CAMPBELLTOWN CITY COUNCIL

150 YEARS 1868-2018

Confidential Item

For Council meeting to be held on

Tuesday 23 January 2018

Refer Item 11.10

Confidential Item

11.10 Newton Transfer Station – Expression of Interest

TRIM Reference: B4335 Chief Executive Officer, Paul Di Iulio's Report

Purpose of Report

To consider the responses received from the recent EOI (Expression of Interest) process for the Newton Transfer Station.

Strategic Plan Link

Strategy 1.4.1 Develop partnerships and seek grants that improve infrastructure, services, and recognition of the City

Strategy 2.3.1 Establish strategic and/or collaborative partnerships and explore new technologies to create greater opportunities for Council to improve service delivery

Strategy 5.2.1 Develop partnerships with local businesses to grow the economy

Background

Council entered into a long term lease (20 year lease) arrangement with Whelan Kartaway Pty Ltd which expires in November 2018. As previously discussed with Council the end of this agreement provides Council with an excellent opportunity to explore how to best maximise this asset.

Furthermore in consultation with Council's legal advice, the EOI document (see attached) was prepared to seek innovative options from the Waste Industry on how to maximise Council's return and the overall benefit to the local Community.

Discussion

Although there were 22 companies who downloaded the EOI document and attended the pre-lodgement site meeting on 6 December 2017 only three companies made a formal submission. The three companies were the current lessee Whelan Kartaway Pty Ltd, Council's current waste disposal contractor IWS (Integrated Waste Services) and ARR (Adelaide Resource Recovery).

In essence ARR have expressed an interest to purchase the site (including EPA license) and should Council consider this a feasible option then they would submit an offer. Following receipt of this, Staff contacted ARR who have indicated that they would offer $2.5 million to purchase the site with EPA license. Whelan Kartaway have also identified that their preferred option would be to purchase the site (including EPA license) for an amount of $2,000,000 and guarantee to operate the site as a transfer station for at least 5 years, however would pay Council up to $500,000 should that not be the case.

The submission from IWS was the only one that sought an innovative/unique approach to work with Council and enter into a Joint Venture potentially in a similar way to the one they have established with SRC (Southern Recycling Centre). As indicated in their proposal a successful joint venture could include but not limited to:

- Lease agreement on the Newton Facility
- Insulation for increasing EPA levy through increased recycling
- Co-investment to provide financial benefits to both parties
- Potential reduction of current transport cost by processing MSW (Municipal Solid Waste) at the Newton facility.

The submission provided by IWS provides Council with an excellent opportunity to maximise its return on the Newton Transfer Station whilst providing the potential to significantly reduce Council's, together with all the East Waste Councils, waste disposal costs.

Therefore due to potential short and long term benefits to Council it is recommended that the Chief Executive Officer be authorised to pursue the submission provided by IWS as its preferred option at this time and prepare a further report for Council's consideration once more information/business case has been prepared. To assist Council to develop its business case it is intended to seek independent advice through BRM Holdich and Norman Waterhouse Lawyers to ensure Council's interests are fully protected and the outcome for the Community is maximised. In the event that this proposal does not prove to be beneficial Council could then consider whether it wanted to sell the facility or look to enter into a new lease with a reputable company to operate a Transfer Station.

Social Implications

There are no social implications in relation to this report.

Environmental Implications

Any future use of the facility will be in accordance with the EPA License which will ensure there are no long term environmental implications resulting from the activities at the site. However, Staff will explore how new initiatives and potentially new lessee conditions can be utilised at the site to maximise the diversion of waste from landfill.

Asset Management Implications

There are no asset management implications in relation to this report however as a result of exploring the future use of this site there may be some asset management implications which will depend upon how the site is developed.

Governance / Risk Management

There are no governance / risk management implications in relation to this report however as part of the further investigation Staff will consider governance and risk management implications as part of the business case.

Community Engagement

There has been no consultation with the Community at this time however it is anticipated that dependent upon the future use of the site there may be a requirement to undertake Community Consultation.

Regional Implications

The Transfer Station in its current form provides a regional facility for households to dispose of unwanted items. It is envisaged that whatever the final outcome is the Transfer Station will play a significant role within the Eastern Region. Furthermore there may be a possibility to alter the license to include putrescible waste at the site which would become even more significant for the region.

Financial Implications

The existing site provides Council with lease income of approximately $40,000. This income is generated from $18,452 from Whelan Kartaway to lease the Transfer Station and $21,879 from Telstra Corporation for the lease of approximately 10 square metres of land to house a telecommunications tower. The Telstra lease is a separate agreement which expires in February 2023.

As advised previously at a CEO Briefing Session, Staff engaged m3property to provide a market valuation for the following options:

- 'as is' industrial land - $2.2 million
- 'as is' in use - $2.5 million
- 'as is' market rental - $100,000 per annum

The figures above clearly indicate the current rental being achieved from Whelan Kartaway is well below market rate and their offer to purchase of $2 million is lower than the valuation recommended to date, whereas the indicated figure from ARR is in line with the market valuation.

In the event that Council wanted to proceed with a sale or to continue leasing the facility it is recommended that a new approach is made to the market. However in light of the EOIs received it is recommended that the first step to maximise the return to Council, is to explore the option of entering into a joint venture with IWS.

Recommendation

That Council, following review of the Expression of Interests for the Newton Transfer Station, authorise the Chief Executive Officer to:

1. **explore the opportunity of entering into a long term business relationship with Integrated Waste to establish a Joint Venture with the following objectives, but not limited to:**

    - **Lease agreement on the Newton Facility**

- **Insulation for increasing EPA levy through increased recycling**
- **Co-investment to provide financial benefits to both parties**
- **Potential reduction of current transport cost by processing MSW (Municipal Solid Waste) at the Newton facility.**

2. prepare a business case for Council's consideration once further investigation has been undertaken.

CAMPBELLTOWN
CITY COUNCIL

CORPORATION OF THE CITY OF CAMPBELLTOWN

REQUEST FOR EXPRESSIONS OF INTEREST FOR THE NEWTON REFUSE TRANSFER STATION AND/OR WASTE DISPOSAL & PROCESSING WITHIN COUNCIL AREA

Expressions of Interest Close

1.00pm Tuesday 19/12/17

Expressions of Interest must be lodged electronically on the SA Tenders and Contracts website (www.tenders.sa.gov.au) prior to the Closing Date

Ref: 17/84774

TABLE OF CONTENTS Page No

SECTION A – BACKGROUND AND GENERAL INFORMATION 2

1. INVITATION FOR EXPRESSIONS OF INTEREST 2
2. BACKGROUND 2

SECTION B – CONDITIONS OF REQUEST FOR EXPRESSIONS OF INTEREST PROCESS 3

1. DEFINITIONS 3
2. REQUEST FOR EXPRESSIONS OF INTEREST 3
3. REOI DOCUMENTS 3
4. OBTAINING A COPY OF THIS REOI 4
5. LODGEMENT OF EXPRESSIONS OF INTEREST 4
6. LATE EXPRESSIONS OF INTEREST 4
7. EXTENSION OF TIME FOR THE SUBMISSION OF EXPRESSIONS OF INTEREST 4
8. EXPRESSIONS OF INTEREST VALIDITY PERIOD 5
9. PROPOSED EXPRESSION OF INTEREST PROCESS 5
10. COPYING EXPRESSIONS OF INTEREST 5
11. COMMUNICATION BETWEEN PARTIES 5
    - 11.1 Enquiries or requests for information or clarification 5
    - 11.2 Registrant's contact person 5
    - 11.3 Registrant not to solicit the Council and its employees 6
12. EXPRESSION OF INTEREST PREPARATION 6
    - 12.1 Registrants to be informed 6
    - 12.2 Evidence of registration or licensing 6
    - 12.3 Conflict of interest 6
    - 12.4 Use of subcontractors 7
    - 12.5 Ombudsman *A*ct 7
    - 12.6 Freedom of Information 7
    - 12.7 ICAC 7
    - 12.8 Registrant's confidential information 7
    - 12.9 Collusion 8
13. REOI DOCUMENTS 8
    - 13.1 Conforming Expressions of Interest 8
    - 13.2 Non-Conforming Expressions of Interest 8
    - 13.3 Content of Expressions of Interest 8
14. ACKNOWLEDGEMENT BY REGISTRANTS 8
15. COUNCIL'S RIGHTS 9
16. EXPRESSIONS OF INTEREST EVALUATION 10
    - 16.1 Criteria 10
    - 16.2 Use of REOI Documents 10
    - 16.3 Debriefing of Registrants 10
17. UNSUCCESSFUL EXPRESSIONS OF INTEREST 10
18. NO LEGAL REQUIREMENT 11
19. GOVERNING LAW 11

SECTION C – EXPRESSION OF INTEREST RETURN SCHEDULES 12

STRUCTURE OF THIS REQUEST FOR EXPRESSIONS OF INTEREST

This REOI is comprised of four sections:

- Section A - Background and General Information to Registrants
- Section B - Conditions of Expression of Interest Process
- Section C - Expression of Interest Return Schedules

SECTION A – BACKGROUND AND GENERAL INFORMATION

1. INVITATION FOR EXPRESSIONS OF INTEREST

The Corporation of the City of Campbelltown (**Council**) invites Expressions of Interest from Registrants in respect of the operations of the Newton Refuse Transfer Station.

2. BACKGROUND

2.1 The Council is the registered proprietor of the land in fee simple on which the Newton Refuse Transfer Station is situated, being Certificates of Title Volume 5722 Folios 903, 904 and 905 (**Land**).

