT

Simple Majority

**RECOMMENDATION(S)**

That Council endorses the new MWAC Partnership Agreement.



*Item 9.1 continued*

The Director Waste Services summarised the report.

The Chairman queried whether there is a benefit in maintaining membership of the Municipal Waste Advisory Council (MWAC) given the EMRC's membership of FORC. The Director Waste Services advised that MWAC was more focused on general local government waste issues unlike the Forum of Regional Councils (FORC) that had a primary focus on resource recovery facility issues.

**TAC RECOMMENDATION(S)**

MOVED MR LUTEY

SECONDED MR PEARSON

That Council endorses the new MWAC Partnership Agreement.

**CARRIED UNANIMOUSLY**

**Partnership Agreement**  
**Municipal Waste Advisory Council**

DATED the \_\_\_\_\_ day of \_\_\_\_\_ 2010

BETWEEN:

**Western Australian Local Government Association;**  
AND  
**Eastern Metropolitan Regional Council;**  
AND  
**City of Geraldton-Greenough;**  
AND  
**Mindarie Regional Council;**  
AND  
**Rivers Regional Council;**  
AND  
**Southern Metropolitan Regional Council;**  
AND  
**Western Metropolitan Regional Council.**

**Background**

- The Municipal Waste Advisory Council (“the MWAC”) was established in December 1994 as a standing committee of the Association with delegated authority to represent the Association in respect of matters relating to municipal waste issues.
- The objective of the MWAC is to encourage and promote economically sound, environmentally safe and efficient waste management practices and to ensure that the shared interests of all Western Australian Local Governments, as they relate to waste management, are effectively managed. An Officers Advisory Group has been created as an advisory committee to the MWAC. Membership of the MWAC and the Officers Advisory Group currently consists of the major Regional Councils.
- The Municipal Waste Program has been established as a non-grant program of the Association, the governance of which is the responsibility of the MWAC.
- The Parties have entered into this Partnership Agreement to record and outline the broad objectives, responsibilities, principles and procedures that govern the operation of the MWAC and the Officers Advisory Group and the role of these bodies and their officers in governing and managing the Municipal Waste Program, including:
  - the legal status and funding arrangements for the MWAC;
  - the roles and responsibilities of the MWAC, the MWAC Chair and the Executive Officer; and
  - the relationship between the MWAC and the State Council.

**Partnership Agreement**

**1. Definitions and Interpretation**



Unless otherwise required by the context or subject matter, in this Partnership Agreement the following terms are defined:

**Annual Budget** means the annual operating budget of the MWAC for any given financial year determined in accordance with clause 6 and which funds the core activities of the MWAC;

**Association** means the Western Australian Local Government Association;

**Consumer Price Index** means the consumer price index compiled by the Australian Bureau of Statistics for the Perth (Capital City) Area (All Groups);

**Contributing Parties** means those Parties who elect to participate in and fund a Special Project pursuant to clause 3.1.2;

**Contribution** means the amount each Party is liable to contribute to the Annual Budget in accordance with clause 6.2;

**Executive Officer** means the Executive Officer to the MWAC appointed as the manager of the Municipal Waste Program under contract by the WALGA Chief Executive Officer;

**Forum of Regional Councils (FORC)** The Forum of Regional Councils (FORC) comprises the five metropolitan Regional Councils and the City of Geraldton Greenough who have agreed voluntarily to work to promote areas of common interest associated with the management of waste disposal and processing. The Forum has been meeting on a regular basis since mid 2006. The purpose of FORC is to focus on Regional Council waste disposal and processing management issues and to undertake projects and tasks agreed to by members.

**Member** means an Officer appointed by a Party to represent that Party on the MWAC, the Officers Advisory Group or a Working Group as the case may be;

**MWAC** means the Municipal Waste Advisory Council;

**Municipal Waste Program** means the waste management activities of the Association that is governed by the MWAC under the delegated authority, these activities are outlined in the MWAC Strategic Plan;

**Officer** means an employee of a Party;

**Parties or Party** means the local government organisations that are signatories to this Partnership Agreement and any additional local government organisations added to this Partnership Agreement pursuant to clause 7.1;

**Project Objectives** means the basic objectives and intentions of the MWAC as specified in clause 2;

**Regional Council** for the purposes of this Partnership Agreement means a regional local government under the *Local Government Act 1995 (WA)* and includes the City of Geraldton-Greenough as a non-metropolitan local government acting as a regional service provider;

**Regional Council Member** means a Regional Council that is Party to this Partnership Agreement;

**Special Project** means a project that is outside the core activities of the MWAC and which is established by the MWAC pursuant to clause 3.1.2;

**State Council** means the governing and decision making board of the Association;

**Waste Authority** means the Western Australian statutory Authority established under the Waste Avoidance and Resource Recovery Act 2007, with responsibilities which are outlined under that Act.

**Waste Management Association of Australia (WMAA)** Australia's peak association for waste management professionals.

## 2. Project Objectives

(a) The MWAC and the Municipal Waste Program shall be conducted and carried out in accordance with the Project Objectives and the Parties shall observe the spirit and intent of the Project Objectives whilst Parties to this Partnership Agreement.

- (b) The Project Objectives of the MWAC are to:
- (i) encourage and promote economically sound, environmentally safe and efficient waste management practices;
  - (ii) ensure that the shared interests of all Western Australian Local Governments and Regional Councils, as they relate to waste management, are effectively represented;
  - (iii) establish and maintain effective and open communication and cooperation across all Western Australian Local Governments and Regional Councils on relevant waste management issues;
  - (iv) foster and develop interaction between the MWAC and other portfolio areas within the Association and across State Government, the Waste Authority and key stakeholders. For example, the areas of planning, procurement, environment and waste;
  - (v) be responsive and practical in exercising its functions and in governing the Municipal Waste Program.
  - (vi) ensure effective elected member and officer participation and contribution. .

## 3. Role, Responsibilities and Powers of the MWAC and the Association

### 3.1 The MWAC

#### *General Functions of the MWAC*

- (a) The principal role of the MWAC in exercise of the delegated authority is to govern the Municipal Waste Program and to represent the interests of the Parties and Local Government generally, in all matters relating to local government waste management.
- (b) Without limiting the MWAC's principal role, the broad functions and responsibilities of the MWAC include:
- (i) defining policy and providing the overall strategic direction of the Municipal Waste Program to achieve the interests of the Parties to this Partnership Agreement;
  - (ii) maintaining the MWAC as a credible, active and effective peak body in the area of waste management;

- (iii) facilitating and encouraging cooperative linkages between Local, State and Federal Government, Regional Councils, FORC, WMAA, Waste Authority, industry and the community;
  - (iv) representing the interests of the Association in all matters relating to local government waste management in accordance with the Association's policy statements and formal positions on an issue, and without prior reference to the Association where a formal Association position on an issue is not current or has not yet been developed PROVIDED THAT any such position is subsequently put to the Association as soon as practicable for confirmation;
  - (v) acting as an interface between the Parties to this Partnership Agreement and other local governments;
  - (vi) promoting economically sound, environmentally safe and socially acceptable waste management and minimisation strategies;
  - (vii) coordinating and initiating research on waste management issues;
  - (viii) through the WALGA Chief Executive Officer and the MWAC Chair, monitoring and evaluating the performance of the Executive Officer against established key performance indicators;
  - (ix) approving major operating plans, including the strategic plan;
  - (x) approving the Annual Budget in accordance with the terms of this Partnership Agreement; and
  - (xi) ensuring the Municipal Waste Program complies with the law and the Association's operational policies and procedures.
- (c) Under the terms of the delegated authority, the MWAC may not make decisions:
- (i) concerning the acquisition, holding and disposition of real property or the borrowing of money or setting Association subscription levels;
  - (ii) that are inconsistent with an existing formal policy statement of the Association without prior reference to and the prior approval of the State Council; and
  - (iii) relating to operational matters as such matters remain the responsibility of the Executive Officer, reporting to the WALGA Chief Executive Officer or to their delegate.

*Special Projects*

- (d) The MWAC may establish special projects over and above the core activities of the Municipal Waste Program ("Special Project").
- (e) Participation in a Special Project by the Parties will be voluntary and at the discretion of each Party.
- (f) Where not all of the Parties elect to be part of a Special Project the Parties that do elect to be part of the Special Project ("the Contributing Parties") will form a working group ("Working Group").
- (g) The Working Group shall:
- (i) comprise of a representative from each Contributing Party selected by such Contributing Party in its absolute discretion to represent it in respect of the Special Project;
  - (ii) report regularly to the MWAC as to the status of the Special Project;
  - (iii) ensure that funding contributions are properly acquitted against project deliverables; and
  - (iv) comply with the Project Objectives and the law.

- (h) The MWAC or the Working Group may invite other stakeholders to participate in a Special Project. The stakeholder must make a financial contribution to the funding of the Special Project (as determined by the Working Group) and thereafter will be entitled to put forward a representative to the Working Group and participate fully in the operation of the Special Project.

### **3.2 The Association**

- (a) The Association is responsible for the operation and governance of the Municipal Waste Program, including but not limited to all matters pertaining to financial administration, resource and asset management, information management, contracts, grant administration and the employment and management of staff associated with the Municipal Waste Program.
- (b) While functional control of the Municipal Waste Program is vested in the Association, the Association expressly acknowledges and agrees that the other Parties to this Partnership Agreement have a vested interest in the strategic direction of the Municipal Waste Program and the exercise of this interest is to be facilitated through membership to the MWAC and the Officers Advisory Group.
- (c) The State Council is the governing board of the Association, responsible for the management and affairs of the Association. State Council has responsibility for final endorsement of Policy Statements, put forward by MWAC.
- (d) In line with its Corporate Charter, should State Council elect not to endorse a draft Policy, the matter is to be referred back to MWAC for further consideration. In this circumstance, State Council is to provide MWAC with its rationale for referring the matter back.

