



REQUEST FOR TENDER

Request for Tender	Buller Road Waste Facility Site Management
Deadline	2pm Tuesday, 16 June 2026
Address for Delivery	The Tender Box Shire of Waroona 52 Hesse Street WAROONA WA 6215 Or by mail to: Chief Executive Officer PO Box 20 WAROONA WA 6215 Email and facsimile submissions NOT accepted
Tender Number	2526-05

ATTENTION

Tenderers may make arrangements to inspect the site prior to submitting their tender.

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1. Principal's Request

1.1 Contract Requirements in Brief

The principal is seeking to appoint a suitably qualified and experienced Contractor to manage the operation and maintenance of the principal's landfill site at Buller Road known as the Buller Road Refuse and Disposal Site.

1.2 Tender Documents

This Request for a Tender is comprised of the following parts:

- Part 1 - Principal's Request (read and keep this part).
- Part 2 - Conditions of Tender (read and keep this part)
- Part 3 - Specification and Special Conditions of Contract (read and keep this part)
- Part 4 - Offer by Tenderer (complete and return this part)
- Part 5 - Price Schedule (complete and return this part)
- Part 6 - General Conditions of Contract (read and keep this part)

1.3 Definitions

Below is a summary of some of the important defined terms used in this Request:

Attachments:	The documents you attach as part of your Tender;
Deadline:	The deadline for lodgement of your Tender;
General Conditions of Contract:	Means the General Conditions of Contract detailed at 6.0;
Offer:	Your offer to be selected to supply the Requirements;
Principal:	The Shire of Waroona
Request:	This document;
Requirements:	The services requested by the Local Government;
Selection Criteria:	The criteria used by the Local Government in evaluating your Tender;
Special Conditions:	The additional contractual terms
Specification:	The statement of Requirements that the Local Government request you to provide if selected.
Tender:	Your completed Offer form, response to the Selection Criteria and Attachments.
Tenderer:	Company or individual who has or intends to submit an Offer to the Local Government.

1.4 How to Prepare your Tender

- (a) Carefully read all parts of this document.
- (b) Ensure you understand the Requirements (see clause 2.1).
- (c) Complete the Offer (Part 4) and Price Schedule (Part 5) in all respects and attach all your attachments.
- (d) Make sure you have signed the Offer Form and responded to all of the Selection Criteria.
- (e) Lodge your Tender before the Deadline.

1.5 Contact Persons

The Tenderer should not rely on any information provided by any person(s) other than those listed below:

Name: Rikki Pulfer
Position: Acting Director Infrastructure Services
Phone: 9733 7800
Email: rikki.pulfer@waroona.wa.gov.au

1.6 Evaluation process

Your Tender will be evaluated using information provided in your Offer. The following evaluation methodology will be used in respect of this Request:

- (a) Tenders are checked for completeness and compliance. Tenders that do not contain all information requested (eg completed Offer form and Attachments) may be excluded from evaluation.
- (b) Tenders are assessed against the Selection Criteria. Contract costs are evaluated, eg tendered prices and other relevant whole-of life costs are considered.
- (c) The most suitable Tenderer may be short-listed and may also be required to clarify the Tender, make a presentation, demonstrate the product/solution offered and/or open premises for inspection. Referees may also be contacted prior to the selection of the successful Tenderer.

A contract may then be awarded to the Tenderer, whose Tender is considered the most advantageous to the principal.

1.7 Selection Criteria

The principal has adopted a best value for money approach to this Tender. The Contract will be awarded to a Sole Tenderer who best demonstrates the ability to provide quality products at a competitive price. The tendered prices will be assessed with the following qualitative and compliance criteria to determine the most advantageous outcome to the principal. This means that, although price is considered, the tender containing the lowest price may not necessarily be accepted, nor will the Tender ranked the highest on the qualitative criteria.

1.8 Compliance Criteria

These criteria will not be point scored. Each Tender will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met. An assessment of "No" against any criterion may eliminate the Tender from consideration.

Description of Compliance Criteria	Yes/No	
(a) Demonstrated Understanding of the Specification contained in the Request.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
(b) Compliance with the Conditions of Tendering on this Request.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
(c) Compliance with and completion of the Price Schedule.	<input type="checkbox"/> Yes	<input type="checkbox"/> No

1.9 Qualitative Criteria

In determining the most advantageous Tender, the Evaluation Panel will score each Tenderer against the qualitative criteria. It is essential that the Tenderer address each qualitative criterion. These will be used to select the selection process, and failure to provide the specified information may result in elimination from the Tender evaluation process. The qualitative criteria for this Request are as follows:

Factor	Weighting	Evaluation Criteria
Demonstrated Capability/ competence of Tenderer to perform the work required <u>Label Section:</u> "Demonstrated Capability"	25%	<ul style="list-style-type: none"> • Capability to perform all aspects of the work within the given timeframe. • Organisational profile. • Qualifications, skills and experience of key personnel. • Plant, equipment and staff resources available. • Quality assurance; Insurance coverage
Demonstrated experience of Tenderer in completing similar projects <u>Label Section:</u> "Similar Projects"	15%	<ul style="list-style-type: none"> • Relevant industry experience (including public sector), including details of similar work undertaken. • Ability to meet milestones/performance levels in similar works
References from past and present clients <u>Label Section:</u> "References"	10%	<ul style="list-style-type: none"> • Referee names and contact numbers. • List of projects of a similar nature.