2.2 The Council has granted a lease over the Land (**Lease**).

2.3 Pursuant to the Lease, the lessee is permitted to operate the Newton Refuse Transfer Station and use the Land for a waste transfer and recycling station (for the receipt of permitted waste) together with associated equipment storage and the sale of recyclable materials.

2.4 The current term of the Lease is due to expire on 18 November 2018.

2.5 The Council is the holder of a licence issued by the Environment Protection Authority of South Australia (**EPA Licence**) which authorises the operation of the Newton Refuse Transfer Station on the Land.

2.6 The Council would like to maximise benefits for its community and consolidate service offerings, and is seeking innovative Expressions of Interest in respect of the operations of the Newton Refuse Transfer Station upon expiration of the Lease. In this regard, the Council is open to considering Expressions of Interest which encompasses all forms of dealings, including joint ventures.

2.7 A site briefing shall occur at Newton Refuse Transfer Station at Cnr Virginia Rd & Papagni Ave Newton SA 5074 on Wednesday 6/12/17 at 3:00pm. It is a requirement of this tender that potential tenderers attend the site briefing. There is no onsite parking, therefore please park on the road, meet at entrance gate and wear yellow vests and enclosed shoes.

SECTION B – CONDITIONS OF REQUEST FOR EXPRESSIONS OF INTEREST PROCESS

1. DEFINITIONS

In this REOI, the following terms will, unless inconsistent with the context, have the meanings indicated:

A reference to a **clause** is a reference to a clause of this REOI.

Closing Date means the time and date specified in clause 5.1, or such later time and date as may be notified in writing to Registrants by the Council.

Conforming Expression of Interest means an Expression of Interest described in clause 13.1.

Expression of Interest means an Expression of Interest submitted by a Registrant pursuant to this REOI.

Expression of Interest Process means the process for calling, receiving and evaluating Expressions of Interest as proposed in clause 9 of this REOI.

Expressions of Interest Return Schedules are the forms attached to Section D of this REOI.

Nominated Contact Person means the person named in clause 11.1.

Non-Conforming Expression of Interest means an Expression of Interest which does not meet the requirements set out in this REOI and/or the REOI Documents.

Objective means the objective of being innovative, while minimising Council's operational costs and maximising benefits for the Council community in respect of the operations of the Newton Refuse Transfer Station.

Registrant has the meaning given to it in clause 4.

Registrant's Representative means the person nominated by a Registrant under clause 11.2.1.

REOI means this Request for Expressions of Interest set out in the REOI Documents.

REOI Documents means the documents specified in clause 3.

2. REQUEST FOR EXPRESSIONS OF INTEREST

The Council seeks Expressions of Interest from Registrants in respect of the Objective.

3. REOI DOCUMENTS

The REOI Documents are comprised of:

3.1 this REOI;

3.2 the Information Brief; and

3.3 the Expression of Interest Return Schedules.

4. OBTAINING A COPY OF THIS REOI

This REOI is open to any organisation or person who registers its interest and details with the Council and thereby obtains a copy of the REOI Documents (each such party is a **Registrant**). Parties obtaining the REOI Documents (in soft copy) will be required to register their name and contact details at the time of issue of the documents.

5. ELECTRIC LODGEMENT OF EXPRESSIONS OF INTEREST

5.1 Tenders must be lodged electronically via the SA Tenders before **1.00 pm Tuesday 19 December 2017** (**Closing Date**) and in accordance with the tender lodgement procedure set out in this clause.

5.2 Where there is any inconsistency between the lodgement procedure set out on the SA Tenders website and those set out in this RFT, this RFT will prevail.

Tenders lodged by any other means will not be considered.

5.4 Tenderers warrant that they have taken all reasonable steps to ensure that their Tenders are free of viruses or any other matter which would cause harm to the Council's website or systems.

5.5 Tenderers acknowledge that it is their sole responsibility to ensure that sufficient time has been allowed for Tender lodgement, including time that may be required for any problem analysis and resolution prior to the Closing Date.

5.6 If Tenderers have any problem uploading their Tender, they must contact the Nominated Contact Person prior to the Closing Date. Any failure to do so will result in the Tender being a Non–Conforming Tender.

5.7 A Tender is deemed to have been lodged by the Tenderer when the Tender has been received by SA Tenders server

6. LATE EXPRESSIONS OF INTEREST

Expressions of Interest received after the Closing Date **WILL NOT** be considered or accepted.

7. EXTENSION OF TIME FOR THE SUBMISSION OF EXPRESSIONS OF INTEREST

7.1 The Council may, in its absolute discretion, no less than two business days before the Closing Date, extend the Closing Date by notice in writing to the Registrants.

7.2 A Registrant may request the Council to extend the Closing Date for the submission of an Expression of Interest by written application to the Nominated Contact Person.

7.2.1 Any such requests must be received by the Nominated Contact Person at least five business days prior to the Closing Date, and must provide sufficient reasons to support the request.

7.2.2 It is entirely at the Council's discretion as to whether an extension is granted.

8. EXPRESSIONS OF INTEREST VALIDITY PERIOD

8.1 All Expressions of Interest will remain valid for six months after the Closing Date.

8.2 Once submitted, a Registrant cannot withdraw its Expression of Interest without the prior written consent of the Council, unless the Expression of Interest is withdrawn before the Closing Date.

9. PROPOSED EXPRESSION OF INTEREST PROCESS

It is intended that this REOI represents the first phase of the proposed process by which Council will consider proposals for the achievement of the Objective. Upon completion of this REOI, the Council may enter into direct negotiations with the Preferred Registrant(s) or issue a subsequent select tender process.

10. COPYING EXPRESSIONS OF INTEREST

Registrants must not use this REOI or the REOI Documents (including any attached technical and other written information supplied by the Council) for any purpose other than to prepare an Expression of Interest. This includes not copying this REOI or the REOI Documents (including any attached technical and other written information supplied by the Council) and providing a copy to any third party not involved in the preparation of an Expression of Interest.

11. COMMUNICATION BETWEEN PARTIES

11.1 Enquiries or requests for information or clarification

11.1.1 Any enquiries or requests for information or clarification regarding this REOI or the REOI Documents must be made in writing and addressed to the Nominated Contact Person.

11.1.2 The Nominated Contact Person is Andrew King, aking@campbelltown.sa.gov.au.

11.1.3 The Nominated Contact Person may (but is not obligated to) respond to a Registrant's enquiries or requests for information or clarification.

11.1.4 If the Council provides any information to a Registrant by way of clarification, then the Council reserves the right to provide that information to other Registrants.

11.1.5 No statement made by the Nominated Contact Person, or any other representative of the Council should be construed as modifying this REOI or any of the REOI Documents, unless confirmed in writing by the Nominated Contact Person.

11.2 Registrant's contact person

11.2.1 Registrants are required to nominate a person to be the authorised contact person and supply an address for the service of any notices for the purpose of this REOI (Registrant's Representative).

11.2.2 Each Registrant must notify the Council of its Registrant's Representative within 10 business days of obtaining the REOI Documents.

11.2.3 All communication with the Registrant will be via the Registrant's Representative.

11.3 **Site Briefing**

11.3.1 The Council may conduct a site briefing. The briefing (if conducted) is intended to provide Tenderers with background information, and Tenderers are not to treat any statements made at the briefing as variations to this RFT.

11.3.2 The Council reserves the right to require all Tenderers to attend the site briefing.

11.3.3 Details of the briefing will be provided to Tenderers at least 7 business days prior to the briefing. Tenderers may be notified of the site briefing by email, and Council may post the details of the briefing on the internet.

11.3.4 Each attending Tenderer must advise the Nominated Contact Person of the details of that Tenderer's attendees (including name and position) at least two business days before the briefing.

11.4 **Registrant not to solicit the Council and its employees**

The Registrant and its representatives must not interfere or attempt to interview or to discuss its Expression of Interest with Councillors or employees of the Council, other than the Nominated Contact Person. The Council reserves the right to reject any Expression of Interest submitted by a Registrant which contravenes this clause.

12. EXPRESSION OF INTEREST PREPARATION

12.1 **Registrants to be informed**

Each Registrant must, prior to submitting its Expression of Interest, become acquainted with and make all necessary investigations with respect to, the Land and the offerings of the Newton Refuse Transfer Station.

12.2 **Evidence of registration or licensing**

Each Registrant must (if applicable) be licensed or registered in order to achieve the Objective.

12.3 **Conflict of interest**

Registrants must inform Council of any circumstances or relationships which will constitute a conflict or potential conflict of interest if the Registrant is successful. If any conflict or potential conflict exists, the Registrant must advise how it proposes to address this.

12.4 **Use of subcontractors**

Where a Registrant proposes to use resources from organisations other than the Registrant itself, substantial information relating to the contractual arrangements for such resources must be detailed in the Expression of Interest, together with information on the relevant experience of such other organisation.

12.5 **Ombudsman *A*ct**

Registrants should be aware that the *Ombudsman Act 1972* (SA) has been amended so that the definition of "administrative act" under that Act includes an act done in the performance of functions under a contract for services with a Council. That Act also includes powers enabling the Ombudsman to investigate matters in the public interest. The Registrant must ensure compliance with all obligations arising under that Act and any other applicable legislation.

12.6 **Freedom of Information**

Registrants should be aware that the *Freedom of Information Act 1991* (SA) (**FOI Act**) gives members of the public rights to access documents of the Council. The FOI Act promotes openness in governance and accountability of government agencies and confers the public with a legally enforceable right to be given access to documents, including contracts entered into by the Council, except for those contracts or provisions which should be kept confidential for public interest purposes, the preservation of personal privacy or are commercial in confidence.