## **4. Structure of the MWAC and the Officers Advisory Group**

### **4.1 MWAC**

- (a) The MWAC shall consist of permanent members as follows:
  - (i) five (5) Association Delegates; and
  - (ii) one (1) Regional Council Delegate from each Regional Council Member,
- (b) One of the members of MWAC shall hold the office of MWAC Chair.
- (c) The Association Delegates will comprise:
  - (i) four (4) members of the State Council selected by the Association in its absolute discretion from each of the State Council policy teams ("the State Council Members");
  - (ii) one (1) local government elected member selected by the Association, who in the opinion of the Association has appropriate skills and experience to complement the skills of the State Council Members ("the Local Government Member"); and
  - (iii) if, for whatever reason, any of the four (4) State Council Member positions specified in clause 4.1(c)(i) are not filled, the Association may select additional Local Government Members to fill such position who, in the opinion of the Association, have knowledge of and experience in the policy area in deficit;
  - (iv) at least two (2) of the elected members (either State Council Members or Local Government Members) from non-metropolitan local governments.

- (d) Regional Council Delegates will comprise one representative of each Regional Council Member selected by the relevant Regional Council Member in its absolute discretion to represent its interests on the MWAC (this includes determination of voting rights).
- (e) Deputy members are also permitted to attend meetings in the even that a member cannot attend a meeting of the MWAC.
- (f) The WALGA President is included as an ex-officio member of MWAC but does not have voting rights.

#### 4.2 Officers Advisory Group

- (a) The Officers Advisory Group shall consist of:
  - (i) the Chief Executive Officer of each Regional Council Member (or their delegate); and
  - (ii) three (3) local government officers from local governments in the non-metropolitan area and three (3) local government officers from local governments in the metropolitan area ("the Officers at Large");
- (b) For the avoidance of doubt:
  - (i) the Officers at Large do not need to be Officers of a Party to this Partnership Agreement; and
  - (ii) it is not mandatory for all positions on the Officers Advisory Group to be filled for the Officers Advisory Group to operate.
- (c) The Association, in consultation with the MWAC, shall select the Officers at Large and must ensure where possible that the Officers at Large come from a diverse range of local governments to give a good coverage of the State.
- (d) The Officers at Large shall each hold their office on the Office Advisory Group for a two (2) year term PROVIDED THAT to ensure retention and transfer of knowledge such a term of office may be longer or shorter to ensure that in any one calendar year not more than three (3) Officers at Larges' term of office expires.
- (e) Members of the Officers Advisory Group are entitled to attend meetings of the MWAC.

### 5. Roles and Relationships

#### 5.1 The MWAC Chair

##### *Appointment and Term of Office*

- (a) The members of MWAC will appoint a member of MWAC as chairperson of MWAC ("MWAC Chair");
- (b) The term of office of the MWAC Chair is 2 years ("Term").
- (c) Prior to expiry of the Term the then current members of MWAC must, by simple majority, elect a new chairperson from the then current members of MWAC.
- (d) An existing MWAC Chair can be re-elected as the MWAC Chair.

##### *Role of MWAC Chair*

- (e) The MWAC Chair shall:

- (i) preside at all meetings of the MWAC at which they are present;
- (ii) represent and advocate the resolutions of the MWAC;
- (iii) provide leadership to MWAC and promote active participation in MWAC;
- (iv) work with the Executive Officer in establishing the agenda for MWAC meetings;
- (v) subject to the protocol negotiated with the WALGA President and in consultation with the Executive Officer, act as principal spokesperson and media contact on such matters as are required;
- (vi) be the spokesperson for the MWAC at conferences and in the reporting of performance and financial information relating to the MWAC;
- (vii) be the major point of contact between the MWAC and the Executive Officer;
- (viii) regularly review with the Executive Officer the progress of important initiatives and significant issues;
- (ix) provide mentoring to the Executive Officer;
- (x) support the WALGA Chief Executive Officer (or his/her delegate) in undertaking the performance evaluation process for the Executive Officer and setting annual key performance indicators, with deliberate input from the MWAC where appropriate; and
- (xi) oversee the annual processes of the MWAC and individual MWAC member performance evaluations.

## 5.2 Protocol between the WALGA President and the MWAC Chair

- (a) The WALGA President and the MWAC Chair are to establish, as soon as is practicable, a protocol between the two office holders which:
  - (i) confirms their respective roles as the public spokesperson and media contact for issues pertaining to the Municipal Waste Program; and
  - (ii) deals with which office holder will take the lead responsibility in representing the waste management portfolio at ministerial, departmental and other external stakeholder meetings,
- (b) The Protocol is to be re-negotiated as soon as is practicable upon the election of a new WALGA President or MWAC Chair.

## 5.3 The Executive Officer

- (a) The Executive Officer is responsible for the ongoing management of and operational matters concerning the Municipal Waste Program in accordance with the strategy, programs and key performance indicators approved by the MWAC, and the operational policies and procedures established by the Association.
- (b) The Executive Officer is jointly accountable to the WALGA Chief Executive Officer and the MWAC for the achievement of key performance indicators identified by the MWAC.

## 5.4 Elected Members on MWAC

As an elected member on MWAC, roles include:

- (a) attendance at and participation in all MWAC meetings;
- (b) taking part in MWAC events, where practicable;
- (c) Completing an Induction process of MWAC;
- (c) representation and advocacy regarding the resolutions of the MWAC to State Council, Regional Councils or individual Local Government depending on the representative (i.e. State Council Representative will advocate the resolutions of MWAC to State Council and other WALGA structures)

## 6. Funding and Financial Management of the MWAC

## 6.1 Annual Budget

### *Purpose of Annual Budget*

- (a) The Annual Budget of the MWAC is to be used to fund the core activities of the Municipal Waste Program and to support the allocation of staff time and their support costs.

### *Determination of Annual Budget*

- (b) Every financial year a new Annual Budget will be determined for the MWAC. The Association financial year ends 31 May.

- (c) Subject to clause 6.1(d), the proposed Annual Budget for any given financial year will increase or decrease, as the case may be, by reference to the Consumer Price Index and will be calculated on the basis of the following formula:

$$\text{Proposed Annual Budget} = (\text{Previous Years Annual Budget} \times \text{Current Consumer Price Index})$$

- (d) The Annual Budget calculated in accordance with above formula is subject to the respective budgetary processes of the parties to the Partnership Agreement. A final determination on the Annual Budget will not be made until each Party has approved their respective annual operating budgets.
- (e) The Parties' Contribution must be paid to and will be held by the Association for the purposes of the Municipal Waste Program.
- (f) Additional funding may be sought on an ad hoc basis if there are insufficient funds to undertake core activities.

*Note:* Funding of core activities of MWAC was determined for the 2008/09 financial year as \$209,474, this represented the previous years funding with a Consumer Price Index increase. The budget for the coming financial years will be made on this basis.

## 6.2 Parties' Contribution to the Annual Budget

### *Parties' Proportions*

- (a) Each Party is liable to make an annual contribution to the Annual Budget in the following proportions:

- (i) The Association: 50% of the Annual Budget; and

- (ii) All other Parties: 50% of the Annual Budget apportioned as follows:

- The proportion each Party (other than the Association) is liable to contribute to the Annual Budget is calculated on a base rate of \$5,000 and the remaining funds calculated by reference to the proportion of the population of the region that particular Party represents (in relation to the other non-Association parties to the Partnership Agreement at the time of the calculation).

### *Additional Funding*

- (b) If additional funding is required, the MWAC may request such additional sum from the Parties in such proportions as if this sum were treated as the Annual Budget for the purposes of clause 6.2(a).

- (c) If during any given financial year the MWAC has reason to suspect there will be a projected surplus or deficit in the Annual Budget, the MWAC must report this to the State Council as

soon as is practicable. In consultation with the MWAC, the surplus or deficit will be dealt with through the Association's formal budget revision process.

### 6.3 Funding Special Projects

#### *Special Project Budget*

- (a) The amount of funding required to carry out a Special Project and the amount each Contributing Party is required to contribute is to be determined by the Contributing Parties to that Special Project, subject to ratification by the MWAC.
- (b) Each Contributing Party must pay their proportion of the Special Project budget determined in accordance with clause 6.3(a) to the Association to be held by the Association for the purposes of the Special Project.

#### *Surpluses or Deficits*

- (c) If the Contributing Parties suspect at any time during a Special Project that there may be a deficit in funding the Contributing Parties must immediately report this to the MWAC. Thereafter the Contributing Parties, in consultation with the MWAC will undertake a formal budget revision of the Special Project which may result in reducing expenditure on the Special Project or requesting additional contributions from the Contributing Parties.

#### *Refund and Re-invoicing for Continuing Special Projects*

- (d) If a Special Project continues for multiple financial years, the parties that have agreed to make financial contributions for each project must ensure that their funding commitments are honoured. Where this occurs, the Association will either:
  - (i) invoice the parties for instalment payments in line with the progress of actual expenditure on projects; or
  - (ii) where the Partnership Agreement funding retained by the Association for the special projects exceeds \$20,000 at the conclusion of a financial year, refund these funds to the Parties on the basis of their contributions and then re-invoice the Parties for the same Partnership Agreement funding in the new financial year. The refunding of monies held for special projects will prevent these funds being converted to retained earnings at the conclusion of the Association's financial year.

#### *Completion of Special Project*

- (e) Surplus funds that remain unexpended after the completion of a Special Project are to be refunded to the Contributing Parties in the proportions of each Contributing Party's total contribution to the Special Project as soon as is reasonably practicable.

#### *Continuing Funding Obligation*

- (f) For the avoidance of doubt, if a Party ceases being a Contributing Party or otherwise withdraws from the Special Project, such Party is still obligated to honour all of its funding obligations in respect of such Special Project.

### 6.4 Other Funding

The Association administers a range of State and Commonwealth grant programs which provide outcomes in line with the objectives of the Municipal Waste Program. Funding from these grants may support the employment of additional staff within the Municipal Waste Program for grant-funded projects and or the administration of devolved grant programs that can be accessed by local governments.