1.10 Price Considerations

Criteria	Weighting
Tendered price of the works.	50%

The Tendered price will be considered along with related factors affecting the total cost to the principal (e.g. the principal's contract management costs) may also be considered in assessing the best value for money outcome.

1.11 Local Government Policies That May Affect Selection

Policy CGP015	Contracted Workers Risk and Insurance
Policy FP001	Purchasing and Procurement

1.12 Price Basis

All prices for services offered under this Request shall be fixed for the first twelve (12) months of the period at which point they may be reviewed and a variation submitted. The decision to approve any variation is at the absolute discretion of the principal. Subsequent reviews may take place annually after each twelve-month period. Any price adjustments resulting from any variations agreed will not be retrospective.

Tendered prices must include Goods and Services Tax (GST).

Unless otherwise indicated prices tendered shall include delivery, all applicable levies, duties, taxes and charges. Any charge not stated in the Tender, as being additional will not be allowed as a charge for any transaction under any resultant Contract.

2. Conditions of Tender

2.1 Delivery Method

Tender Submissions must be clearly marked with the Tender number and tender title and:

(a) Delivered by hand to the tender box at:
**Shire of Waroona
Administration Centre
52 Hesse Street
WAROONA WA 6215**

(b) Sent by mail to:
**Chief Executive Officer
Shire of Waroona
PO Box 20
WAROONA WA 6215**

Emailed or facsimile submissions will NOT be accepted.

2.2 Lodgement of Tender

The Tender must be lodged by the Deadline. The Deadline for this Request 2pm on Tuesday 16th June 2026.

The Tender must be:

- (a) placed in a sealed envelope.
- (b) clearly endorsed with the tender number and titled as shown on the front cover of this Request.

Tenderers must ensure that they have provided TWO (2) signed copies of their Tender (one to be marked "ORIGINAL", the other to be marked "COPY"). Any brochures or pamphlets must be attached to both the original and the copies.

All pages must be numbered consecutively, and the Tender must include an index.

2.3 Rejection of Tender

A Tender shall be rejected without consideration of its merits in the event that it is not submitted before the Deadline and at the place specified in the Request and may be rejected if it fails to comply with any other requirements of the Request.

2.4 Late Tender

Tenders received after the Deadline will not be accepted for evaluation.

2.5 Acceptance of Tender

Unless otherwise stated in this Request, Tenders may be for all or part of the Requirements and may be accepted by the principal either wholly or in part. The principal is not bound to accept the lowest Tender and may reject any or all Tenders submitted.

2.6 Disclosure of Tender / Contract Information

Documents and other information relevant to the contract may be disclosed when required by law under the Freedom of Information Act 1992 or under a Court order.

All Tenderers will be given particulars of the successful Company or advise that no Tender was accepted.

Tenderers should clearly understand that their tendered prices may be disclosed to Councillors in the Council agenda item to enable Councillors to make an informed decision when considering the awarding of the works. However, the initial agenda item will be considered behind closed doors and as such will be confidential. Submitted tender price/s will therefore not be made public information other than the successful price/s which as a requirement must be included in the Council resolution.

2.7 Tender validity period

All Tenders shall remain valid and open for acceptance for a minimum period of three (3) months from the Deadline or forty-five (45) days from the Council's resolution for determining the Tender whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

2.8 General Conditions of Contract

Tenders shall be deemed to have been made on the basis of and to incorporate the General Conditions of Contract (page 34).

2.9 Precedence of Documents

In the event of there being any conflict or inconsistency between the terms and conditions in this Request and those in the General Conditions of Contract, the terms and conditions appearing in this Request shall have precedence.

2.10 Tenders to Inform Themselves

Tenderers shall be deemed to have:

- (a) Examined the Request and any other information available in writing to Tenderer for the purpose of Tendering.
- (b) Examined all further information relevant to the risks, contingencies, and other circumstances influencing their Tender which is obtainable by the making of reasonable enquires.
- (c) Satisfied themselves as to the correctness and sufficiency of their Tender including Tendered prices which shall be deemed to cover the cost of complying with all the Conditions of Tendering and of all matters and things necessary for the due and proper performance and completion of the work described therein; and
- (d) Acknowledged that the principal may enter into negotiations with a chosen Company. Negotiations shall be carried out in good faith.

2.11 Alterations

The Tenderers shall not alter or add to the Request documents unless required by these Conditions of Tendering.

The principal shall issue an addendum to all Tenders where matters of significance make it necessary to amend the issued Request documents before the Deadline.

2.12 Risk Assessment

The principal may have access to and give consideration to:

- (a) any risk assessment undertaken by Dun and Bradstreet; or any other credit rating agency; and
- (b) any information produced by the Bank, financial institution, or accountant of a Tenderer.

So as to assess that Tender and may consider such materials as tools in the Tender assessment process.

2.13 Ownership of Tenders

All documents, materials, articles and information submitted by the Tenderer as part of or in support of a Tender shall become upon submission the absolute property of the Principal and will not be returned to the Tenderer at the conclusion of the Tender process provided that the Tenderer shall be entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the Contract.

2.14 Canvassing of Councillors

If a Tenderer, whether personally or by an agent, canvasses any of the Principal's commissioners or councillors (as the case may be) with a view to influencing the acceptance of any Tender made by it or any other Tenderer, then regardless of such canvassing having any influence on the acceptance of such Tender, the Principal may at its discretion omit the Tender from consideration.