12.7 **ICAC**

Registrants should be aware that if they enter into a contract with the Council they will be considered to be public officers for the purposes of the *Independent Commissioner Against Corruption Act 2012* (SA) (**ICAC Act**) and will be obliged to comply with the ICAC Act and the Directions and Guidelines issued pursuant to the ICAC Act.

12.8 **Registrant's confidential information**

12.8.1 Subject to clauses 12.8.2 and 19, the Council will treat as confidential all Expressions of Interest submitted by Registrants in connection with this REOI.

12.8.2 The Council will not be taken to have breached any obligation to keep information provided by Registrants confidential to the extent that the information:

12.8.2.1 is disclosed by the Council to its advisers, officers, employees or subcontractors solely in order to conduct the REOI process or to prepare and manage any resultant agreement;

12.8.2.2 is disclosed to the Council's internal management personnel, solely to enable effective management or auditing of the REOI process;

12.8.2.3 is disclosed by the Council to the responsible Minister;

12.8.2.4 is authorised or required by law to be disclosed; or

12.8.2.5 is in the public domain otherwise than due to a breach of the relevant obligations of confidentiality.

12.9 **Collusion**

The Registrant must not collude with any other Registrants or potential Registrants.

13. REOI DOCUMENTS

13.1 Conforming Expressions of Interest

A Conforming Expression of Interest is an Expression of Interest which meets all of the requirements set out in this REOI and the REOI Documents.

13.2 Non-Conforming Expressions of Interest

The Council is not required to, but may at its sole discretion, consider an incomplete, informal or a Non-Conforming Expression of Interest. Failure to respond to or meet any of the requirements set out in this REOI and the REOI Documents will result in the Expression of Interest being deemed a Non-Conforming Expression of Interest.

13.3 Content of Expressions of Interest

13.3.1 Registrants are required to complete the Expressions of Interest Return Schedules and submit them to the Council.

13.3.2 Registrants can also supply any other additional information or documents. The Council may have reference to such additional information or documents in evaluating the Expressions of Interest.

13.3.3 All prices quoted by Registrants in their Expressions of Interest are:

13.3.3.1 to be in Australian dollars;

13.3.3.2 to be exclusive GST; and

13.3.3.3 (if subject to rise and fall) to provide full details of how the rise and fall applies and the method of determining the price.

14. ACKNOWLEDGEMENT BY REGISTRANTS

Each Registrant acknowledges that the Council:

14.1 makes no representations and offers no undertakings in issuing this REOI or the REOI Documents;

14.2 may proceed to direct negotiation with the Preferred Registrant(s);

14.3 is not bound to proceed to a tender or select tender process or to execute a contract with any party in respect of the achievement of the Objective;

14.4 may require one or more Registrants (but is not obliged to require all) to supply further information and/or attend a conference or interview;

14.5 may require one or more Registrants (but is not obliged to require all) to make presentation(s);

14.6 may undertake 'due diligence' checks on any Registrant, including, but not limited to, verifying references and/or referees, and undertaking company searches and credit checks;

14.7 will not be responsible for any costs or expenses incurred by the Registrant arising in any way from the preparation and submission of its Expression of Interest;

14.8 accepts no responsibility for a Registrant misunderstanding or failing to respond correctly to this REOI;

14.9 will not be liable for or pay any expenses or losses incurred by any party whether in the preparation of an Expression of Interest; and

14.10 will not be bound by any verbal advice given or information furnished by any member, officer or agent of the Council in respect of the REOI Documents or this REOI, but will be bound only by written advice furnished by the Nominated Contact Person.

15. COUNCIL'S RIGHTS

The Council reserves the right to:

15.1 amend, vary, supplement or terminate this REOI at any time;

15.2 accept or reject any Expression of Interest;

15.3 negotiate with any service providers on all or any part of the services to be supplied pursuant to this REOI and the achievement of the Objective;

15.4 vary the REOI timing and process;

15.5 postpone or abandon this REOI;

15.6 add or remove any Registrant;

15.7 accept or reject any Expressions of Interest whether or not they are Conforming Expressions of Interest;

15.8 accept all or part of any Expression of Interest;

15.9 negotiate or not negotiate with one or more Registrants;

15.10 discontinue negotiations with any Registrant; and

15.11 include the Registrants' names in Council reports and make them public.

16. EXPRESSIONS OF INTEREST EVALUATION

16.1 Criteria

In assessing the Expressions of Interest, the Council will have regard to, but not necessarily be limited to, the following criteria (not listed in any order of priority):

16.1.1 innovation and increase in Council's service offerings;

16.1.2 customer service experience and capacity;

16.1.3 experience in implementing and operating environmental management systems;

16.1.4 commercial terms of the Expression of Interest

16.1.5 degree of compliance with the requirements set out in this REOI and the REOI Documents; and

16.1.6 such other matters that Council considers relevant, including:

16.1.6.1 details of current and previous relevant experience;

16.1.6.2 financial capacity;

16.1.6.3 staff resources;

16.1.6.4 management experience; and

16.1.6.5 transition plan (if applicable).

16.2 Use of REOI Documents

The Council may use, retain and copy any information contained in the Expressions of Interest for the evaluation of tenders in any subsequent tender process and for the finalisation of the provisions of any subsequent contract in respect of the Objective.

16.3 Debriefing of Registrants

If requested, Registrants may be debriefed against the Council's evaluation criteria. Registrants will not be provided with information concerning other Registrants, apart from publicly available information. No comparison with other Expressions of Interest will be made.

17. UNSUCCESSFUL EXPRESSIONS OF INTEREST

Unsuccessful Registrants must, if required by the Council, return the REOI Documents to the Council, once they have been advised that their Expressions of Interest is unsuccessful.

18. **NO LEGAL REQUIREMENT**

The issue of this REOI or any response to it does not commit, obligate or otherwise create a legal obligation on the Council in respect of the Objective from the Registrants.

19. **GOVERNING LAW**

19.1 This REOI is governed by the law in South Australia.

19.2 The parties irrevocably submit to the exclusive jurisdiction of the courts in South Australia.

SECTION C – EXPRESSION OF INTEREST RETURN SCHEDULES

Schedule 1 Registrant's Details

1. **Name of Registrant**

   State in full the name(s) of the person(s) or the registered name(s) of the company(s) and trading names.

   ABN number

2. **Contact person**

   Nominate a contact person for this Expression of Interest to deal with any questions or queries that may arise.

3. **Registered address**

4. **Postal address**

5. **Telephone**

6. **Fax**

7. **Email**

Schedule 2 Financial Capacity

1. Banker's Name: .....

   Address: .....

   .....

2. To assist in the evaluation of your financial capability please attach copies of audited profit and loss accounts, balance sheets and statement of cash flows for the last three financial years, as certified by a public accountant.

3. What percentage of the Registrant’s South Australian business does this Expression of Interest represent in terms of turnover?

   _____%

Schedule 3 Licences and Accreditation

List details of any licences or accreditations required or relevant to the REOI

Schedule 4 Insurance

Provide details of insurance currently held by you

Insurance type	Policy no	Extent of cover		Expiry date	Name of insurer
		Per incident $A	In aggregate $A		
Public and products liability					
Professional indemnity (if applicable)					
Workers compensation					
Other					

Schedule 5 Work Health & Safety & Risk Management

Registrant Work Health & Risk Management System Questionnaire

OHS policy and management	Yes	No
(a) Does the Registrant have a written work health and safety policy?	☐	☐

If yes provide a copy of policy

Comments:

(b) Does the Registrant have a Work Health & Safety Management System recognised by a ReturnToWork SA?	☐	☐

If yes provide details:

(c) Does the Registrant have a Work Health & Safety Management System manual or plan?	☐	☐

If yes provide a copy of contents page(s)

Comments:

(d) Are health and safety responsibilities clearly identified for all levels of staff?	☐	☐

If yes provide a copy of contents page(s)

Comments:

Safe work practices and procedures

(a) Has the Registrant prepared safe operating procedures or specific safety instructions relevant to its operations?	☐	☐

If yes provide a summary listing of procedures or instructions

Comments:

(b) Does the Registrant have any permit to work systems?	☐	☐

If yes provide a summary listing or permits:

(c) Is there a documented incident investigation procedure?	☐	☐

If yes provide a copy of a standard incident report form

(d) Are there procedures for maintaining, inspecting and assessing the hazards of plant operated/owned by the company? ☐ ☐

If yes provide details:

(e) Are there procedures for storing and handling hazardous substances? ☐ ☐

If yes provide details:

(f) Are there procedures for identifying, assessing and controlling risks associated with manual handling? ☐ ☐

If yes provide details:

Work Health & Safety training

(a) Describe how health and safety training is conducted in your company:

(b) Is a record maintained of all training and induction programs undertaken for employees in your company? ☐ ☐

If yes provide examples of safety training records:

Health and safety workplace inspection

(a) Are regular health and safety inspections at worksites undertaken? ☐ ☐

If yes provide details:

(b) Are standard workplace inspection checklists used to conduct health and safety inspections? ☐ ☐

If yes provide details or examples:

(c) Is there a procedure by which employees can report hazards at workplaces? ☐ ☐

If yes provide details:

Health and safety consultation

(a) Is there a workplace health and safety committee? ☐ ☐
(b) Are employees involved in decision making over Work Health & Safety matters? ☐ ☐

If yes please provide details:

(c) Are there employee elected health and safety representatives? ☐ ☐

Comments:

Work Health & Safety performance monitoring

(a) Is there a system for recording and analysing health and safety performance statistics? ☐ ☐

If yes provide details:

(b) Are employees regularly provided with information on company health and safety performance? ☐ ☐

If yes provide details:

(c) Has the company ever been convicted of a Work Health & Safety offence? ☐ ☐

If yes provide details:

Safety performance

(a) Please provide the following information for the last three years

	2014/2015	2015/2016	2016/2017
What was the average number of employees in your organisation?			
What was the approximate number of hours worked?			
How many injuries have occurred to your employees which resulted in a fatality, permanent disability or time lost from work of one day or more?			
What is the Lost Time Injury Frequency Rate?			
What is the total number of full days lost due to injury?			
What is the average days lost per injury?			