### 6.5 Funding Obligations of Additional Parties



If a new party is added to this Partnership Agreement in accordance with clause 7.1, such party shall as soon as possible make a contribution to the Annual Budget calculated in accordance with the method in clause 6.2(a) apportioned according to the length of the relevant financial year remaining.

## **7. Addition, Withdrawal and Removal of Parties and Winding-up of the MWAC**

### **7.1 Addition of Parties**

- (a) Additional parties may be added to this Partnership Agreement at any time by a simple majority resolution of the MWAC.
- (b) An additional Party will have full voting rights and be able to appoint a representative to represent it on the MWAC and Officers Advisory Group and fully participate in the Municipal Waste Program PROVIDED the additional Party has:
  - (i) duly executed and returned to the Association an Acknowledgement in the form prescribed in Schedule 1 of this Partnership Agreement agreeing to observe and perform all the terms and conditions of this Partnership Agreement; and
  - (ii) made its contribution to funding in accordance with clause 6.5.

### **7.2 Withdrawal of Parties**

- (a) A Party can elect to withdraw from this Partnership Agreement by giving not less than one (1) full financial year's written notice to the MWAC, and which notice must specify the withdrawal will take effect on the last day of a financial year ("Withdrawal Date"). The withdrawal will take effect and the Party withdrawing will cease to be a Party on the Withdrawal Date.
- (b) If a withdrawing Party gives notice of its intention to withdraw from this Partnership Agreement pursuant to this clause this does not release the withdrawing Party from honouring any of its funding obligations under this Partnership Agreement, particularly:
  - (i) in respect of Annual Budget contributions the withdrawing Party must if it has not already done so, make full payment of its Contribution to the Annual Budget or any other contributions it is liable to make under clauses 6.2; and
  - (ii) in respect of contributions to Special Projects (if applicable), make all required contributions until completion of the Special Project. The Withdrawing Party would however be entitled to have access to the outcomes and results of the Special Project.

### **7.3 Removal of Parties**

Parties may be removed from this Partnership Agreement at any time by an Absolute Majority of the MWAC, subject to ratification by the State Council. If a Party is removed pursuant to this clause such removal takes immediate effect but does not release the removed Party from their liability to make, for the balance of the financial year in which they were removed, funding contributions under this Partnering Arrangement, whether contributions to the Annual Budget or to Special Projects;

### **7.4 Winding-up of the MWAC**

- (a) This Partnership Agreement may wound up at any time by an Absolute Majority of the State Council.
- (b) If this Partnership Agreement is wound up pursuant to this clause before the end of the relevant financial year any funds contributed by the Parties will be returned to such Parties

in the same proportion as they were provided and apportioned according to the length of the financial year remaining.

## 8. Relationship Between the Parties

Notwithstanding any other provision of this Partnership Agreement:

- (a) nothing contained in this Partnership Agreement constitutes a relationship between the Parties as partners, quasi-partners or members of an association, each others agent or any other relationship in which a Party may be liable generally for the debts, acts or omissions of another Party; and
- (b) a Party shall not have any authority to act for, or to create or assume any responsibility, obligation or liability on behalf of, any other Party.

## 9. Review of the Partnership Agreement

- (a) The Partnership Agreement will be reviewed six (6) months from the date of the Partnership Agreement, then every three (3) years, to ascertain whether the Partnership Agreement continues to meet the Project Objectives and the needs of the Parties and to discuss possible improvements and amendments to the Partnership Agreement.
- (b) The Partnership Agreement review process shall be managed by a Working Group comprising a representative from each of the Parties, selected by each Party prior to the date of review.
- (c) The Working Group shall report to the MWAC on the review; including recommendations for amendment where necessary.

## 10. Intellectual Property and Confidential Information

### 10.1 Intellectual Property

- (a) In this clause “**Intellectual Property Rights**” means all current and future rights in any registered designs, know how, copyright, moral rights, designs, patents or trade marks, or any other kind of recognised right to intellectual property subsisting at law or capable of subsisting or being obtained under any legislation and whether in Australia or throughout the world and any application or right to apply for registration of any of those rights and interest, in and to all material, reports, products, inventions or information (including each and every stage of design and construction) created by the MWAC or created in the course of, or in relation to, the Municipal Waste Program or by any Party in the course of or in relation to the Municipal Waste Program.
- (b) Any Intellectual Property Rights vest jointly in and are the joint property of all the Parties existing at the time the matter the subject of the Intellectual Property Right was created.
- (c) To the extent that anything created through the Municipal Waste Program contains material the subject of pre-existing intellectual property rights of any Party or third parties, nothing in this Partnership Agreement will affect those rights but such Party hereby grants and shall use its best endeavours to procure the relevant third parties to grant to the other Parties of the Partnership Agreement a non-exclusive, non-transferable right:
  - (i) to use, reproduce and adapt for their own use; and
  - (ii) to perform any other act with respect to copyright and to commercialise,

all those intellectual property rights but only as part of the material and of any future development of that material.

- (d) For the purposes of this clause, "commercialise" means to manufacture, sell, hire or otherwise exploit a product or process, or to provide a service, or to licence any third party to do any of those things.

**10.2 Continuing Obligation**

The provisions of this clause 10 shall continue to bind each Party to this Partnership Agreement notwithstanding that it may cease to be a Party.

**11. Effect of Execution**

This Partnership Agreement binds each party who executes it notwithstanding the failure by any other person to execute this Partnership Agreement.

EXECUTED BY THE PARTIES

EXECUTED by  
for and on behalf of the **Western Australian Local  
Government Association**  
in the presence of:

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

EXECUTED by  
for and on behalf of the  
**City of Geraldton-Greenough** )  
in the presence of: )

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

EXECUTED by )  
for and on behalf of the )  
**Mindarie Regional Council** )  
in the presence of: )

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

EXECUTED by )  
for and on behalf of the )  
**Southern Metropolitan** )  
**Regional Council** )  
in the presence of: )

Witness Signature:

Witness Name:

EXECUTED by  
for and on behalf of the **Eastern Metropolitan Regional  
Council**  
in the presence of:

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

EXECUTED by )  
for and on behalf of the )  
**Rivers Regional Council** )  
in the presence of: )

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

EXECUTED by )  
for and on behalf of the **Western** )  
**Metropolitan Regional Council** )  
in the presence of: )

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

Witness Address:

Witness Occupation:

Schedule 1  
*Form of Acknowledgement*

ACKNOWLEDGEMENT

The [Name of Local Government] HEREBY:

- (a) agrees to be added as a party to the Partnership Agreement ("the Partnership Agreement") annexed to this Acknowledgement and agrees to comply with and be bound by the terms and conditions of the Partnership Agreement; and
- (b) acknowledges that until it duly executes and returns this Acknowledgement to the Association and makes the required funding contribution, it will not be able to appoint an active, voting member to the Municipal Waste Advisory Council.

DATED:                      day of    20\_\_

\_\_\_\_\_  
Signature of Chair

\_\_\_\_\_  
Name of Chair



## 9.2 FEES AND CHARGES – ASBESTOS DISPOSAL FOR COMMERCIAL CUSTOMERS

REFERENCE: COMMITTEES-11402

### PURPOSE OF REPORT

To propose an increase for the disposal of asbestos charge payable by commercial entities and others from outside the Perth Eastern Region to recover the additional costs being incurred in dealing with the large quantities of asbestos waste now being received.

### KEY ISSUES AND RECOMMENDATION

- Though the 2010/2011 GST inclusive fee for the disposal of asbestos for commercial (non member Council) entities was increased from \$104.00/tonne to \$120.00/tonne for 2010/2011 so as to reduce the amount of asbestos being delivered by commercial entities and others from outside the Perth Eastern Region the increased fee is substantially less than that being charged by other landfills and the quantities of asbestos being received have increased.
- As there are special burial requirements for asbestos the large quantities of asbestos being delivered to Red Hill are impacting other operations and additional costs are being incurred.
- There is no change in the asbestos disposal fee for member Councils or their residents.

#### Recommendation(s)

That Council:

1. By an absolute majority in accordance with section 6.16 of the Local Government Act 1995 sets the fees for asbestos disposal at the Red Hill Waste Management Facility at \$150.00/tonne (Incl GST) effective 14 March 2011.
2. Give local public notice of the above fees to take effect 10 days from the date of local public notices.

### SOURCE OF REPORT

Director Waste Services

### BACKGROUND

Council has traditionally maintained the asbestos disposal fee for residents at a level that encourages responsible disposal and the fee for commercial entities at a level that recovers all costs incurred.

### REPORT

The current fee for asbestos disposal by commercial entities of \$120.00/tonne was an increase of \$16.00 per tonne over that charged in 2009/2010. The increase was expected to encourage commercial entities to deliver asbestos waste to other landfills and reduce the impact that asbestos disposal has on other operations undertaken at the Red Hill Waste Management Facility. However the \$120.00 per tonne rate is \$80.00/tonne less than that being charged by the Mindarie Regional Council at Tamala Park and \$32.00/tonne less than that being charged by the City of Rockingham for disposal at Millar Road Landfill.

In the first six months of 2010/11 a total of 1949.7 tonnes of asbestos has been received, 45.7% more than that received in the same period in 2009/10. If the 2010/11 monthly average of 324.95 tonnes is projected for a full year, it may be that in the order of 3,900 tonnes will be received over the full year. Due to the requirement that asbestos waste be buried, covered and its location noted in an asbestos disposal register using co-ordinates there is a substantial additional workload that requires staff to stop other activities to deal with the asbestos.



*Item 9.2 continued*

An increase in the disposal fee to \$150.00/tonne, inclusive of GST, should generate additional income in the order of \$22,000.00 that will cover the additional costs being incurred.

**STRATEGIC/POLICY IMPLICATIONS**

Increasing the asbestos disposal fee for commercial operators will recover the additional costs being incurred such that the EMRC's financial viability and the sustainability of waste operations will not be impacted nor will there be an impact on regional waste management.

**FINANCIAL IMPLICATIONS**

It is anticipated that the additional asbestos tonnages and the implementation of a fee increase will result in actual revenues exceeding budgeted revenues from asbestos disposal by some \$100,000.00.