2.15 Identity of the Tenderer

The identity of the Tenderer and the Contractor is fundamental to the principal. The Tenderer shall be the person, persons, corporation or corporations named as the Tenderer in Part 4 and whose execution appears on the Offer Form in Part 4 of this Request. Upon acceptance of the Tender, the Tenderer shall become the Contractor.

2.16 Tender Opening

All Tenderers and members of the public may attend or be represented at the opening of Tenders.

All Tenders will be opened in the principal's offices, following the advertised deadline. No discussions will be entered into between Tenderer and the Principal's officers present or otherwise, concerning the Tenders submitted including pricing information.

The Tender opening will be held at 2:00 pm on Tuesday 16th June 2026, at the Shire of Waroona's Administration Office, 52 Hesse Street, Waroona.

2.16 In House Tenders

The principal does not intend to submit an in-house tender.

3. Specification

3.1 Scope of Works - Overview

The Contractor shall be responsible for the day-to-day operation and management of the Principal's Buller Road Refuse and Disposal Site, as per the following specification. The Site accepted the following volumes of waste from 1/01/2025 to 31/12/2025:

Inputs		
Waste Type	Waste Description	Class II Landfill (T)
Inert	Inert	466.12
Putrescible	Domestic	2507.37
	Domestic – Bulk	481.37
	Mattress	10.11
	Tyres	5.88
	Carcass	18.62
	Green Waste	805.04
Special	Asbestos	4.185
	Asbestos Contaminated Soil	0.27
Total (T)		4298.965

Outputs & Other Waste	
Oil	2.34
Steel	784.62
Batteries	2.2
Recycled misc.	5.84
Drum Muster	3.5
E-Waste	4.705
Clean fill	316.55
Total (T)	1119.755

3.1.1 Future of the site

The Shire has partially completed the development of the Community Transfer Station with minor works let which involve the increasing of material recovery. Future improvements will be discussed with the contractor and will be pending budget consideration.

The Shire uses waste tracking software for the recording of all incoming material. Data will be inputted via a Shire owned iPad which is stored at the facility. Training in the use of the software will be provided by the principal.

3.1.2 Rubbish compaction:

Compaction rates shall be determined by calculating the volumes of waste placed in landfill against a regular volumetric survey as per clause 3.4.5.

See attached Contractors Operating Requirements Plan.

- 3.1.3 Monitoring of the condition of all onsite, securities, facilities, maintenance of contractor supplied facilities and reporting to the principal with regards to the maintenance requirements of all Principal supplied facilities
- 3.1.4 Assisting the Principal with annual budgetary and waste and recycling statistical information as requested from time to time by the principal

3.2 Operational Requirements

3.2.1 Contractor's Staff

The Contractor shall at all times during the term of this contract provide and use at the Site, a sufficient number of persons who are competent, qualified and (where necessary) licensed to use and or operate all plant and equipment provided by the Principal and/or Contractor and to carry out and effect all of the obligations herein to be performed and observed by the Contractor. The appropriate staff qualifications shall be produced within forty-eight hours of request by the principal.

The Contractor shall be responsible and accountable to the principal for the honesty, sobriety and good conduct of all persons engaged by the Contractor in or around the Site and shall ensure all staff conduct themselves in a civil and obliging manner. The contractor and staff shall act in accordance with the Principal's Code of Conduct.

The principal may by notice in writing require the Contractor to remove from the Site any employees or contractors that the principal considers unfit to carry out the work or for other good and reasonable cause should be removed. On receipt of such notice the Contractor shall remove the said employee from the Site forthwith.

The contractor shall undertake and comply with Council's Work Health and Safety (WHS) induction and policy requirements and ensure that their own overall WHS programs comply with the Principal's WHS standards at all times. The principal will advise as to any updates or changes to its own or any prevailing WHS requirements that might affect that of the Contractor however it is also the responsibility of the Contractor to ensure ongoing compliance. The Contractor shall at the Contractor's expense engage attendant staff to be present at all times that the Site is open for operations.

3.2.2 Opening Times

The Site shall be kept open to the public from 10.00 am to 4.00 pm Thursday to Tuesday (closed Wednesday). The Site shall be closed on Good Friday, Christmas Day and New Year's Day.

Variations to these times shall be subject to negotiation with the principal and at the sole discretion of the principal.

3.2.3 Security and Fencing

See attached Contractors Operating Requirements Plan
A safe operating procedure (SOP) that deals with access to the site shall be compiled and adhered to following approval by the principal.

3.2.4 Access Roads

See attached Contractors Operating Requirements Plan

Substantial relocation or modification of internal access roads such that require extra road base material will be the responsibility of the principal.

3.2.5 Dust Nuisance and Litter Control

See attached Contractors Operating Requirements Plan

Where a request to clean up litter is not carried out within three (3) days, the principal may carry out the clean up or arrange for the clean-up to be carried out and recover the costs from the contractor.

3.2.6 Pest Control

See attached Contractors Operating Requirements Plan

Where considered warranted by the Principal the Contractor shall, at the Contractor's expense, undertake pesticide control of insects, baiting for rodents and extermination of vermin.

3.2.7 Fire Protection

Fire protection of the Site is the Contractor's responsibility.