Schedule 6 Environmental Management System

Registrants are to provide details of their environmental management system and where possible, examples of:

- Reports on environmental performance
- Incident reports including actions taken to address the incident and improvements to processes to reduce risk of occurring again
- Environmental management plans established for other contracts

Schedule 7 Referees

Details of at least three references for similar work and information on the approximate date when work was completed and the approximate value of work undertaken.

Reuse this page if more than three references are provided.

Client Name:
Address:

Contact Name:
Telephone:
Date of Work:
Value of Work:

Client Name:
Address:

Contact Name:
Telephone:
Date of Work:
Value of Work:

Client Name:
Address:

Contact Name:
Telephone:
Date of Work:
Value of Work:

Schedule 8 Customer Service Plan

Registrants must demonstrate their capacity and skill in regard to the provision of customer service. Registrants must describe what systems they will use and performance levels that will be achieved in the provision of advice and response to enquiries, complaints, and requests for assistance from members of the public. This must include but not be limited to:

- procedures for the handling of all enquiries and complaints
- staff education programs to ensure highest levels of customer service are attained and maintained
- indicative performance standards for handling of enquiries and complaints, including specific time scales
- number and qualifications of staff who will provide this service
- location/s of enquiry and assistance points where enquiries and complaints will be managed
- hours of availability of customer service and supervisory staff
- how the complaints register will be maintained
- proposed information leaflets, forms and reports that will be used in providing this service.

Schedule 9 Value Added Services

Provide details of any other benefits you can offer to improve the level of service or value of your Expression of Interest.

Schedule 10 Improvement and Innovation

Provide details of ideas and systems that are proposed for improved performance.

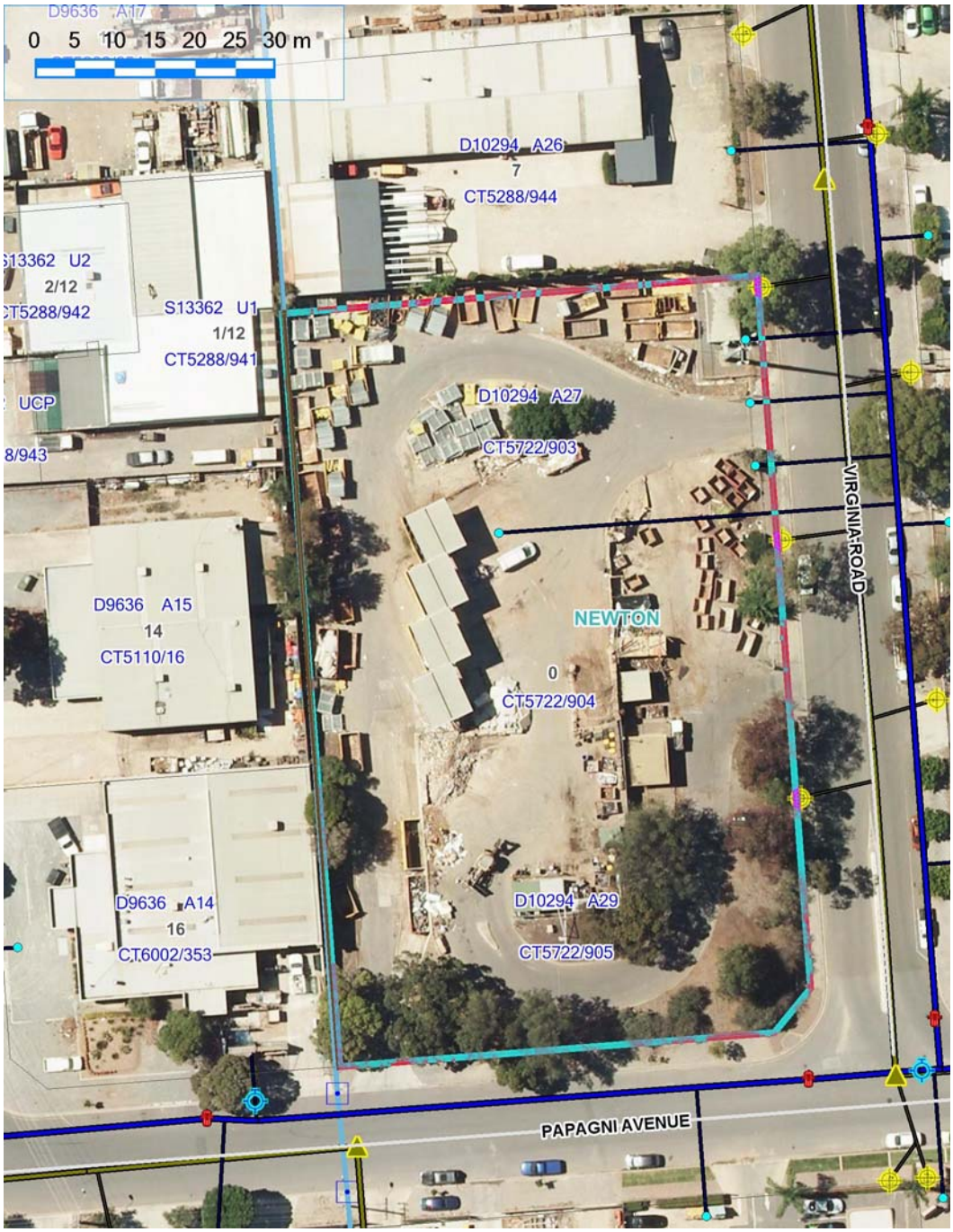
Schedule 11 Pricing Model

All prices must be listed exclusive of GST

Attachment 1 □ Aerial Plan of the Land

CAMPBELLTOWN CITY COUNCIL

172 Montacute Road, Rostrevor SA 5073
Telephone: (08) 8366 9222
Facsimile: (08) 8337 3818
Email: cityof@campbelltown.sa.gov.au
Website: www.campbelltown.sa.gov.au



Map Zoom: 152.3 m
Map Scale: 1:846.7

Legend

- CCC LGA
- Suburb
- Easements (DENR pre June 2012)
- Valuation
- Water Hydrant
- Water Meter
- Water Valve
- Sewer Valve
- Sewer Inspection Opening
- Sewer Man Hole
- Sewer Structure
- Sewer Maintenance Shaft
- Sewer Inspection Point
- Water Main
- Water Connection
- Sewer Main
- Sewer Connection
- Sewer Pumping Main
- Trash Racks
- GPTs
- Spoon Drain
- Pits
- Stormwater Pipes
- Road
- Aerial 2012

Disclaimer

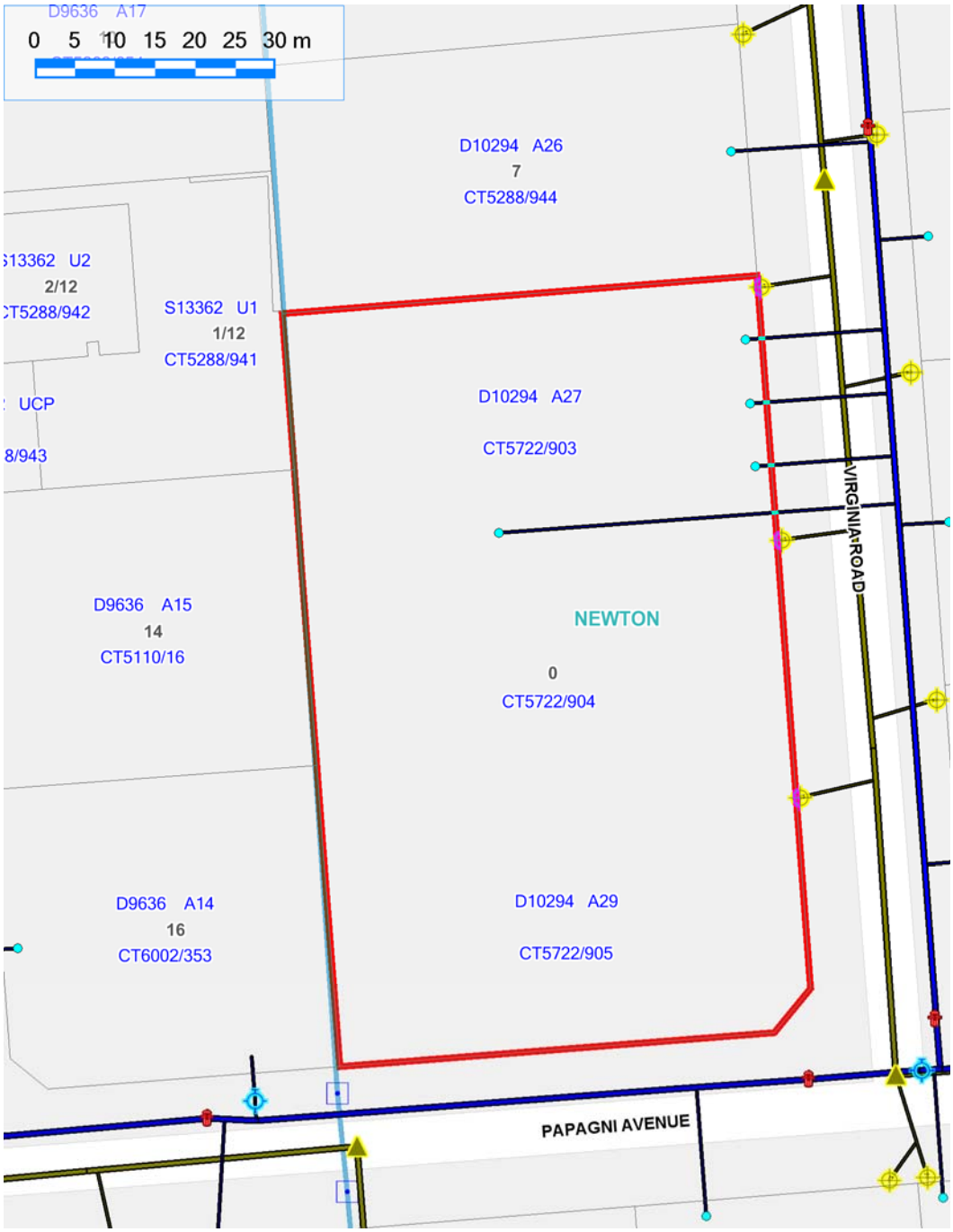
This map is a representation of the information currently held by the City of Campbelltown. While every effort has been made to ensure the accuracy of the product, Council accepts no responsibility for any errors or omissions nor for any loss or damage alleged to be suffered by anyone as a result of the publication of the map and the notations on it, or as a result of the use or misuse of the information provided herin.