**SUSTAINABILITY IMPLICATIONS**

Nil

**MEMBER COUNCIL IMPLICATIONS**

<b>Member Council</b>	<b>Implication Details</b>
Town of Bassendean	} Nil
City of Bayswater	
City of Belmont	
Shire of Kalamunda	
Shire of Mundaring	
City of Swan	

ATTACHMENT(S)

Nil

VOTING REQUIREMENT

Absolute Majority

**RECOMMENDATION(S)**

That Council:

1. By an absolute majority in accordance with section 6.16 of the Local Government Act 1995 sets the fees for asbestos disposal at the Red Hill Waste Management Facility at \$150.00/tonne (Incl GST) effective 14 March 2011.
2. Give local public notice of the above fees to take effect 10 days from the date of local public notices.



*Item 9.2 continued*

The Chairman advised that there had been a noticeable increase in asbestos dumping within the reserves in the Mundaring area. The Director Waste Services stated that it may be useful to complain to the Department of Environment and Conservation (DEC) that there had been an increase in illegal dumping as a result of the increased Landfill Levy, particularly since the former Minister of the Environment had introduced additional legislation with respect of illegal dumping that might arise as a result. In response to the CEO's query on whether there were any alternative methods of disposing of asbestos other than to landfill, the Director Waste Services and Manager Project Development advised that there were none available in WA and those that were available were considerably more expensive. The CEO advised that he would be prepared to consider a further recommendation for the EMRC to seek exemption for asbestos disposal from the Department of Environment and Conservation (DEC) to reduce the level of illegal dumping of asbestos if it was so moved.

AMENDMENT

Moved Mr Pearson, seconded Mr Coten that an additional recommendation be added as follows:

- "3. That the EMRC seek an exemption from paying the Landfill Levy on asbestos from the Director General of the Department of Environment and Conservation to reduce the amount of illegal dumping of asbestos that has occurred since 1 January 2010 when the levy was increased."*

The substantive motion included the recommendation 3.

**TAC RECOMMENDATION(S)**

MOVED MR PEARSON                      SECONDED MR COTEN

That Council:

1. By an absolute majority in accordance with section 6.16 of the Local Government Act 1995 sets the fees for asbestos disposal at the Red Hill Waste Management Facility at \$150.00/tonne (Incl GST) effective 14 March 2011.
2. Give local public notice of the above fees to take effect 10 days from the date of local public notices.
3. That the EMRC seek an exemption from paying the Landfill Levy on asbestos from the Director General of the Department of Environment and Conservation to reduce the amount of illegal dumping of asbestos that has occurred since 1 January 2010 when the levy was increased.

**CARRIED UNANIMOUSLY**





### **9.3 TENDER 2010-05 SUPPLY AND INSTALLATION OF TRANSPORTABLE ADMINISTRATION OFFICE AT RED HILL**

**REFERENCE: COMMITTEES-11723**

#### **PURPOSE OF REPORT**

To advise Council of the results of the Tender for the Supply and Installation of a Transportable Administration Building at Red Hill and recommend acceptance of the Nordic Homes tender.

#### **KEY ISSUES AND RECOMMENDATION(S)**

- A tender for the offsite construction and delivery/installation of a transportable office building was advertised in the West Australian newspaper on 27 November 2010 and online at the EMRC Tenderlink Website.
- Tenders closed on 16 December 2010 and six tender submissions were received.
- The tenders have been assessed and a preferred tenderer selected.
- A Development Application has been submitted and has been approved by the City of Swan.

#### **Recommendation(s)**

That Council:

1. Award tender number 2010-05 to Nordic homes in the amount of \$265,418.70 (ex GST).
2. Authorise the CEO to enter into a contract, on behalf of the EMRC, with Nordic Homes in accordance with their submitted tender, subject to any minor variations that may be agreed between the CEO and Nordic Homes.
3. Authorise the CEO to expend additional monies, up to a 10% contingency amount of \$26,542.00 (ex GST), if required.

#### **SOURCE OF REPORT**

Director Waste Services  
Project Engineer

#### **BACKGROUND**

As a result of the expansion in the range of activities being co-ordinated from the Red Hill Waste Management Facility, there has been an increase in the number of administration staff based at Red Hill since the site began operating in 1979. The original office, a transportable 3m x 3m site hut, was replaced by a brick building for the administration staff and weighbridge clerks. The building has been extended on two occasions to cater for increases in staff numbers but it is no longer adequate for current and future staff numbers.

#### **REPORT**

Currently there are 5 full time members of staff operating out of the Red Hill Administration Building though it is sized for just 3. There are also occasions when up to three staff usually based at the Belmont office are required to be based at Red Hill during certain times of the year and space is of a premium.

The 2 Site supervisors currently work out of a transportable 4m x 3m office and the 20 operations staff alternate shifts for lunch and breaks as the 6m x 3m amenities room is too small for more than 10 at a time.



### *Item 9.3 continued*

Whilst consideration was given to extending the existing building the existing building site constraints and cost estimates were such that a new administration building, designed to cater for all the Red Hill administration staff, the site supervisors with allowance for three workstations for Belmont based staff was considered a more economical option and provided for in the 2010/2011 Budget. Provision has also been made a room for the computer server, a store room, a meeting room and basic kitchen facilities.

It is proposed that the current administration building will be modified so that it can be utilised by the operations staff such that there will be kitchen facilities etc.

The proposed new Administration Building was specified to be a transportable building so that, if it needs to be relocated due to the construction of the proposed Perth Adelaide Highway (Orange Route), it can be picked up and moved. Tender 2010-05 was advertised on 27 November 2010. A non-mandatory site briefing was held on 8 December 2010 and tenders closed on 16 December 2010.

Tenders were received from:

- Freo Constructions;
- Programmed Facility Management;
- ATCO Structures and Logistics;
- KM Building;
- Nordic Homes Pty Ltd; and
- Quality Builders Pty Ltd.

Tenders were assessed based on the following assessment criteria:

<b>Criterion</b>	<b>Weighting</b>
Relative experience in completing similar projects	20%
Time required to provide beneficial occupation	20%
Tendered Price	60%

Nordic Homes scored highest in Relative Experience, third highest in time required for beneficial occupation and second highest in pricing making their submission the Best Value for Money for the EMRC notwithstanding the fact that Nordic was not the lowest priced tenderer. Reference checks were undertaken and advice received that Nordic Homes produced high quality work.

### **STRATEGIC/POLICY IMPLICATIONS**

The provision of an appropriate office environment will improve staff well-being and result in greater efficiency.

### **FINANCIAL IMPLICATIONS**

The tendered price of \$265,418.70 with a 10% contingency is less than the budget provision of \$300,000.00. The total budget sum of \$410,000.00 includes an amount of \$110,000.00 for site works, plumbing and electrical connections etc.

### **SUSTAINABILITY IMPLICATIONS**

A suitably sized administration office will improve the health, welfare and safety of all staff at the Red Hill Waste Management Facility.



*Item 9.3 continued*

## **MEMBER COUNCIL IMPLICATIONS**

<b>Member Council</b>	<b>Implication Details</b>
Town of Bassendean	} Nil
City of Bayswater	
City of Belmont	
Shire of Kalamunda	
Shire of Mundaring	
City of Swan	

## **ATTACHMENT(S)**

1. Plan of proposed administration building. ([Committees-11755](#))
2. Site Plan (Committees-11791)

## **VOTING REQUIREMENT**

Simple Majority

## **RECOMMENDATION(S)**

That Council:

1. Award tender number 2010-05 to Nordic homes in the amount of \$265,418.70 (ex GST).
2. Authorise the CEO to enter into a contract, on behalf of the EMRC, with Nordic Homes in accordance with their submitted tender, subject to any minor variations that may be agreed between the CEO and Nordic Homes.
3. Authorise the CEO to expend additional monies, up to a 10% contingency amount of \$26,542.00 (ex GST), if required.

## **TAC RECOMMENDATION(S)**

MOVED MR LUTEY

SECONDED MR SINGH

That Council:

1. Award tender number 2010-05 to Nordic homes in the amount of \$265,418.70 (ex GST).
2. Authorise the CEO to enter into a contract, on behalf of the EMRC, with Nordic Homes in accordance with their submitted tender, subject to any minor variations that may be agreed between the CEO and Nordic Homes.
3. Authorise the CEO to expend additional monies, up to a 10% contingency amount of \$26,542.00 (ex GST), if required.

**CARRIED UNANIMOUSLY**

**Note:**

1. Confirm all new and existing dimensions on site prior to commencement of construction
2. All dimension sizes are to Framing only. Finished size may vary due to internal finish e.g. plasterboard
3. Compact foundations to 7 bows/300mm fall to standard 9kg Perth penetrometer
4. All Steel construction to conform with AS 4600:2005
5. All Timber construction to conform with AS 1694:2006
6. All Materials & construction to comply with
  - \* Relevant Australian Standards
  - \* Building Code of Australia
  - \* Local Authority regulations
  - \* Statutory Authority regulations
7. Do not scale from drawings
8. Materials, fixtures, fittings and building components shall be installed in accordance with manufacturers specification
9. Location of Downpipes may vary at Builders' Discretion
10. Tiling Pattern shown on floors is diagrammatic only

HOUSE AREA	203.98 m <sup>2</sup>
ALFRESCO	17.22 m <sup>2</sup>
PORCH	10.20 m <sup>2</sup>
<b>TOTAL AREA</b>	<b>231.40 m<sup>2</sup></b>
PERIMETER	67.20 m

DRAWING AS REFERRED TO IN THE CONTRACT:

DATE: \_\_\_\_\_

SIGNED BY OWNER: \_\_\_\_\_

SIGNED BY OWNER: \_\_\_\_\_

SIGNED BY BUILDER: \_\_\_\_\_

**Special**

PROPOSED RESIDENCE FOR  
**Red Hill Waste Management Facility**

DRAWN: PG

DATE: 13-12-10

SCALE: 1:100

SHEET: 1 of 2

VARIATIONS

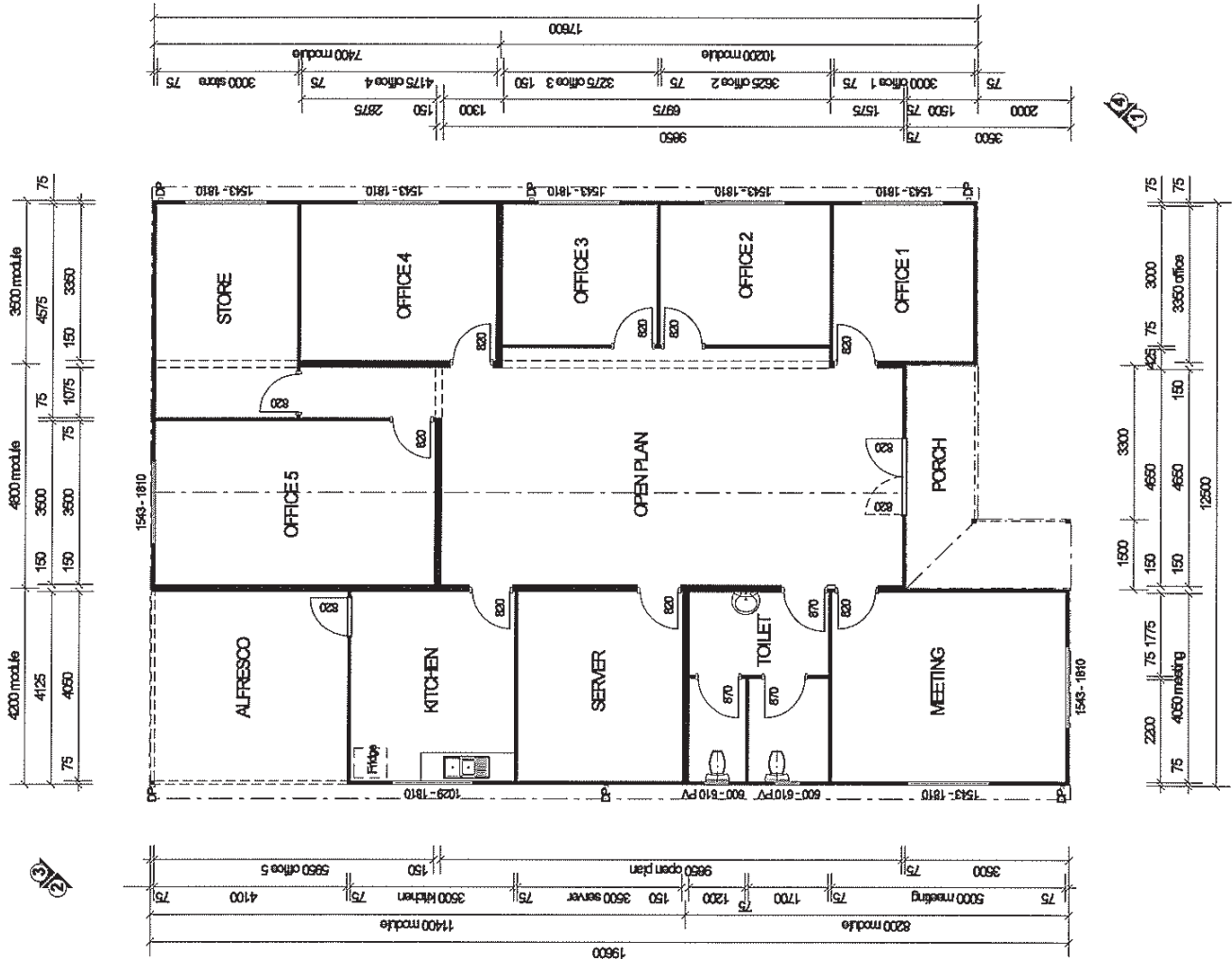
**V00**

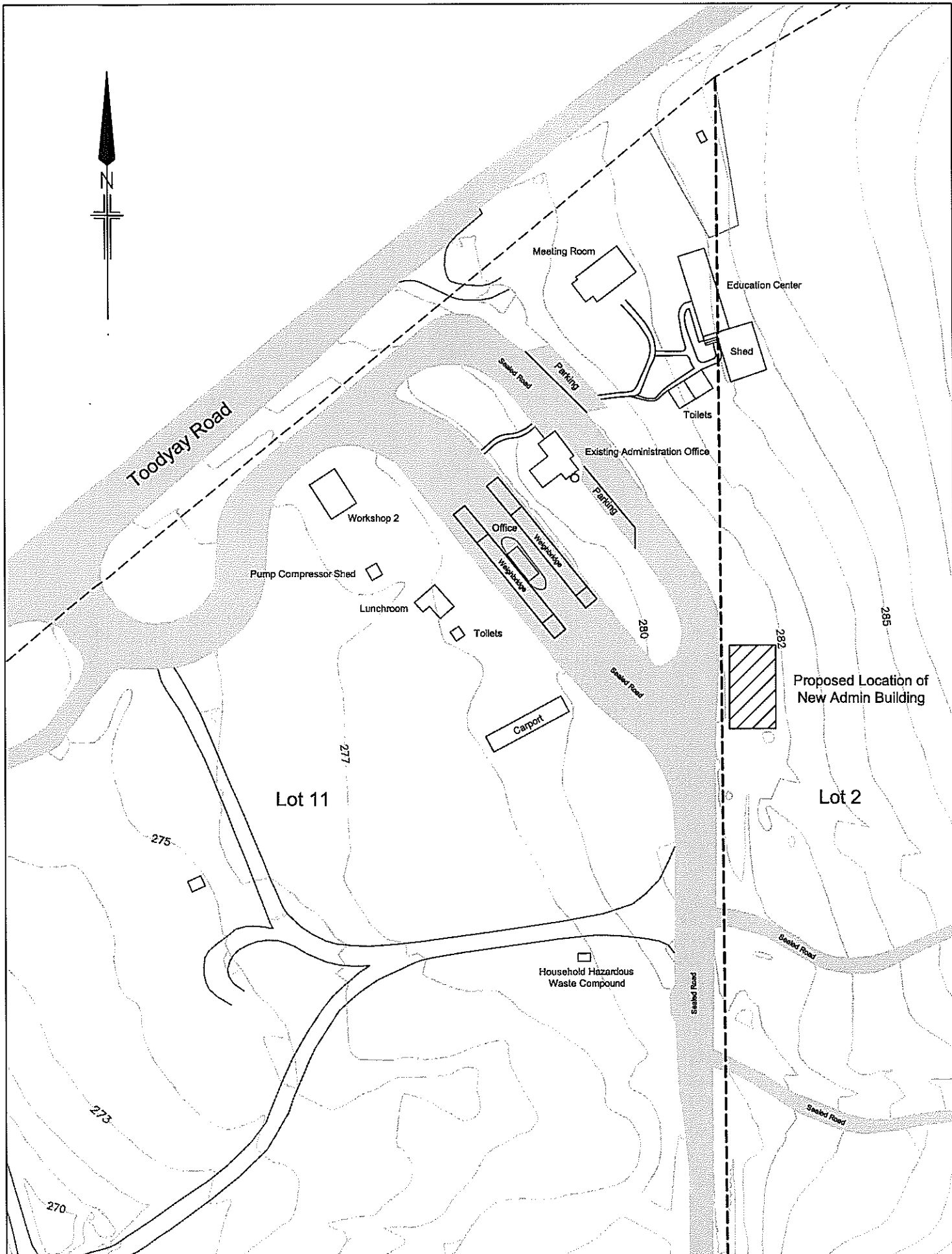


**NORDIC HOMES**  
PH: 9437 9309  
FAX: 9437 9310  
67 Frederick Street  
North Stairs WA 6164  
www.nordichomes.com.au

© COPYRIGHT 2010

**FLOOR PLAN**  
SCALE: 1:100





DESIGNED _____ DRAWN _____ CHECKED _____ TRACED _____ APPROVED _____ Chief Executive Officer	SCALES 1:1000 (A3)	RED HILL WASTE DISPOSAL FACILITY Proposed location of New Administration Office	EMRC Eastern Metropolitan Regional Council 1st Floor Jacot Place, 226 Great Eastern Hwy Belmont, Western Australia 6104 P.O. Box 234 Belmont Western Australia 6984 DRAWING NO. 2000/01/117 AMENDMENT
	SURVEY DATA	AUTOCAD REF	



## 9.4 HOUSEHOLD HAZARDOUS WASTE (HHW) PROGRAMME 2011-2015

REFERENCE: COMMITTEES-11726

### PURPOSE OF REPORT

To provide Council with information on the current HHW programme and seek 'in principle' support for the EMRC to be involved in the programme being developed for 2011-2015.

### KEY ISSUES AND RECOMMENDATION(S)

- The current HHW programme funding is due to expire on 30 April 2011.
- WA Local Government Authority (WALGA) Municipal Waste Advisory Council (MWAC) and the Department of Environment and Conservation (DEC) have drafted an agreement for administering the 2011-2015 HHW programme and it is currently being considered by the Waste Authority.
- The draft agreement is based on annual funding in the order of \$2.5 million (ex GST) to cover the disposal of HHW collected from metro and non metro permanent HHW facilities, the training of permanent facility staff in safe chemical handling, the funding of the metro dry cell battery bin programme and limited funding for the promotion of the programme.
- The Waste Authority has indicated that, by 2014/2015, it requires participants in the programme to be contributing the equivalent of at least 25% of the Waste Authority's contribution in kind (promotion costs, staff costs, administration etc) but this is yet to be confirmed.
- The HHW temporary collection days and the disposal of material collected at both the temporary collection days and at the permanent HHW facilities, under the current contract, is being undertaken by Tox Free Pty Ltd on a tendered schedule of prices.
- There is an opportunity for the EMRC to provide some of the services in respect to the collection and disposal of HHW on a fee for service basis.