See attached Contractors Operating Requirements Plan

Burning of sanitary landfill waste under any circumstances is forbidden and burning of stockpiled green waste is only permitted under the DWER Licences (and subject to any conditions thereon) and to the conditions contained on the appropriate permit which shall be obtained from the principal. The Contractor shall provide onsite and maintain in good order sufficient firefighting equipment to ensure any fires are quickly controlled and/or extinguished. The Contractor shall ensure that all staff on the Site have been thoroughly and properly trained in firefighting, such training to be provided by a recognised, competent and qualified authority. Documentation of proof of staff training will be required at the commencement of the Contract, at all annual review periods and when any additional training is undertaken – such as the training of new staff, etc.

Recommended fire training courses are Introduction to "Firefighting" and "Bushfire Fighting" which can be organised via the principal's bushfire network training system.

3.2.8 Earthworks

3.2.8.1 Excavation & Batters

No excavation or rubbish disposal shall be conducted within thirty-five metres of any of the Site boundaries. Supply of fill is the principal's responsibility.

3.2.8.2 Deposition of Waste

See attached Contractors Operating Requirements Plan

3.2.8.3 Litter

Where a request to clean up litter is not carried out within three (3) days, the Shire may carry out the clean up or arrange for the clean-up to be carried out and recover the costs from the contractor.

3.2.8.4 Special Burials

See attached Contractors Operating Requirements Plan

All personnel handling asbestos must have appropriate training and hold an asbestos handling ticket.

All asbestos operations are to be carried out according to the operating legislation relating to asbestos at the time.

3.2.8.5 Tip Face

See attached Contractors Operating Requirements Plan

If the rubbish is not compacted within 24 hours of being deposited, then Shire will arrange to have the rubbish covered and recover the costs thereof from the Contractor.

3.2.8.6 Final Earthworks

See attached Contractors Operating Requirements Plan

Final (for the purpose of this contract, not including post closure capping and rehabilitation) earthworks are to be generally in accordance with the Buller Road Refuse and Disposal Site Closure Plan (yet to be finalised).

3.2.9 Site Drainage

See attached Contractors Operating Requirements Plan

3.2.10 Signage

See attached Contractors Operating Requirements Plan

The Shire shall provide, upgrade and maintain adequate and suitable signage (including professionally printed permanent signs) to:

- a) facilitate control of vehicles movements within the Site,
- b) identify waste disposal areas.
- c) ensure safety of all users.

The Contractor shall install all signage onsite ensuring signs remain clean and visible at all times.

The Shire shall provide signs as determined in line with business management (i.e. signs associated with change of fees or a change in regulations).

3.2.11 Green Waste

See attached Contractors Operating Requirements Plan

Current practice with regards to the dealing with green waste is to burn once the stockpile reaches an acceptable volume. It is acceptable to the principal to continue with this practice until this practice either is no longer compliant with revised Licence conditions and/or the Principal or the Contractor wishes to treat the green waste to create a product (mulch) or move off site for processing.

To this end, tenderers shall include in the schedule of rates a cost to burn green waste as per current practice.

Any green waste stockpiled to be burnt must be windrowed as per DWER regulations and/or the principal's requirements.

3.2.12 Recycling (including scrap metal)

The Contractor has full salvage rights.

The Contractor shall provide on the Site, in a neat and accessible manner, bulk bins for the collection of recyclables deemed to be economically viable to recycle as determined by the principal. The Contractor may subject to clause 3.4.2 sublet the collection of recyclables. Accurate figures of amounts of recyclables processed must be kept and presented to the principal as part of the monthly landfill report.

If the contractor is not actively engaged in recycling certain items, the contractor is to cooperate in Council initiated recycling schemes for those items. The principal reserves the right to have alternate contractors on site to use Council facilities to carry out recycling activities not performed by the site Contractor.

Under the direction of the Principal the Contractor shall cooperate with any trials or experiments involving the treatment, processing or recycling of any waste at the landfill site.

Should it become economically unviable to direct to recycling any material(s) which were being recycled beforehand, then the Contractor shall liaise with the principal as to an alternative course of action to deal with those material(s). The determination as to whether the material(s) are no longer viable will be at the sole discretion of the principal.

The Contractor is to store recyclable materials as per DWER regulations at all times.

3.3 Financial Obligation

- 3.3.1 For the first year of the term of this contract in consideration for the Contractor observing and performing the Contractor's obligations under this contract the principal shall pay to the Contractor the total agreed sum by twelve (12) equal monthly instalments payable monthly in arrears on the last day of each month
- 3.3.2 The Fee Payable by the Principal to the Contractor hereunder shall be reviewed annually on the anniversary of the commencement of the contract ("the Review Date). The review may take into account:
- Any increase or decrease in the Perth Consumer Price Index in the financial year prior to the review date
 - Any additions or deletions in respect of the services undertaken by the Contractor pursuant to this Contract
 - Any increase or decrease in the volume of rubbish stored at the Site in any given year.
- Provided that any change in the Fee Payable shall occur in the sole, absolute discretion of the principal.
- Given that the review date (anniversary date) of the resultant contract is likely to be 1 July, the review process shall commence no later than two months prior to the anniversary date so that the Principal has sufficient time to incorporate any changes in costs into its annual budget with the changes in rates to take affect at the anniversary date.
- 3.3.3 Subject to clause 3.3.2 in the event that the volume of rubbish stored at the Site in any financial year exceed the licenced volume, or should the licenced volume be increased by greater than 1,000 tonnes the Principal and the Contractor may re-negotiate the applicable rates. In the event that the volume stored at the Site in any financial year reduce from the licenced volume by greater than 1,000 tonnes for any reason the Principal and the Contractor may re-negotiate the applicable rates. Any amendments to the rates shall be at the sole discretion of the principal
- The total volume shall NOT include scrap metal and recyclable materials as these are sources of income for the Contractor.