Feedback and recommended corrections to Council's maps are always welcomed.

Copyright © 2009 Campbelltown City Council, South Australia

CAMPBELLTOWN CITY COUNCIL

172 Montacute Road, Rostrevor SA 5073
Telephone: (08) 8366 9222
Facsimile: (08) 8337 3818
Email: cityof@campbelltown.sa.gov.au
Website: www.campbelltown.sa.gov.au



Map Zoom: 152.3 m
Map Scale: 1:846.7

Legend

- CCC LGA
- Suburb
- Easements (DENR pre June 2012)
- Valuation
- Water Hydrant
- Water Meter
- Water Valve
- Sewer Valve
- Sewer Inspection Opening
- Sewer Man Hole
- Sewer Structure
- Sewer Maintenance Shaft
- Sewer Inspection Point
- Water Main
- Water Connection
- Sewer Main
- Sewer Connection
- Sewer Pumping Main
- Trash Racks
- GPTs
- Spoon Drain
- Pits
- Stormwater Pipes
- Road
- Open Space

Disclaimer

This map is a representation of the information currently held by the City of Campbelltown. While every effort has been made to ensure the accuracy of the product, Council accepts no responsibility for any errors or omissions nor for any loss or damage alleged to be suffered by anyone as a result of the publication of the map and the notations on it, or as a result of the use or misuse of the information provided herin.

Feedback and recommended corrections to Council□s maps are always welcomed.

Copyright □ 2009 Campbelltown City Council, South Australia

Attachment 2 – Lands Titles Office register searches for the Land

CERTIFICATE OF TITLE

REAL PROPERTY ACT, 1886

VOLUME 5722 FOLIO 903

Edition 2
Date Of Issue 07/01/2000
Authority CONVERTED TITLE

South Australia

I certify that the registered proprietor is the proprietor of an estate in fee simple (or such other estate or interest as is set forth) in the land within described subject to such encumbrances, liens or other interests set forth in the schedule of endorsements.

REGISTRAR-GENERAL

REGISTRAR-GENERAL SOUTH AUSTRALIA

REGISTERED PROPRIETOR IN FEE SIMPLE

THE CORPORATION OF THE CITY OF CAMPBELLTOWN OF PO BOX 1 CAMPBELLTOWN SA 5074

DESCRIPTION OF LAND

ALLOTMENT 27 DEPOSITED PLAN 10294
IN THE AREA NAMED NEWTON
HUNDRED OF ADELAIDE

EASEMENTS

SUBJECT TO THE EASEMENT FOR SEWERAGE PURPOSES AS PROVIDED FOR BY SECTION 223 In (1) OF THE REAL PROPERTY ACT 1886 OVER THE LAND MARKED A

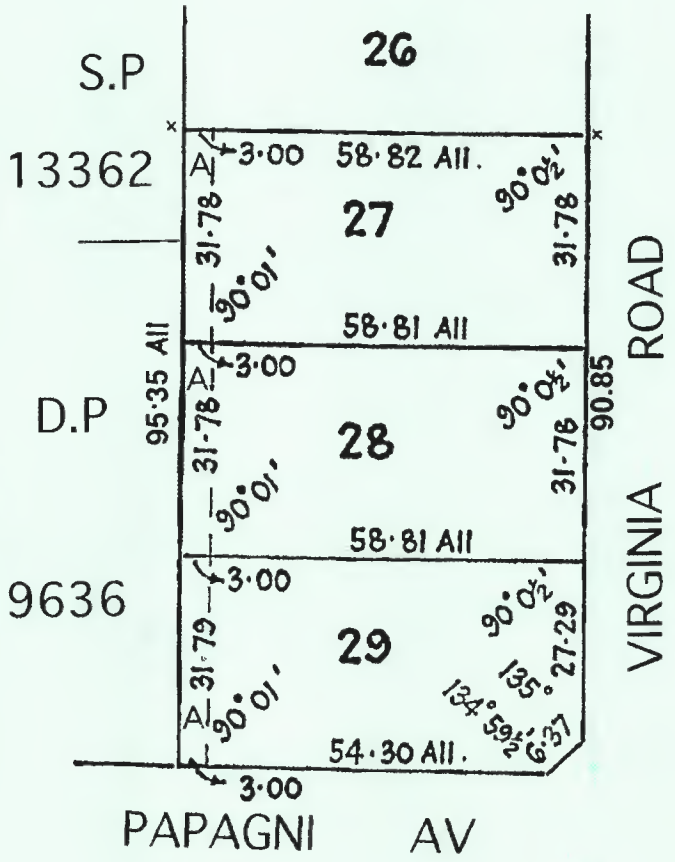
SUBJECT TO THE EASEMENT FOR DRAINAGE PURPOSES AS PROVIDED FOR BY SECTION 223 In (2) OF THE REAL PROPERTY ACT 1886 OVER THE LAND MARKED A

SCHEDULE OF ENDORSEMENTS

8819890 LEASE TO WHELAN KARTAWAY PTY. LTD. COMMENCING ON 16.11.1998 AND EXPIRING ON 15.11.2003 OF PORTION

WARNING: BEFORE DEALING WITH THIS LAND, SEARCH THE CURRENT CERTIFICATE

End of Text.



0 10 20 30 40 50 Metres.

CERTIFICATE OF TITLE

REAL PROPERTY ACT, 1886

VOLUME 5722 FOLIO 904

Edition 2
Date Of Issue 07/01/2000
Authority CONVERTED TITLE

South Australia

I certify that the registered proprietor is the proprietor of an estate in fee simple (or such other estate or interest as is set forth) in the land within described subject to such encumbrances, liens or other interests set forth in the schedule of endorsements.

REGISTRAR-GENERAL

REGISTRAR-GENERAL SOUTH AUSTRALIA

REGISTERED PROPRIETOR IN FEE SIMPLE

THE CORPORATION OF THE CITY OF CAMPBELLTOWN OF PO BOX 1 CAMPBELLTOWN SA 5074

DESCRIPTION OF LAND

ALLOTMENT 28 DEPOSITED PLAN 10294
IN THE AREA NAMED NEWTON
HUNDRED OF ADELAIDE

EASEMENTS

SUBJECT TO THE EASEMENT FOR SEWERAGE PURPOSES AS PROVIDED FOR BY SECTION 223 In (1) OF THE REAL PROPERTY ACT 1886 OVER THE LAND MARKED A

SUBJECT TO THE EASEMENT FOR DRAINAGE PURPOSES AS PROVIDED FOR BY SECTION 223 In (2) OF THE REAL PROPERTY ACT 1886 OVER THE LAND MARKED A

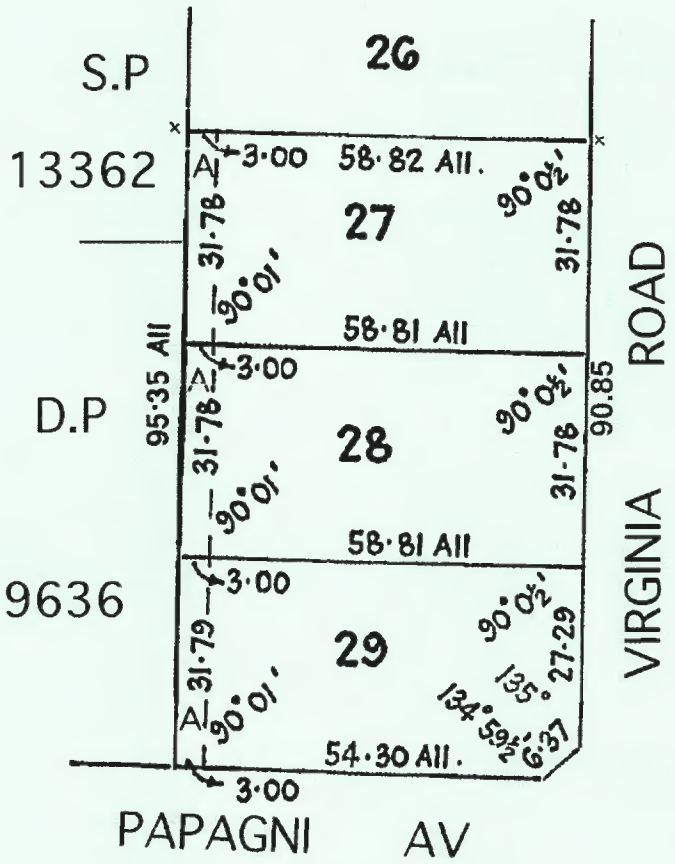
SCHEDULE OF ENDORSEMENTS

8819890 LEASE TO WHELAN KARTAWAY PTY. LTD. COMMENCING ON 16.11.1998 AND EXPIRING ON 15.11.2003

WARNING: BEFORE DEALING WITH THIS LAND, SEARCH THE CURRENT CERTIFICATE

End of Text.