#### Recommendation(s)

That:

1. Council supports 'in principle' the involvement of the EMRC in HHW collection and disposal subject to negotiations with MWAC/DEC.
2. A further report on the negotiations be brought back to Council for consideration.

### SOURCE OF REPORT

Director Waste Services

### BACKGROUND

There have been a number of DOE/DEC funded programmes over the years from Local Government Poison Collections Days of the 1980's and 1990's, programmes whereby infrastructure for storing HHW was funded and, most recently, programmes that funded temporary collection days in the metropolitan area and paid for the collection and disposal of HHW collected at permanent HHW facilities operated by regional local governments.

In 2008, WALGA, on behalf of the DEC, issued a tender for a contractor to provide HHW collection and disposal services to local government. Two contractors submitted tenders and the contract awarded to Tox Free Ltd. The costs of the programme have exceeded the funds allocated to the DEC by the Waste Authority, such that, the programme scope has been reduced.



*Item 9.4 continued*

## **REPORT**

Notwithstanding the Waste Authority has unspent Landfill Levy funds totalling many millions the funds allocated to the HHW programme are such that, under the current contract arrangement, the HHW programme is unsustainable.

At the HHW day conducted at the Town of Bassendean Works Depot in December 2010 the personnel issuing directions to attendees were supplied by the Town of Bassendean and the EMRC whilst Tox Free supplied personnel to unload the HHW from the attendees' vehicles and to segregate and package the waste according to the Australian Dangerous Goods Code.

The Temporary Collection Day ran from 9.00am – 1.00pm and WALGA were charged \$21,672.50 for conducting the Temporary Collection Day, segregating, manifesting and re-packaging the HHW collected. The transport, treatment and disposal costs for the 10.07 tonnes collected amounted to \$89,413.50 (ex GST) of which, \$408.50 was for the provision of cages (2), drums (8) and 1.5m<sup>3</sup> containers (12). Of the 10.07 tonnes collected there was 2.665 tonnes of lead acid batteries, 3.785 tonnes of solvent based paint, resins and adhesives, 1.785 tonnes of water based paint and, 0.815 tonnes of gas cylinders.

Whilst the current programme provides no incentive for local government to try and reduce the costs by encouraging householders to generate less HHW or investigating low cost disposal options, all local government officers involved in the HHW programme agree that money is being wasted and, unless something different is done, funds will not be forthcoming for future programmes.

The current HHW programme is due to expire on 30 April 2011 and funding to continue the programme until 30 June 2011 is being sought. A draft Agreement between WALGA and the DEC for 2011-2015 is currently being considered by the Waste Authority and proposes annual funding of \$2.5 million (ex GST) to cover the disposal of HHW collected at metro and non-metro permanent collection facilities, the training of permanent collection facility personnel in safe handling of chemicals, the funding of the Metro Dry Cell Battery Bin Programmes and some limited funding for the promotion of the programme.

The draft Agreement also proposes that, by 2014/2015, participants in the programme are to contribute the equivalent of 25% of the Waste Authority's contribution in kind but, as this is already occurring through the promotion of HHW collections staff and facility costs etc, this is an inconsequential requirement.

Currently oil based paint and water based paint make up in the order of 80% of all HHW collected and Tox Free Ltd charges in the order of \$1.00/litre for disposal, i.e. \$1000.00/tonne. Further, lead acid batteries can be disposed of and an income generated from their disposal and many of the other chemicals and other items collected can be disposed of at substantially less than the price currently being charged.

It is considered by EMRC officers that the EMRC could provide a service equal to that being provided by the current service provider within the Perth metro area at a substantially lesser cost and generate an income stream such that other innovative programmes can be undertaken on behalf of the member Councils that could include the re-introduction of Temporary Collections at each of the member Councils depots.

In the EMRC's 2010/2011 budget there is an allocation of \$5,000.00 to undertake Household Hazardous Waste research and development and a further \$84,577.00 for the collection and disposal of problematic wastes. Some of the funds are for the promotion of the Temporary Collection Days but it is unlikely that all of these funds will be expanded whilst the Waste Authority funds the collection and disposal of HHW. It is therefore envisaged that these funds would be the "seed capital" required for the EMRC to establish its own HHW collection and disposal arrangements should discussions with WALGA/MWAC and the DEC prove fruitful.

## **STRATEGIC/POLICY IMPLICATIONS**

The undertaking of collections and disposal of HHW within the metro area meets the Environmental Sustainability requirements.

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*Item 9.4 continued*

## **FINANCIAL IMPLICATIONS**

If the EMRC is awarded a contract to undertake some of the HHW collection and disposal, such as the disposal of paint, lead acid batteries and chemicals, a new revenue stream would be created.

## **SUSTAINABILITY IMPLICATIONS**

A HHW programme that involves the EMRC would be more sustainable than that currently in place.

## **MEMBER COUNCIL IMPLICATIONS**

<b>Member Council</b>	<b>Implication Details</b>
Town of Bassendean	} Nil
City of Bayswater	
City of Belmont	
Shire of Kalamunda	
Shire of Mundaring	
City of Swan	

## **ATTACHMENT(S)**

Nil

## **VOTING REQUIREMENT**

Simple Majority

## **RECOMMENDATION(S)**

That:

1. Council supports 'in principle' the involvement of the EMRC in HHW collection and disposal subject to negotiations with MWAC/DEC.
2. A further report on the negotiations be brought back to Council for consideration.

The Director Waste Services summarised the report and explained the differences between the current Household Hazardous Waste (HHW) programme and the programme being proposed in regards to the way they were structured and the cost implications. The Director Waste Services further advised that a draft tender for the proposed HHW programme was being developed and the opportunity that might exist if the EMRC was to be involved in undertaking some of the work hence the recommendation that a further report be brought back to Council for consideration once negotiations had taken place and a more detailed business plan developed. The CEO advised that, at this stage, the EMRC was not in a position to present a firm proposal to Council. The Director Waste Services suggested that the tender may be structured so that HHW collection and disposal be tendered on a regional basis and/or a product basis.





*Item 9.4 continued*

**TAC RECOMMENDATION(S)**

MOVED MR PEARSON

SECONDED MR COTEN

That:

1. Council supports 'in principle' the involvement of the EMRC in HHW collection and disposal subject to negotiations with MWAC/DEC.
2. A further report on the negotiations be brought back to Council for consideration.

**CARRIED UNANIMOUSLY**



## 9.5 PURCHASE OF WATER TANKER

REFERENCE: COMMITTEES-11727

### PURPOSE OF REPORT

To recommend acceptance of the quote for the Supply and Delivery of a Water Tanker to Major Motors for \$276,626.00 (ex GST) and exercise the extended warranty option of 6 years/350,000 km at a cost of \$2,800.00 (ex GST).

### KEY ISSUES AND RECOMMENDATION(S)

- Prices were obtained from Major Motors and WA Hino, both of whom are on the WALGA panel of approved suppliers, for the supply of a cab chassis unit to which is to be fitted a 15,000 litre water tank module.
- The Promac AMS 15000 water tank module specified is identical to that already on site and will have customised modifications so that, if required, it can be used as a fire fighting unit on site or within the local area to supplement the local fire brigade's equipment.
- Funds for the additional cab/chassis and tank module have been budgeted and the unit will replace a water tanker that has been on hire on a regular basis.

#### Recommendation(s)

That:

1. Council approve the purchase of a 2010 Isuzu FH 1400 automatic cab/chassis unit fitted with a Promac AMS 15000 water tank module with custom modifications for fire fighting from Major Motors Pty Ltd for the sum of \$276,626.00 (ex GST).
2. The option of an extended warranty for 6 years/350,000km at an additional cost of \$2,800.00 (ex GST) be exercised.

### SOURCE OF REPORT

Director Waste Services

### BACKGROUND

A new Isuzu cab/chassis fitted with a Promac AMS 15000 module was purchased in March 2010 to replace the 1990 Mitsubishi truck that was converted from a tip truck to a water tanker in 1999. It was intended that the Mitsubishi water tanker would be retained as a backup unit supplemented, when necessary by using private water tankers from the plant hire panel suppliers.

### REPORT

The current standby unit has proven to be unreliable and, with the reduced rainfall necessitating additional water tanker use, a water tanker has had to be hired in for much of 2010. In 2009/2010 a total of \$190,476.00 was spent on external water tanker hire and funds were allocated in the 2010/2011 budget for the purchase of a new water tanker.

Quotations were sought from truck suppliers on the WALGA panel of suppliers for cab/chassis arrangements of Gross Vehicle Mass of 24,000kg to which was to be fitted a water tank unit identical to that already in use on site.



*Item 9.5 continued*

Major Motors Pty Ltd quoted on a 2010 Isuzu FH FVZ 1400 with automatic transmission, PTO switch/throttle up etc, fitted with a Promac AMS 15000 water tank at \$276,126.00 (ex GST). The price included a 3 year/200,000km standard warranty with the option to purchase a 6 year/350,000km extended warranty for an additional \$2,800 (ex GST).

WA Hino quoted on a Hino 500 series FM2630 long 6x4 cab chassis with automatic transmission which would also be fitted with a Promac AMS 15000 water tank. WA Hino do not offer extended warranties for trucks used in waste applications.

The quote from Major Motors was assessed to provide the best value for money solution, was the lowest priced quotation and is within the 2010/2011 budget allocation and with the purchase of an extended warranty is recommended to Council for approval.

### **STRATEGIC/POLICY IMPLICATIONS**

The purchase of a new water tanker will reduce the overall cost of operations:

### **FINANCIAL IMPLICATIONS**

The expenditure is budgeted and the amount of \$279,426.00 will be charged to Account Code 24410/00 – Purchase/Replace Plant. There will be a balance of \$46,684.00 in the account to be used for the purchase of a new forklift.

### **SUSTAINABILITY IMPLICATIONS**

The purchase of the new water tank improves the economic sustainability of waste disposal operations without impacting the environment or economic sustainability of operations.