- 3.3.4 The contractor must collect fees, as per the Principal's Schedule of Fees, and issue receipts to all customers through the gate, unless notified in writing, from the principal, that fees are not required.
- 3.3.5 The contractor shall deposit the collected tipping fees at the principal's offices within 7 days of the end of each month along with all relevant bookkeeping details and end of month reports.
- 3.3.6 Failure to deposit the collected fees within 7 days of the end of month may result, at the principal's discretion, the withholding of the monthly contract price paid by the Principal to the Contractor
- 3.3.7 Any additional charges by the contractor outside of this contract shall be negotiated between the Principal and the Contractor
- 3.3.8 The contractor shall not authorise discounts or reductions on fees. Any dispute with patrons requires fees to be paid prior to tipping and a claim is to be lodged for a refund from the principal by the patron.

3.4 Administration

3.4.1 Duration of Contract

The term of this contract shall be three (3) years from the commencement of the contract.

The Contractor shall have three (3), one (1) year options to extend the term, commencing on the third and subsequently the fourth anniversary of the commencement of the contract. The ability of the Contractor to exercise the option shall be conditional upon the Contractor not having breached this contract in any respect during the period of two (2) years prior to exercising the option. The Contractor will have no option to extend the contract at either the end of the initial three-year period or the subsequent one-year extension unless an extension to the contract is offered in writing by the principal. The Contractor shall forward a request in writing to the principal requesting that the principal consider a request to extend the contract by the prevailing extension.

3.4.2 Responsibility and Assignment

During the term of the contract the Contractor shall be solely responsible for the satisfactory discharge of their obligations under the contract and paying all costs and expenses of so doing (other than those specifically referred to herein as being the principal's responsibility). This contract is personal to the Contractor who shall not transfer, assign, or subcontract any portion of the works without prior written approval of the principal.

3.4.3 Accounting Records

The Contractor shall establish and maintain neat and accurate accounting records. Such Accounts and records shall be available for inspection if requested by the principal on 48 hour's notice.

3.4.3 Reporting

The Shire operates a waste records system which compiles data of incoming waste for monthly reports which will be accessible online. By the fifth business day of each month, the contractor is to provide the Shire with a completed monthly financial and operational report including the previous months.

- Recycling details including dollar values of the amounts sold.
- Asbestos register.
- Complaints register.

- Field Inspection sheets.
- Fire Log Sheet.
- Details of onsite and offsite litter pickups.

On a fortnightly basis, the contractor is to provide the Shire with the following.

- Fees collected.
- Drum muster Declaration Forms
- Fortnightly Inspection Sheet

On a weekly basis, the contractor is to provide the Shire with the following.

- Machinery prestart reports

3.4.4 Rubbish Fee Collection Requirements

The Contractor is solely responsible for the collection of all tipping fees as prescribed by the principal. Details of tipping fees collected are to be included in the Contractor's monthly reports referred to in clause 3.4.3

3.4.5 Landfill Volumetric Survey

The principal will organise volumetric surveys at various times throughout each year. The principal will liaise with the Contractor as to when these will occur so that the site can be readied in order to facilitate the carrying out of the survey process.

The principal will forward the results of the volumetric survey to the Contractor.

3.4.6 Complaints Register

The Contractor shall keep at all times and maintain a complaint register in which shall be made a written record of each complaint received regarding the landfill operation. The register shall include the date and time of each complaint, the name and address of each complainant and the details of the nature of the complaint.

3.5 Plant, Equipment and Landfill Site Facilities

3.5.1 The Principal will supply major plant for the operation of the landfill, namely (at the time of writing):

- Caterpillar 816F Landfill Compactor
- Caterpillar 962H Wheel Loader

This plant is to be used only for tasks directly related to the operation of the landfill and the site. The principal will supply fuel and oils and carry out routine scheduled services of the machine however it shall be the Contractor's responsibility to carry out daily prestart checks such as fluid level checks, general housekeeping and maintenance tasks such as greasing. It shall be the Contractor's responsibility to complete a prestart check evidenced by a Principal approved prestart report form prior to the commencement of each day's work. Prestart forms shall be presented to the principal at no less than weekly intervals. Any issues identified at the prestart check or at any time during the operation of the plant shall be listed on the prestart reports, or, if the issue(s) adversely affects the operation, safety or longevity of the plant, the Contractor shall contact the principal's representative immediately.

The principal's plant shall be as much as practical parked in the shed provide, locked with keys stored securely in a separate location on site or kept offsite until such time as the shed is repurposed as part of the community transfer station development.

Any Contractor personnel who may operate the plant must comply with any current or future (at that future time) accreditation applicable to that plant, and must complete the Principal's internal plant operator's assessment protocol (including Safe Operating Procedures), as well as all of the Contractor's own protocol (Contractors WHS System), prior to being permitted to operate the Principal's plant. The principal reserves the right to reject any operator without notice.