82



0 10 20 30 40 50 Metres.

CERTIFICATE OF TITLE

REAL PROPERTY ACT, 1886

VOLUME 5722 FOLIO 905

Edition 2
Date Of Issue 07/01/2000
Authority CONVERTED TITLE

South Australia

I certify that the registered proprietor is the proprietor of an estate in fee simple (or such other estate or interest as is set forth) in the land within described subject to such encumbrances, liens or other interests set forth in the schedule of endorsements.

REGISTRAR-GENERAL

REGISTRAR-GENERAL SOUTH AUSTRALIA

WARNING: BEFORE DEALING WITH THIS LAND, SEARCH THE CURRENT CERTIFICATE

REGISTERED PROPRIETOR IN FEE SIMPLE

THE CORPORATION OF THE CITY OF CAMPBELLTOWN OF PO BOX 1 CAMPBELLTOWN SA 5074

DESCRIPTION OF LAND

ALLOTMENT 29 DEPOSITED PLAN 10294
IN THE AREA NAMED NEWTON
HUNDRED OF ADELAIDE

EASEMENTS

SUBJECT TO THE EASEMENT FOR SEWERAGE PURPOSES AS PROVIDED FOR BY SECTION 223 In (1) OF THE REAL PROPERTY ACT 1886 OVER THE LAND MARKED A

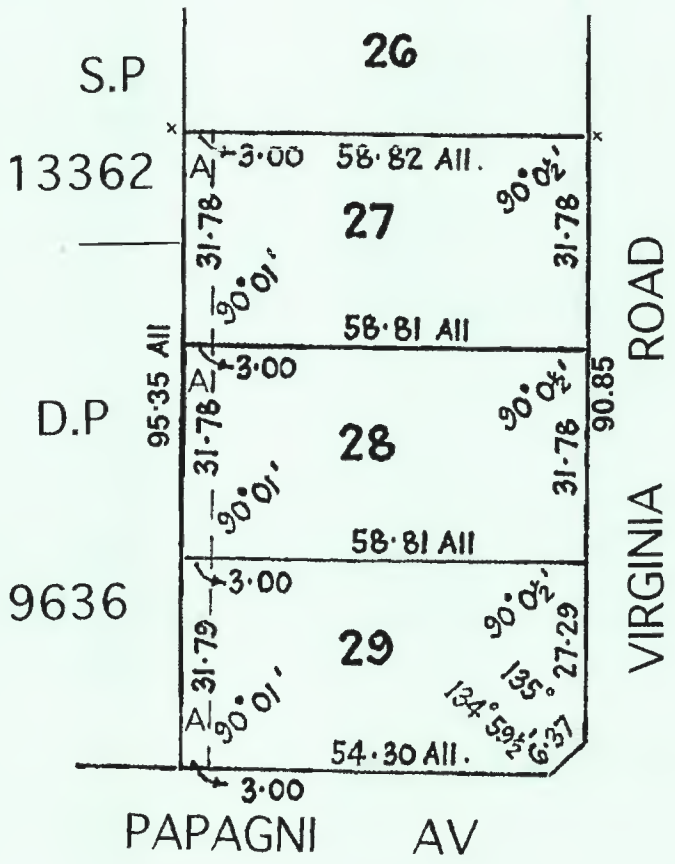
SUBJECT TO THE EASEMENT FOR DRAINAGE PURPOSES AS PROVIDED FOR BY SECTION 223 In (2) OF THE REAL PROPERTY ACT 1886 OVER THE LAND MARKED A

SCHEDULE OF ENDORSEMENTS

8819890 LEASE TO WHELAN KARTAWAY PTY. LTD. COMMENCING ON 16.11.1998 AND EXPIRING ON 15.11.2003

End of Text.

82



0 10 20 30 40 50 Metres.

DP 10294	692/1974		City of Campbelltown

S P O Dkt. G92/74 (X16448)
Corpn of the City of Campbelltown.

Laid out as Portion of the Township of

NEWTON.

Subdn. Pt. Lot. 15 - G.R.O. Plan Bk. 38 p. 63
Pt. Sec 298 - Hd of ADELAIDE.

I LADISLAV VESKA
Licensed Surveyor of South Australia, do hereby certify
(1) That this plan has been made from surveys executed by me or under my personal supervision
(2) That the field surveys were completed on the 22nd day of April 1976
(3) That both the boundaries shown hereon and the information required by regulation 9 of the Real Property (Survey) Regulations 1975 are correctly shown on the Survey Plan

Dated this 2nd day of September 1975
Licensed Surveyor

NOTE — Permanent marks to Surveyor General's specifications shown thus ■ P.M.

DIRECTOR OF PLANNING

Scale
0 10 20 30 40 50 Metres
1 : 1000

COPY REDUCED 50% OF ORIGINAL

PERMANENT MARKS APPROVED BY SURVEYOR GENERAL

GORGE ROAD

RENFREY AV.

PATTINSON ROAD

REDFORD STREET.

VIRGINIA ROAD.

PAPAGNI AV.

PATTINSON PLAN 9939

PLAN 10295

L.T.O. PLAN 10296

L.T.O. PLAN 10297

Lots 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 41, 42

We, United Dominions Corporation Limited having an interest in the land depicted hereon being Registered Proprietors C/T 2422 81 & 82, 2730 115 hereby signify consent to this Subdivision.
Signed for and on behalf of United Dominions Corporation Limited by its Attorneys this 12th day of November 1975

P/A 3502573

Note: Portion of Lots 23 to 30 marked Easement A hereon are to be Subject to an easement to the Corpn of the City of Campbelltown for Drainage purposes

Portion of Lots 23 to 30 marked Easement 'A' hereon is to be subject to an easement to the Minister of Works for sewerage purposes

Portion of Lot 30 marked Easement C (T/F) hereon is to be subject to an easement to the Electricity Trust of South Australia for electricity supply purposes

Note. Permanent Marks shown hereon have been placed thus

0.25 PM
2.50
LOT

Metal Pins placed at new Road intersections

EASMT C (T/F) 2.70 x 2.50

ALEXANDER & SYMONDS PTY. LTD
CONSULTING ENGINEERS
LICENSED SURVEYORS
259 HUTT STREET ADELAIDE
PHONE 23 3566

REF 27433 / G266
Form 82

Attachment 3 □ EPA licence 228

Licence No. 228

ISSUED:
01 Aug 2016

EXPIRY:
31 Jul 2021

ACN:

CAMPBELLTOWN CITY COUNCIL

Allotments 27-29, Virginia Road, NEWTON SA 5074

Environmental Authorisation under Part 6 of the *Environment Protection Act 1993*

South Australian Environment Protection Authority
GPO Box 2607
Adelaide SA 5001
Tel: 08 8204 2004

Environment Protection Authority

LICENCE NUMBER: 228

LICENSEE DETAILS

Licence Holder: CAMPBELLTOWN CITY COUNCIL

Premises Address(es): Allotments 27-29, Virginia Road, NEWTON SA 5074

LICENSED ACTIVITIES

The Licensee is authorised to undertake, at the location(s) shown above, the following prescribed activities of environmental significance under Schedule 1 Part A of the Act, subject to the conditions in this Licence set out below:

3(3)	Waste recycling depot (waste for resource recovery or transfer)

TERMS OF LICENCE

Commencement Date: 01 Aug 2016

Expiry Date: 31 Jul 2021

Table of Contents

What is an EPA licence? 5
What is the purpose of a licence? 5
Compliance with the licence 5
Incident notification 5
Responsibilities under Environment Protection Legislation 5
Public Register Information 5
Definitions 6
Acronyms 8
Conditions of Licence 9
Attachments 14

What is an EPA licence?

The EPA imposes conditions through a licence to regulate activities that have the potential to harm the environment. Any person or company undertaking these types of activities may need an EPA licence, as required by the *Environment Protection Act 1993*. The term of a licence is generally five years, but can vary from one to 10 years based on the EPA's assessment of the risk or duration of the activity.

What is the purpose of a licence?

A licence is an enforceable agreement between the EPA and the licensee that sets out the minimum acceptable environmental standards to which the licensee must perform. We consider how high the environmental risk is likely to be from the licensed activities, when setting conditions of the licence. Subsequently, environmental licences are unique and may be developed to focus on any or all of the following objectives:

- documentation of the requirements of a licensee under existing regulations
- facilitating the attainment of environmental performance standards of the licensee
- facilitating the alignment of the behaviour of the licensee with the core environmental objectives required under the Environment *Protection Act 1993* and related policies

The Act also requires that all reasonable and practical measures are taken to protect, restore and enhance the quality of the environment, including requiring persons engaged in polluting activities to progressively make environmental improvements. This will affect how the minimum acceptable standards are determined and reflected in licences.