### **MEMBER COUNCIL IMPLICATIONS**

<b>Member Council</b>	<b>Implication Details</b>
Town of Bassendean	} Nil
City of Bayswater	
City of Belmont	
Shire of Kalamunda	
Shire of Mundaring	
City of Swan	

### **ATTACHMENT(S)**

Nil

### **VOTING REQUIREMENT**

Simple Majority



*Item 9.5 continued*

**RECOMMENDATION(S)**

That:

1. Council approve the purchase of a 2010 Isuzu FH 1400 automatic cab/chassis unit fitted with a Promac AMS 15000 water tank module with custom modifications for fire fighting from Major Motors Pty Ltd for the sum of \$276,626.00 (ex GST).
2. The option of an extended warranty for 6 years/350,000km at an additional cost of \$2,800.00 (ex GST) be exercised.

**TAC RECOMMENDATION(S)**

MOVED MR LUTEY

SECONDED MR SINGH

That:

1. Council approve the purchase of a 2010 Isuzu FH 1400 automatic cab/chassis unit fitted with a Promac AMS 15000 water tank module with custom modifications for fire fighting from Major Motors Pty Ltd for the sum of \$276,626.00 (ex GST).
2. The option of an extended warranty for 6 years/350,000km at an additional cost of \$2,800.00 (ex GST) be exercised.

**CARRIED UNANIMOUSLY**



## **9.6 UPGRADE OF THE HYDRAULIC FIRE SERVICES AT THE HAZELMERE WASTE FACILITY**

**REFERENCE: COMMITTEES-11752**

### **PURPOSE OF REPORT**

To seek Council's approval to bring forward an upgrade of the hydraulic fire services at the Hazelmere Waste Facility to be funded using the monies allocated to the geotechnical investigations not required to be undertaken in 2010/2011.

### **KEY ISSUES AND RECOMMENDATION(S)**

- The existing hydraulic fire services infrastructure is not considered to be adequate for the anticipated additional woodwaste tonnages resulting from the new Haas grinder and an upgrade was programmed for 2011/2012.
- The installation of the new wood waste grinding equipment is currently taking place and commissioning should take place at the end of March.
- Given the additional capacity of the equipment, it is anticipated that there may be much larger stockpiles of raw materials and finished product such that the existing hydraulic fire services infrastructure could be inadequate in the event of a fire.
- The increase in the number of mattresses now being received increases the amount of flammable material now being stored at Hazelmere.
- A design for an upgraded hydraulic fire services layout has been commissioned and costed.
- In that there is no longer a requirement to undertake the planned geotechnical surveys at Red Hill until 2011/2012 at the earliest, there is an opportunity to bring forward the upgrade initially planned for 2011/2012.
- The upgraded hydraulic services will increase the site's capacity to fight a fire in the event that a fire occurs, either in the raw material or finished product stockpiles or the mattress recycling area.

#### **Recommendation(s)**

That Council approve the re-allocation of \$200,000.00 from A/C 73939/01 – Undertake Geotechnical Investigations and bring forward the Up-grading of the Hazelmere Hydraulic Fire Services Infrastructure.

### **SOURCE OF REPORT**

Director Waste Services

### **BACKGROUND**

As part of the development of the Hazelmere wood waste project a fire service ring main was connected to two fire water storage tanks to provide onsite capacity in the event a fire was to break out in the raw material or finished product stockpiles.

### **REPORT**

The success of the wood waste project, in terms of wood waste volumes being received and finished products sold, and the mattress recycling project in terms of the number of mattresses being received for recycling has required a review of the adequacy of the hydraulic fire services infrastructure at Hazelmere.



*Item 9.6 continued*

It was envisaged that there would be a requirement to up-grade the fire service infrastructure in 2011/2012 if the predicted growth in the volume of wood waste occurred. There is now every indication that, once the new wood waste grinding equipment is installed and commissioned, the quantity of wood waste will increase considerably as the new equipment will be able to handle a greater range of feed stock.

Since it is now apparent that there will not be a need to construct Red Hill Farm Stage 3 within the next 3 years there is no need to undertake the geotechnical investigations proposed in the 2010/2011 budget and the budget allocation of \$200,000.00 can be utilised for more immediate projects without impacting the development of the Red Hill Facility.

It is proposed to install two additional fire water storage tanks in close proximity to the administration office and weighbridge and mattress recycling area. The design of the upgraded fire service infrastructure also identifies a need for additional fire pumps, a FESA appliance tank bypass boosting position, an upgrade of the ring main and the installation of additional hydrants.

Whilst it is possible that, since the new grinder will not be commissioned until the end of summer, when there is a lesser risk of fire, the upgrade of the hydraulic fire services infrastructure could be deferred until 2011/2012 there is an opportunity to bring the work forward without impacting the overall budget.

**STRATEGIC/POLICY IMPLICATIONS**

The upgrade of the hydraulic services infrastructure at Hazelmere will reduce the risk of substantial losses should there be a fire at Hazelmere.

**FINANCIAL IMPLICATIONS**

The expenditure, if not incurred in 2010/2011, would be incurred in early 2011/2012. Funds are available in the 2010/2011 budget as other work is being deferred.

**SUSTAINABILITY IMPLICATIONS**

Operations being undertaken at Hazelmere generate social, environmental and financial benefits and the upgrade mitigates the risk of a major fire impacting operations.

**MEMBER COUNCIL IMPLICATIONS**

<b>Member Council</b>	<b>Implication Details</b>
Town of Bassendean	} Nil
City of Bayswater	
City of Belmont	
Shire of Kalamunda	
Shire of Mundaring	
City of Swan	

ATTACHMENT(S)

Nil



*Item 9.6 continued*

**VOTING REQUIREMENT**

Absolute Majority

**RECOMMENDATION(S)**

That Council approve the re-allocation of funds from A/C 73939/01 – Undertake Geotechnical Investigations and bring forward the Up-grading of the Hazelmere Hydraulic Fire Services Infrastructure.

The Director Waste Services summarised the report and advised that some basic hydraulic infrastructure had been installed when the programme was first being trialled but, as substantial volumes of wood waste and mattresses were now being received and, with the installation of the new HAAS grinder, there is potential to double the amount of wood waste being processed it was felt the infrastructure in place would be inadequate.

**TAC RECOMMENDATION(S)**

MOVED MR PEARSON

SECONDED MR COTEN

That Council approve the re-allocation of \$200,000.00 from A/C 73939/01 – Undertake Geotechnical Investigations and bring forward the Up-grading of the Hazelmere Hydraulic Fire Services Infrastructure.

**CARRIED UNANIMOUSLY**



## **9.7 TENDER 2010-07 - AIR QUALITY MONITORING AND MODELLING FOR PROPOSED RRF AT RED HILL WASTE MANAGEMENT FACILITY**

**REFERENCE: COMMITTEES-11773**

### **PURPOSE OF REPORT**

To advise Council of the outcome of a tender for air quality monitoring and modelling services for the proposed Resource Recovery Facility (RRF) at Red Hill Waste Management Facility.

### **KEY ISSUES AND RECOMMENDATION(S)**

- In October 2010, EMRC through Cardno, sought quotations for the supply of baseline air quality monitoring and modelling services for the proposed RRF at Red Hill Waste Management Facility.
- As the quotations were near the upper limit allowed for purchasing by quotation (\$99,999 (ex GST)), it was decided to call for tenders.
- In late November 2010, EMRC invited tenders for baseline air quality monitoring and modelling for the proposed RRF at Red Hill Waste Management Facility.
- Tenders closed on 16 December 2010 and seven tenders were received.

#### **Recommendation(s)**

That:

1. Council award tender number 2010-07 for the Supply of Air Quality Monitoring and Modelling Services for the Proposed RRF at Red Hill Waste Management Facility to Synergetics Environmental Engineering at the price of \$157,760 (ex GST) for lump sum services.
2. The tender award includes the schedule of rates services for additional monitoring stations, analysis, dispersion modelling scenarios and personnel costs as required by EMRC.
3. The Chief Executive Officer be authorised, on behalf of the Eastern Metropolitan Regional Council to enter into a contract with Synergetics Environmental Engineering in accordance with their submitted tender, subject to any minor variations that may be agreed to between the CEO and Synergetics Environmental Engineering.

### **SOURCE OF REPORT**

Manager Project Development

### **BACKGROUND**

At the 21 October 2010 meeting of Council, a late item was considered in relation to a budget amendment for the Resource Recovery budget for 2010/2011. This amendment was required because of the projected costs of baseline monitoring for noise, odour and air quality at Red Hill Waste Management Facility followed by modelling of impacts for the proposed RRF. Council resolved:

*"THAT THE BUDGET FOR SEEK ENVIRONMENTAL APPROVALS (TASK 15) IN THE ANNUAL BUDGET UNDER RESOURCE RECOVERY BE INCREASED FROM \$220,000 TO \$525,000 AND THAT THIS INCREASE BE FUNDED FROM THE SECONDARY WASTE RESERVE."*

This report foreshadowed the potential requirement to call tenders for the baseline monitoring work. Quotations were obtained for the noise monitoring and modelling work in accordance with EMRC purchasing guidelines and the work has been contracted and is underway.





*Item 9.7 continued*

Quotations were called for the odour monitoring and modelling work and the air quality monitoring and modelling work in October 2010 and because the quotes were near the upper limit of \$99,999 (ex GST) for purchasing by quotation it was decided to call for tenders. Tenders were invited in November 2010. The price submitted by the preferred tenderer for the air quality monitoring and modelling work was above the authorisation limit for the Chief Executive Officer of \$150,000 (ex GST), hence the need to have Council endorse the recommendation.

**REPORT**

Tenders were invited under Request for Tender 2010-07 Air Quality Monitoring and modelling on 1 December, closing on 16 December 2010 (specification attached – Attachment 1). Tenders were received from:

1. ECS Assist Pty Ltd;
2. GHD Pty Ltd;
3. Golder Associates Pty Ltd
4. Parsons Brinckerhoff;
5. SLR Heggies Pty Ltd;
6. Synergetics and
7. UGM Australia.