The Contractor shall at its own expense provide all transport to the site and any other equipment not provided by the principal to enable the Contractor to duly and punctually observe and perform its obligations under this contract. The Contractor shall provide the principal with a list of all equipment used or intended to be used on the Site. The Contractor is to ensure all licences, fees, compliance to Worksafe regulations and certificates relevant to the equipment are current and remain so for the duration of the term of the contract. Any plant and machinery subject to licensing must be roadworthy in accordance with Worksafe WA and Road Transport requirements, be appropriately licensed and carry a minimum of third-party insurance.

- 3.5.2 The Principal reserves the right to reject any item of plant or equipment which in its opinion is unfit, unsuitable or does not comply with Work Safe's requirements. Any such rejection shall be notified to the Contractor in writing. On receipt of such notification the contractor shall at its expense immediately cause repair, modification or removal from the Site of the rejected item. Before a rejected item is returned to the Site, the Principal must be notified to inspect and confirm the suitability of the plant or equipment to return to work on the Site.
- 3.5.3 The Principal will be responsible for the payment of all accounts for telephone and electrical power services (including rentals, service fees and consumption charges).
- 3.5.4 Any damage whatsoever to any mobile or fixed plant or any Shire owned infrastructure shall be reported to the principal's representative immediately. The cost (wholly or partly) of repairs resulting from damage which was caused by the operation of the Contractor may be recovered from the Contractor. The determination of the cause of the damage and the level of contribution to the cost of the repairs will be solely at the discretion of the principal after investigation and consultation with the Contractor.

3.5.4 Security

See attached Contractors Operating Requirements Plan.

Security of the site shall be the Contractor's responsibility. Security arrangements are to be approved by the principal prior to implementation.

3.6 Insurance

The Contractor shall on or before the date of commencement take out and effect the following policies of insurance:

- Public Risk Policy in the names of the Principal and the Contractor for their respective interests providing cover for an amount of not less than \$20,000,000 per claim; and

- Worker's Compensation as required by law.
- Plant / Vehicle Motor Insurance

The Contractor shall as and when required by the principal, provide to the principal a copy of all policies of insurance taken out by the Contractor pursuant to this contract together also with evidence that the premiums therefore have been paid, that the policies are current and in full force and effect. A copy of the initial coverage and yearly renewals are to be forwarded to the Chief Executive Officer.

Full details of applicable insurance coverage shall be given in the response to clause 4.1.8.

3.7 Default by Contractor

If the Contractor fails or neglects to:

- 3.8.1 Carry out the works in accordance with this contract.
- 3.8.2 Obey and carry out promptly and satisfactorily any order or direction given by the Principal or Chief Executive Officer or their representative, pursuant to the provisions of this contract; or
- 3.8.3 Rectify any justifiable or reasonable complaint made in respect of the service rendered by the contractor within seven (7) days thereof.
- 3.8.4 Rectify any failure to comply with the provisions of the Code of Practice, the Waste Management Plan or the Department of Environmental Regulation Licence within forty-eight (48) hours of receiving notice thereof from the principal.

then clause 3.8 shall apply in respect of the failure or neglect.

3.8 Remedies for Breach

In the event of breach of any of the provisions of the contract by the contractor will be provided written notification of the breach.

- 3.8.1 In addition to clause 3.7 the principal may employ or engage the necessary labour and plant to remedy the Contractors failure or neglect and may recover all costs or expenses of so doing from the Contractor or deduct those costs or expenses from any monies due or to become due to the contractor; and
- 3.8.2 Should the breach occur any more than twice during the term or any extension of thereof, the principal may give written notice to the Contractor terminating the contract. Any monies owed by the Contractor to the Principal as at the date of termination shall be deducted from any monies due or to become due to the Contractor.
- 3.8.3 The Principal may, by resolution, and in its sole discretion determine that the service provided by the Contractor is unsatisfactory, in which case then the principal may terminate this agreement by one month's notice in writing.
- 3.8.4 Notwithstanding any of the provisions of the Contract, nor the payment of any liquidated damages the Contractor is not relieved by this Contract from any penalty to which he may be subject for a breach of any Statute.

3.9 Principal's Responsibility

- 3.9.1 The Principal acknowledges that leachate pollution at the Site is the responsibility of the principal, but nothing herein shall reduce, prejudice or diminish in any way the obligations herein imposed on the Contractor.
- 3.9.2 The Principal acknowledges and agrees that maintenance of and improvements to the walls and overflow of the leachate ponds at the Site are the responsibility of the principal.
- 3.9.3 The Principal shall not be responsible for any loss or damage or injury to persons or property suffered by the Contractor or any servant, agent or employee of the Contractor or any person who at the Contractor's request or on the Contractor's behalf enters in or upon the Site. All that do so enter at their own risk. The Contractor acknowledges and agrees by his execution hereof that the Contractor has thoroughly and carefully inspected the Site and has fully and properly acquainted itself as to the state and condition thereof prior to executing this contract.

3.10 Notices

- 3.10.1 Any notice, notification, demand, direction, request, consent, election or invoice (collectively "notice") required or permitted to be given or made hereunder shall be in writing and shall be served or sent either personally or by pre-paid registered post or sent by facsimile or e-mail transmission to the address of the addressee hereinbefore specified or to such other address as the parties may from time by time designate.
- 3.10.2 In the case of physical service of any notice, such notice shall be deemed to have been received by the addressee upon the date of its service. Any notice mailed as hereinbefore provided shall be deemed to have been received by the addressee on the second working day following the date of mailing.
- 3.10.3 A notice sent by facsimile transmission shall be deemed to have been received by the addressee on the date of its transmission.