Compliance with the licence

It is serious offence to breach an EPA licence and could result in a maximum fine of $120,000 for bodies corporate. It is also an offence to provide false or misleading information and can result in a maximum fine of $60,000 for bodies corporate.

The EPA also uses a number of enforcement tools to manage non compliance with licence conditions in accordance with the Compliance and Enforcement Guideline. The EPA can vary the conditions of this licence in accordance with section 45 of the Act. This licence can be suspended, cancelled or surrendered during the term of the licence in accordance with sections 55 and 56 of the Act.

Incident notification

The Licensee must report to the EPA (on EPA emergency phone number 1800 100 833) all incidents causing or threatening serious or material environmental harm, upon becoming aware of the incident, in accordance with section 83 of the Act. In the event that the primary emergency phone number is out of order, the Licensee should phone (08) 8204 2004.

Responsibilities under Environment Protection Legislation

The Licensee must be aware of and comply with their obligations under;

- The *Environment Protection Act 1993*
- The *Environment Protection Regulations 2009*
- The Environment Protection Policies made under the *Environment Protection Act 1993*
- The requirements of any National Environment Protection Measure which operates as an Environment Protection Policy under the *Environment Protection Act 1993*

Public Register Information

The EPA maintains a Public Register that is available to the public. Information maintained includes issued Environmental Authorisations (Licences, Exemptions & Works Approvals), Emergency Authorisations and various submitted Applications. Should the conditions of an Environmental Authorisation require that the Holder submit a report or other information to the EPA, then that submitted information is made available on the Public Register subject to commercial confidentiality. Endorsed Public Register information may be available on the EPA website.

Definitions

Unless the contrary intention appears, terms used in this licence that are defined in the Act (including any regulations or environment protection policies made pursuant to the Act) have the respective meanings assigned to those terms by the Act.

THE ACT: The *Environment Protection Act 1993*

PREMISES: The whole of the land comprised in Titles Register - Certificate of Title, Crown Lease and Crown Record:

CT5722/903
CT5722/904
CT5722/905

ASBESTOS: The fibrous form of mineral silicates belonging to the serpentine and amphibole groups of rock-forming minerals, including actinolite, amosite (brown asbestos), anthophyllite, chrysotile (white asbestos), crocidolite (blue asbestos), tremolite, or any mixture containing one or more of the mineral silicates belonging to the serpentine and amphibole groups. Asbestos-containing material is any, material, object, product or debris that contains asbestos. Friable asbestos means (a) non-bonded asbestos fabric, or (b) asbestos-containing material that: (i) is in the form of a powder, or (ii) can be crumbled, pulverised or reduced to powder by hand pressure when dry. Non-friable asbestos means asbestos-containing material in which the asbestos fibres are bonded by cement, vinyl, resin or other similar material, eg asbestos cement. Asbestos Waste means waste asbestos-containing material (ACM) including all removed ACM, as well as disposable items used during asbestos removal work, such as plastic sheeting and disposable coveralls, respirators and cleaning rags. Advice on the requirements for handling and transport of this waste can be found in EPA Guideline, Wastes containing asbestos: removal, transport and disposal (2005). See also Approved Codes of Practice under the OHS&W Act 1986.

AUTHORISATION FEE PAYMENT DATE: means the anniversary of the grant or renewal of this authorisation.

COMMERCIAL AND INDUSTRIAL WASTE (GENERAL): means the solid component of the waste stream arising from commercial, industrial, government, public or domestic premises (not collected as Municipal Solid Waste), but does not contain Listed Waste, Hazardous Waste or Radioactive Waste.

CONSTRUCTION AND DEMOLITION WASTE (INERT): means the solid inert component of the waste stream arising from the construction, demolition or refurbishment of buildings or infrastructure but does not contain Municipal Solid Waste, Commercial and Industrial Waste (General), Listed Waste, Hazardous Waste or Radioactive Waste. NOTES. C&D waste (Inert) should be such that the entire composition of the C&D materials is Inert Waste with no contamination by foreign material. As such it is acknowledged that, with the aim of no contamination, there may be some negligible components of foreign material contained in the waste (as a guide, 0 to 5% maximum by volume per load). C&D waste (Inert) includes bricks, concrete, tiles and ceramics, steel and inert soils. Foreign material includes green waste, plastics, electrical wiring, timber, paper, insulation, tins, packaging and other waste associated with construction or demolition of a building or other infrastructure. Foreign material must not be Municipal Solid Waste, Liquid, Listed, Hazardous or Radioactive Waste.

CONSTRUCTION AND DEMOLITION WASTE (MIXED): means the solid component of the waste stream arising from the construction, demolition or refurbishment of buildings or infrastructure which contains some foreign material (as set out below), but does not contain Municipal Solid Waste, Commercial and Industrial Waste (General), Listed Waste, Hazardous Waste or Radioactive Waste. NOTES. C&D Waste is considered C&D (Mixed) waste if it contains significant foreign materials from construction and demolition activities that would render the load of waste no longer inert (as a guide, 5 to 25% maximum by volume per load). Foreign material includes green waste, plastics, electrical wiring, timber, paper, insulation, tins, packaging and other waste associated with construction or demolition of a building or other infrastructure. Foreign material must not be Municipal Solid Waste,

Liquid, Listed, Hazardous or Radioactive Waste. Where waste from construction and demolition sites contains predominantly foreign materials or domestic waste, such as waste from household clean ups collected by commercial skip bins, this is Commercial and Industrial Waste (General).

CONTAMINATED STORMWATER: is as defined in the Environment Protection (Water Quality) Policy 2015.

CONTROLLED WASTE: means any wastes of a category listed in Column 1 of the Table in Schedule 1 that has 1 or more characteristics listed in the Table in Schedule 2 of the Environment Protection (movement of Controlled Waste) Policy 2014.

DRAG-OUT: means the depositing of material from vehicle movement.

EMERGENCY SPILL KIT: means a kit containing materials that when used would prevent and/or minimise listed waste from entering the stormwater or groundwater system in the event of a spill.

ENVIRONMENTAL HARM: means the same as is defined in section 5 of the Environment Protection Act 1993.

E-WASTE: means waste electrical and electronic equipment which is dependent on electric currents or electromagnetic fields in order to function (including all components, subassemblies and consumables which are part of the original equipment at the time of discarding).

NOTE. For example e-waste may include:

a. Consumer/entertainment electronics (e.g. televisions, DVD players and tuners),

b. Devices of office-, information- and communications technology (e.g. computers, telephones and mobile phones),

c. Household appliances (e.g. fridges, washing machines and microwaves),

d. Lighting devices (e.g. desk lamps),

e. Power tools (e.g. power drills) with the exclusion of stationary industrial devices,

f. Devices used for sport and leisure including toys (e.g. fitness machines and remote control cars).

GREEN WASTE: means the vegetative portion of the waste stream arising from various sources including waste from domestic and commercial premises and municipal operations.

INERT WASTE: solid waste that has no active chemical or biological properties. These wastes do not undergo environmentally significant physical, chemical or biological transformation and have negligible potential to cause environmental harm.

LISTED WASTE: means wastes listed in Part B of Schedule 1 of the Environment Protection Act 1993.

MUNICIPAL SOLID WASTE - DOMESTIC SOURCES: The solid component of the waste stream arising from domestic premises that is received directly from the public, it is not received as Municipal Solid Waste - Kerbside bin collection.

MUNICIPAL SOLID WASTE - HARD WASTE: means the solid component of the waste stream arising from domestic premises which is not suitable for collection using a kerbside bin system, but does not contain Commercial and Industrial Waste (General), Listed Waste, Hazardous Waste, Radioactive Waste or waste that is not deemed suitable for collection by local councils.

NOTE: MSW (Hard Waste) is typically collected in campaigns by local councils, which also advise on what wastes are suitable for that collection.

NON-FRIABLE ASBESTOS: means asbestos-containing material in which the asbestos fibres are bonded by cement, vinyl, resin or other similar material, for example asbestos cement.

Advice on the requirements for handling and transport of this waste can found in EPA Guideline 414/05 - Wastes containing asbestos - removal, transport and disposal

STORMWATER: is as defined in the Environment Protection (Water Quality) Policy 2015.

USED TYRES: means used whole tyres and tyre pieces exceeding 250 millimetres in any dimension.

WASTE: As defined under the Environment Protection Act 1993, Waste means -

(a) any discarded, rejected, abandoned, unwanted or surplus matter, whether or not intended for sale or for recycling, reprocessing, recovery or purification by a separate operation from that which produced the matter; or

(b) anything declared by regulation (after consultation under section 5A) or by an environment protection policy to be a waste, whether of value or not.

WASTE FILL: means waste consisting of clay, concrete, rock, sand, soil or other inert mineralogical matter in pieces not exceeding 100 millimetres in length and containing chemical substances in concentrations (calculated in a manner determined by the EPA) less than the concentrations for those substances set out in Regulation 3 - Interpretation, but does not include waste consisting of or containing asbestos or bitumen.

The Waste Fill concentration criteria as specified in Regulation 3 - Interpretation, contained within the Environment Protection Regulations 2009 - is attached.

Acronyms

EPA: means Environment Protection Authority

WTC: means Waste Transport Certificate.