Tenders were assessed on the following basis:

<b>Criteria</b>	<b>Weighting</b>
<b>A) Demonstrated experience in completing similar projects.</b> Please provide details of similar work undertaken, especially in relation to monitoring or modelling of odours from alternative waste treatment facilities or landfill operations, the skills and experience of key personnel who will undertake the work and the Tenderer's resources available to undertake the work in the required timeframe.	40%
<b>B) A demonstrated understanding of the required tasks.</b> Please provide details of proposed monitoring and modelling methodology and sequence for work.	20%
<b>C) Tendered Price for lump sum component</b>	40%
<b>Total</b>	100%

An assessment on the qualitative criteria was independently carried out by a panel of four (two EMRC employees plus two Cardno staff) with each member scoring the tenders according to an evaluation matrix. The evaluation showed Synergetics Environmental Engineering as the best value tender.



*Item 9.7 continued*

The contract will be executed in accordance with EMRC General Conditions of Contract for the engagement of general services consultants. It is anticipated that the monitoring and modelling work will be completed by 30 April 2011.

**STRATEGIC/POLICY IMPLICATIONS**

The Resource Recovery Project contributes to Key Result Area 1 - Environmental Sustainability of EMRC's Strategic Plan for the Future, specifically Objective 1.3:

- 1.3 To provide resource recovery and recycling solutions in partnership with member Councils

**FINANCIAL IMPLICATIONS**

The cost of using consultants for the environmental approval task is budgeted at \$525,000 in the 2010/2011 Budget under – Resource Recovery – Implement Resource Recovery Project Plan. This includes budget provisions for the tasks related to the environmental approval process (including noise, odour and air quality monitoring).

**SUSTAINABILITY IMPLICATIONS**

The Resource Recovery Facility and/or Resource Recovery Park will contribute towards minimising the environmental impact of waste by facilitating the sustainable use and development of resources.

**MEMBER COUNCIL IMPLICATIONS**

<b>Member Council</b>	<b>Implication Details</b>
Town of Bassendean	} Nil
City of Bayswater	
City of Belmont	
Shire of Kalamunda	
Shire of Mundaring	
City of Swan	

ATTACHMENT(S)

RFT 2010-07 Tender for Air Quality Monitoring and Modelling, Resource Recovery Facility Red Hill Waste Management Facility – Synergetics Environmental Engineering Schedule of Rates Services (Ref: Committees-11786)

VOTING REQUIREMENT

Simple Majority.



*Item 9.7 continued*

## **RECOMMENDATION(S)**

That:

1. Council award tender number 2010-07 for the Supply of Air Quality Monitoring and Modelling Services for the Proposed RRF at Red Hill Waste Management Facility to Synergetics Environmental Engineering at the price of \$157,760 (ex GST) for lump sum services.
2. The tender award includes the schedule of rates services for additional monitoring stations, analysis, dispersion modelling scenarios and personnel costs as required by EMRC.
3. The Chief Executive Officer be authorised, on behalf of the Eastern Metropolitan Regional Council to enter into a contract with Synergetics Environmental Engineering in accordance with their submitted tender, subject to any minor variations that may be agreed to between the CEO and Synergetics Environmental Engineering.

The Manager Project Development summarised the report.

The Chairman referred to the fact that and asked if this would be an issue. The Manager Project Development advised that it wouldn't be an issue as Synergetics Environmental Engineering had local people for some of the work and would also fly additional people over as required.

In response to the Chairman's query on how regularly the air quality monitoring would be undertaken, Mr Sim advised that Synergetics Environmental Engineering would set up two monitoring stations and let them run for two months and as well there would be point source samples.

## **TAC RECOMMENDATION(S)**

MOVED MR LUTEY

SECONDED MR COTEN

That:

1. Council award tender number 2010-07 for the Supply of Air Quality Monitoring and Modelling Services for the Proposed RRF at Red Hill Waste Management Facility to Synergetics Environmental Engineering at the price of \$157,760 (ex GST) for lump sum services.
2. The tender award includes the schedule of rates services for additional monitoring stations, analysis, dispersion modelling scenarios and personnel costs as required by EMRC.
3. The Chief Executive Officer be authorised, on behalf of the Eastern Metropolitan Regional Council to enter into a contract with Synergetics Environmental Engineering in accordance with their submitted tender, subject to any minor variations that may be agreed to between the CEO and Synergetics Environmental Engineering.

**CARRIED UNANIMOUSLY**

The Manager Project Development referred to the discussion recorded which stated that Synergetics Environmental Engineering (SEE) was based in the Eastern States. The Manager Project Development advised that SEE is in fact based in Western Australia.

The Manager Project Development referred to the recommendation that the air quality monitoring would cover a two month period from March to April 2011 and would be used as baseline monitoring at Red Hill. Following the advice of the consultants, it was highlighted that the two month period may be insufficient. As a result it is proposed that the monitoring may need to be undertaken between May and September 2011 to ensure the impact of the wood fires and burn offs by the Department of Environmental and Conservation (DEC) be minimised. The Manager Project Development advised that the intention would be to compare results from the DEC's monitoring of the air shed and to discuss with the DEC if any further monitoring would be required.

**RFT 2010-07 AIR QUALITY MONITORING AND MODELLING, RRF AT RED HILL WASTE MANAGEMENT FACILITY**

**SCHEDULE OF RATES – SERVICES – SYNERGETICS ENVIRONMENTAL ENGINEERING**

Line No.	Service Description	Tender Unit	Price Tendered (ex GST)			GST Component	Price Tendered (inc GST)#
1	Additional monitoring stations for baseline air quality assessment	Per station	\$29,000			\$2,900	\$32,100
2	Senior consultant for consultation with EMRC and /or Cardno or other stakeholders as required.	Per hour	\$220/h			\$22/h	\$242/h
3	Labour cost for any additional air quality sampling required.	Per hour	\$180/h			\$18/h	\$198/h
4	NATA Accredited Analysis* of samples including disposables and consumables related to any additional air quality testing required during the course of the contract, with the agreement of the Principal.	Per sample	VOC (T017)	\$150	ALS	\$15	\$165
			A & K	\$250	CCWA	\$25	\$275
			PAHs	\$650	CCWA	\$65	\$715
			Dioxins	\$1450	ALS	\$145	\$1595
			Metals <sup>+</sup>	\$56	ALS	\$5.6	\$61.6
			HCl	\$60	ALS	\$6	\$66
			HF	\$100	CCWA	\$10	\$110
			NH <sub>3</sub>	\$150	CCWA	\$15	\$165
H <sub>2</sub> S	\$130	CCWA	\$13	\$143			
TSP	\$60	CCWA	\$6	\$66			
5	Undertaking any additional dispersion modelling scenarios using Calpuff with the agreement of the Principal.	Per scenario	\$2000			\$200	\$2200

The Principal offers no guarantee as to the quantity of the services required.

\* Synergetics advises that some analyses are not covered specifically by the NATA accreditation held by the laboratories. However since both CCWA and ALS are NATA accredited for a large range of chemical tests it is considered that the analysis to be conducted would be performed under the same quality systems and therefore the analyses would be of the same standard as those covered by their NATA accreditation.

+ Based on assumption that 10 metals are tested

#Note that the costs have increased from previous proposal submitted to EMRC due to the inclusion of more parameters in the monitoring campaigns as advised in the RFT.



## 10 CONFIDENTIAL MATTERS FOR WHICH THE MEETING MAY BE CLOSED TO THE PUBLIC

Nil

## 11 GENERAL BUSINESS

### 11.1 UPDATE ON WASTE DISPOSAL ISSUES OF OTHER COUNCILS

The Director Waste Services advised that an email had been received from the Southern Metropolitan Council (SMRC) advising that they were issuing a tender on 31 January 2011 for the disposal of their waste and, if the EMRC were to consider submitting a tender, a report would need to be submitted to the Chief Executive Officers' Advisory Committee first.

The CEO also advised the Committee that the Western Metropolitan Council (WMRC) had provided the termination notice required in the Agreement, to deliver waste to Red Hill, to be effective from the end of this year and it would therefore be in the EMRC's best interest to gain waste from other Councils so that the member Council costs for waste disposal were not impacted. In response to the Chairman's query on whether there were any pressures on the current member Council rates the CEO advised that since member Council tonnages were below the projected tonnages on which the budget was developed there were pressures but, if additional commercial waste could be secured the pressures would be lessened. The loss of the WMRC waste is likely to create a shortfall in the Comprehensive Waste Education Strategy (CWES) budget that will require an increase in the CWES levy or a reduction in the scope of work and a reduction in the amount of money going into the Secondary Waste Reserve. Mr Lutey stated that the biggest issue member Councils have is selling their rates to residents. The CEO also advised that a bigger problem would arise if Council resolved to increase the commercial rate such that commercial waste was not delivered to Red Hill since that would create a significant impact on member Council disposal rates. The CEO advised that an item would be presented to the CEOAC meeting on the 8 February 2011 regarding the SMRC's tender as the closing date for submission of tenders was prior to the Ordinary Meeting of Council being held on 17 February 2011.

## 12 FUTURE MEETINGS OF THE TECHNICAL ADVISORY COMMITTEE

The next meeting of the Technical Advisory Committee will be held on **Thursday 3 March 2011 (if required)** at the EMRC Administration Office, 226 Great Eastern Highway, BELMONT WA 6104 commencing at 4.00 pm.

### Future Meetings 2011

Thursday	3	March (if required)	at	EMRC Administration Office
Thursday	7	April	at	EMRC Administration Office
Thursday	5	May (if required)	at	EMRC Administration Office
Thursday	9	June	at	EMRC Administration Office
Thursday	7	July (if required)	at	EMRC Administration Office
Thursday	4	August	at	EMRC Administration Office
Thursday	8	September (if required)	at	EMRC Administration Office
Thursday	6	October	at	EMRC Administration Office
Thursday	17	November (if required)	at	EMRC Administration Office

## 13 DECLARATION OF CLOSURE OF MEETING

There being no further business, the Chairman declared the meeting closed at 5.04pm.