3.11 Severability

If it is held by any Court of competent jurisdiction that:

- 3.11.1 Any part of this document is void, voidable, illegal or unenforceable; or
- 3.11.2 This document would be void, voidable, illegal or unenforceable unless any part were severed from this document.
- 3.11.3 Then that part shall be severable from and shall not affect the constrained operation of the rest of this document provided that such severance does not affect a substantial alteration of the rights and/or obligations of any part of hereunder.

3.12 Entire Agreement

This document constitutes the entire agreement whether oral or written relating to the subject matter hereof and supersedes all prior agreements, deeds and understandings relating thereto, whether oral or in writing.

3.13 Costs

The Contractor shall pay (on an indemnity basis) the costs of and incidental to the preparation, execution and stamping of this contract, including all stamp duties hereon as well as all costs incurred by the principal in the enforcement or contemplated or attempted enforcement of any of its rights or powers hereunder or at law or in equity.

4. Tender Offer

OFFER FORM

The Chief Executive Officer
Shire of Waroona
PO Box 20
WAROONA WA 6215.

I/We (**BLOCK LETTERS**):

ADDRESS:

ABN/GST Status:

Registration/Licence No:

ACN (if any)

Telephone No:

E-mail (if any):

In response to T2526-05 Buller Road Waste Facility Site Management

I/We agree that I am/we are bound by and will comply with this Request and its associated schedules, attachments, all in accordance with the Conditions of Tendering contained in this Request signed and completed.

All Tenders shall remain valid and open for acceptance for a minimum period of three (3) months from the Deadline or forty-five (45) days from the Council's resolution for determining the Tender whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

I/We agree that there shall be no cost payable by the principal towards the preparation or submission of this Tender irrespective of its outcome.

The tendered consideration is as provided under the schedule of rates of prices in the prescribed format and submitted with this Tender.

Dated this: Day of 2026

Signature of authorised signatory of Tenderer:

Name of authorised signatory (**BLOCK LETTERS**):

Position Address:

Witness Signature:

Name of witness: (**BLOCK LETTERS**):

Position:

Address:

4.1 General and Corporate Information

4.1.1 Organisation profile and referees

Attach your organisation profile and label it "Attachment 1".	<p>Attachment 1</p> <input type="checkbox"/> Tick✓if attached
If companies are involved, attach their current ASC company extracts search including latest annual return and label it "Attachment 2".	<p>Attachment 2</p> <input type="checkbox"/> Tick✓if attached
Attach details of your referees and label it "Attachment 3". You should give examples of work provided for your referees where possible.	<p>Attachment 3</p> <input type="checkbox"/> Tick✓if attached

4.1.2 Agents

Are you acting as an agent for another party?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If yes, attach details (including name and address) of your principal and label it "Attachment 4".	<p>Attachment 4</p> <input type="checkbox"/> Tick✓if attached

4.1.3 Trusts

Are you acting as a trustee of a trust?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If yes, in an attachment labelled "Attachment 5": (a) give the name of the trust and include a copy of the trust deed (and any related documents); and (b) if there is no trust deed, provide the names and addresses of beneficiaries.	<p>Attachment 5</p> <input type="checkbox"/> Tick✓if attached

4.1.4 Sub-Contractors

Do you intend to subcontract any of the Requirements?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If yes, attach details of the subcontractor(s) including the name, address, location of premise and the number of people employed and label it "Attachment 6".	<p>Attachment 6</p> <input type="checkbox"/> Tick✓if attached

4.1.5 Conflicts of Interest

Will any actual or potential conflict of interest in the performance of your obligations under the Contract exist if you are awarded the Contract, or is any such conflict of interest likely to arise during the Contract?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If yes, please supply in an attachment details of any actual or potential conflicts of interest and the way in which any conflict will be dealt with and label it "Attachment 7".	Attachment 7 <input type="checkbox"/> Tick✓if attached

4.1.6 Financial Position

Are you presently able to pay all your debts in full as and when they fall due?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If you are awarded the Contract, will you be able to fulfil the Requirements from your own resources or from resources readily available to you and remain able to pay all of your debts in full as and when they fall due?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Attach a financial profile for you and each of the other proposed contracting entities together with a list of financial referees and label it "Attachment 8".	Attachment 8 <input type="checkbox"/> Tick✓if attached

4.1.7 Quality Assurance

The quality assurance for this Tender is: ISO 9001 Does your organisation have this or any quality assurance or quality assurance systems?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If you propose to subcontract, does your subcontractor have a "third party" quality management system in place?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Supply evidence or details of your quality assurance position and where relevant of your supplier's or subcontractor's position, in an attachment labelled "Attachment 9".	Attachment 9 <input type="checkbox"/> Tick✓if attached

4.1.8 Insurance Coverage

The insurance requirement for this Request is stipulated at Clause 3.6. Tenderers are to supply evidence of their insurance coverage in a format as outlined below in "Attachment 10". A copy of the Certificate of Currency is to be provided to the Shire of Waroona within 14 days of acceptance.	Attachment 10 <input type="checkbox"/> Tick✓if attached
--	--

Type	Insurer – Broker	Policy Number	Value (\$)	Expiry Date
Public Liability Insurance				
Professional Indemnity Insurance				
Workers Compensation and Rehabilitation Insurance				
Plant/ Vehicle Motor Insurance				
Other				

4.1.9 Contractor's Work Health and Safety Management System Questionnaire

This questionnaire forms part of the Principal's Tender evaluation process and is to be completed by tenderers and submitted with their tender. The objective of the questionnaire is to provide an overview of the status of the contractor's safety management system. Contractors may be required to verify their responses noted in their questionnaire by providing evidence of their ability and capacity in relevant matters.