Conditions of Licence

The Licensee is authorised to conduct the prescribed activities as described in this Licence at the Premises nominated, subject to the following conditions:

---

1 CONTROL OF EMISSIONS

1.1 DUST PREVENTION (S - 7)

The Licensee must take all reasonable and practicable measures to prevent dust from leaving the Premises.

1.2 NOISE PREVENTION (S - 136)

The Licensee must take all reasonable and practicable measures to prevent noise from leaving the Premises.

1.3 ODOUR PREVENTION (S - 10)

The Licensee must take all reasonable and practicable measures to prevent odour from leaving the Premises.

1.4 STORMWATER (S - 15)

The Licensee must:

1.4.1 Take all reasonable and practicable measures to prevent contamination of stormwater at the Premises; and

1.4.2 implement appropriate contingency measures to contain any contaminated stormwater at the Premises unless and until the contaminated stormwater is treated to remove the contamination, or is disposed of at an appropriately licensed facility.

---

2 WASTE MANAGEMENT

2.1 LITTER PREVENTION (S - 69)

The Licensee must take all reasonable and practicable measures to prevent litter escaping from the Premises.

2.2 NO DISPOSAL OF WASTE (S - 33)

The Licensee must not dispose of any waste at the Premises.

3 OPERATIONAL MANAGEMENT

3.1 ASBESTOS STORAGE MANAGEMENT (S - 119)

Licensee must:

3.1.1 only receive asbestos that has been wrapped and sealed in thick plastic, or in sealed containers;

3.1.2 only store asbestos in an area:

a designated for the storage of that waste, and

b that displays a sign clearly stating that it is an asbestos storage area; and

3.1.3 take appropriate measures to prevent the generation of asbestos dust.

3.2 BUNDING (T - 1001)

The Licensee must ensure that any substances that by their nature or amount have the potential to cause environmental harm to surface water or groundwater, including but not limited to;

Waste Oil and Lead Acid Batteries

are stored in an appropriately bunded area.

NOTES

The EPA will assess the appropriateness of any bund against the EPA's 'Bunding and Spill Management Guidelines

3.3 COMPLAINTS REGISTER (S - 1)

The Licensee must:

3.3.1 prepare and maintain a register of all complaints concerning environmental issues;

3.3.2 ensure the register includes:

a the date and time that the complaint was made; and

b details of the complaint including the likely cause of events giving rise to the complaint; and

c the contact details of the complainant (if permitted by the complainant); and

d details of any action taken in response to the complaint by the Licensee.

3.4 COMPLY WITH APPROVED DOCUMENT (T - 1036)

The Licensee must implement and comply with the approved Whelan Kartaway document entitled Newton Transfer Station Environmental Management Plan or any revised Environmental Management Plan approved in writing by the EPA.

3.5 DRAGOUT MINIMISATION (S - 31)

The Licensee must maintain all vehicles used at the Premises so as to minimise dragout outside the Premises.

3.6 EMERGENCY SPILL KIT (S - 21)

The Licensee must ensure that an appropriate emergency spill kit is kept on the Premises at all times and is used in the event of a spill.

3.7 LISTED WASTE AND/OR CONTROLLED WASTE DESTINATION FACILITY (S - 168)

The Licensee must:

3.7.1 ensure that a WTC is completed upon the receipt of any waste specified in the Listed Waste attachment and/or Controlled Waste attachment to this licence;

3.7.2 provide hard copies of the WTC to the EPA; and

3.7.3 retain hard copies of all completed WTC's for a period of not less than 12 months.

3.8 PERMITTED WASTES RECEIPT (U - 442)

The Licensee must only receive the following wastes at the Premises:

3.8.1 Municipal Solid Waste - Domestic Sources

3.8.2 Waste Oil

3.8.3 E-Waste

3.8.4 Inert Waste

3.8.5 Ferrous and Non-Ferrous Metals

3.8.6 Wood Waste

3.8.7 Waste Fill

3.8.8 Municipal Solid Waste - Hard Waste

3.8.9 Construction and Demolition Waste (Inert)

3.8.10 Construction and Demolition Waste (Mixed)

3.8.11 Commercial and Industrial Waste (General)

3.8.12 Green Waste

3.8.13 Non-Friable Asbestos

3.8.14 Acid Lead Batteries

3.8.15 Used Tyres

3.9 PREMISES' FIRE MANAGEMENT (S - 130)

The Licensee must:

3.9.1 not cause or permit any waste to be burned at the Premises;

3.9.2 notify the EPA as soon as reasonably practicable after becoming aware of a fire at the Premises; and

3.9.3 within 72 hours of bringing the fire under control, provide a written report to the EPA setting out the following:

a date of the fire;

b approximate time of the fire;

c cause of the fire (if known);

d area of the Premises where the fire occurred; and

e measures used to extinguish the fire and to manage any environmental impacts; and

f appropriate measures that will be taken to reduce the risk of further fire at the Premises.

3.10 SECURITY (S - 157)

The Licensee must take all reasonable and practicable measures to prevent unauthorised access to the Premises.

3.11 SIGNAGE (S - 98)

The Licensee must display a sign at the entrance to the Premises clearly stating:

3.11.1 the Licensee's name;

3.11.2 the Licensee's authorisation number;

3.11.3 an emergency contact name and telephone number; and

3.11.4 the type of wastes that can be received subject to this Authorisation.

3.12 STOCKPILE MANAGEMENT (U - 43)

The licensee must

3.12.1 The licensee must ensure that the following stockpiles do not exceed 5.0 metres in height, 27 metres in length and 8.0 metres in width whilst maintaining a minimum separation distance of 4.0 metres between each stockpile:

a Green Waste; and

b Mulch.

3.13 VERMIN PREVENTION (S - 70)

The Licensee must take all reasonable and practicable measures to prevent the presence of vermin at the Premises.

3.14 WASTES TO BE COVERED (S - 211)

The Licensee must ensure that all wastes other than the following are stored in an appropriately covered area or enclosure that prevents stormwater ingress:

3.14.1 Construction and Demolition Waste (Inert)

3.14.2 Green Waste

3.14.3 Inert Waste

3.14.4 Scrap Metals

3.14.5 Used Tyres

3.14.6 Waste Fill

---

4 ADMINISTRATION

4.1 ANNUAL RETURN AND PAYMENT OF ANNUAL FEES (A - 4)

For the purposes of section 48(2)(a) of the Act, the date in each year for the lodgement of the Annual Return is no later than 90 days before the anniversary of the grant or renewal of the Licence; and

4.1.1 For the purposes of section 48(2)(b) of the Act, the date in each year for the payment of Annual Authorisation Fee is the anniversary of the grant of the Licence.

4.2 APPROVAL OF OPERATING PROCESSES (A - 6)

The Licensee must not undertake changes to operating processes conducted pursuant to the Licence at the Premises without written approval from the EPA, where such changes:

4.2.1 have the potential to increase emissions or alter the nature of pollutants or waste currently generated by, or from the licensed activity; or

4.2.2 have the potential to increase the risk of environmental harm; or

4.2.3 would relocate the point of discharge of pollution or waste at the Premises.

4.3 APPROVAL OF WORKS (A - 5)

The Licensee must not construct or alter a building or structure, or install or alter any plant or equipment, for use of an activity undertaken pursuant to the Licence at the Premises without written approval from the EPA, where such changes:

4.3.1 have the potential to increase the emissions or alter the nature of pollutants or waste currently generated by, or from the licensed activity; or

4.3.2 have the potential to increase the risk of environmental harm; or

4.3.3 would relocate the point of discharge of pollution or waste at the Premises.

4.4 CHANGE OF LICENSEE DETAILS (A - 3)

If the Licensee's name or postal address (or both) changes, the Licensee must inform the EPA within 28 days of the change occurring.

4.5 LICENCE RENEWAL (A - 2)

For the purposes of section 43(3) of the Act, an application for Renewal of the Licence must be made no later than 90 days before the expiry date of the Licence.

4.6 OBLIGATIONS TO EMPLOYEES, AGENTS AND CONTRACTORS (A - 1)

The Licensee must ensure that every employee, agent or contractor responsible for undertaking any activity regulated by the Licence, is informed as to the conditions of the Licence.

Attachments

WASTE FILL REGULATION 3.pdf"

Interpretation - Environment Protection Regulations 2009

The full interpretation of 'WASTE FILL' - as defined in the Environment Protection Regulations 2009, Regulation 3(1) is -

waste fill means waste consisting of clay, concrete, rock, sand, soil or other inert mineralogical matter in pieces not exceeding 100 millimetres in length and containing chemical substances in concentrations (calculated in a manner determined by the EPA) less than the concentrations for those substances set out in Regulation 3 - Interpretation, but does not include waste consisting of or containing asbestos or bitumen.

Chemical substance	**Concentration (milligrams per kilogram of waste fill)**	**Chemical substance**	**Concentration (milligrams per kilogram of waste fill)**
Aldrin/dieldrin (total)	2	Ethylbenzene	3.1
Arsenic	20	Heptachlor	2
Barium	300	Lead	300
Benzene	1	Manganese	500
Benzo(a)pyrene	1	Mercury	1
Beryllium	20	Nickel	60
Cadmium	3	Petroleum hydrocarbons TPH C6-C9 (total)	65
Chlordane	2	Phenolic compounds (total)	0.5
Chromium (III)	400	Polychlorinated biphenyls (PCBs)	2
Chromium (VI)	1	Polycyclic aromatic hydrocarbons (PAH) (total)	5
Cobalt	170	Petroleum hydrocarbons TPH>C9	1000
Copper	60	Toluene	1.4
Cyanides (total)	500	Xylene (total)	14
DDT	2	Zinc	200