WHS Policy and Management	YES	NO
Is there a written company safety and health policy? <i>(If yes, please provide a copy of the policy)</i>	<input type="checkbox"/>	<input type="checkbox"/>
Does the company have an WHS Management System? <i>(If yes, please provide a copy of the details)</i>	<input type="checkbox"/>	<input type="checkbox"/>
Is the WHS Management System audited or reviewed on a regular basis? <i>(If yes, please provide details of the last audit and outcomes)</i>	<input type="checkbox"/>	<input type="checkbox"/>
Is there a company WHS organisational chart? <i>(If yes, please provide a copy)</i>	<input type="checkbox"/>	<input type="checkbox"/>
Are Health and Safety responsibilities clearly identified for all employees? <i>(If yes, please provide details)</i>	<input type="checkbox"/>	<input type="checkbox"/>

4.1.10 Plant & Equipment & Labour

List down the plant and equipment and labour you anticipate using to carry out the works under this contract.

4.2 Response to Selection Criteria

4.2.1 Compliance Criteria

Do you understand and have you complied with the Specification contained in this Request?	Yes <input type="checkbox"/>
	No <input type="checkbox"/>
Have you complied with the Conditions of Tender contained in this Request?	Yes <input type="checkbox"/>
	No <input type="checkbox"/>
Have you complied with and completed the price schedule?	Yes <input type="checkbox"/>
	No <input type="checkbox"/>

4.2.2 Qualitative Criteria

Tenderers shall assume that the Evaluation Panel has **no** previous knowledge of its organisation, activities or experience.

Before answering the qualitative criteria, Tenderers shall confirm the following:

All information relevant to your answers should be contained within your Tender to each criterion;	Yes <input type="checkbox"/>
	No <input type="checkbox"/>
Tenderers shall provide full details for any claims, statements or examples used to address the qualitative criteria; and	Yes <input type="checkbox"/>
	No <input type="checkbox"/>
Tenderers shall address each issue outlined within a qualitative criterion.	Yes <input type="checkbox"/>
	No <input type="checkbox"/>

Factor	Weighting	Evaluation Criteria
<p>Demonstrated Capability/ competence of Tenderer to perform the work required <u>Label Section:</u> "Demonstrated Capability"</p>	25%	<ul style="list-style-type: none"> • Capability to perform all aspects of the work within the given timeframe. • Organisation profile. • Qualifications, skills and experience of key personnel. • Plant, equipment and staff resources available. • Quality assurance. • Insurance coverage. • Minimum compaction rates that can be achieved
<p>Demonstrated experience of Tenderer in completing similar projects <u>Label Section:</u> "Similar Projects"</p>	15%	<ul style="list-style-type: none"> • Relevant industry experience (including public sector), including details of similar work undertaken; and • Ability to meet milestones/performance levels in similar works
<p>References from past and present clients <u>Label Section:</u> "References"</p>	10%	<ul style="list-style-type: none"> • Referee names and contact numbers; and • List of projects of a similar nature.

4.2.3 Price Information

Tenderers must complete clause 5.0 “Price Schedule”.
Before completing the Price Schedule, Tenderers should read the entire Request.

4.2.4 Discounts

Are you prepared to allow a discount for prompt settlement of accounts?	Yes <input type="checkbox"/> No <input type="checkbox"/>
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5 Price Schedule

5.2 Landfill & Site Operation

Item	Description	Unit	Cost/Unit	TOTAL Annual Cost (x12)
1	GATE OPERATIONS <i>Provision of all labour to carry out gate operations</i>	Month	\$	\$
2	WASTE BUND OPERATIONS <i>Provision of all labour and competent plant operator to carry out waste bund operations.</i>	Month	\$	\$
3	LANDFILL/SITE OPERATIONS <i>Provision of all labour and competent plant operator to carry out landfill operations.</i>	Month	\$	\$
4	SITE MAINTENANCE <i>Provision of all labour, minor plant and contractor supplied materials, equipment and overheads to carry out site maintenance operations including litter collection ect.</i>	Month	\$	\$
5	GREENWASTE <i>Provision of all labour and competent plant operator to carry out green waste.</i>	Month	\$	\$
	TOTAL ANNUAL COST			\$
	GST (10%)			\$
	TOTAL ANNUAL COST INC.GST			\$

Note: Rates to include administration, insurance ect

5.3 Extra Works Rates

Tenderers shall submit costs for each of the items listed in clause 4.1.10 for the purpose of any day works required for the duration of the contract. Tenderers shall also supply rates for works as listed.

Item No.	General description	Specific description of Contractor's plant equipment and labour	Unit	Rate \$ (Ex GST)
1	Removal of dumped asbestos material within shire boundary	Ad hoc removal of illegally dumped asbestos. <i>Estimated 2m³ per year</i>	hour	
2	Additional labour only	Labour rate for ad hoc tasks not covered by specification.	hour	
4	Landfill Loader	Hire of landfill loader	Day	
5	Transportation of E-Waste to Total Green Recycling	Labour and plant hire for transportation of e-waste.	Load	
6				
7				
8				
9				
10				

Dated this:..... day of2026

Signature of authorised signatory of Tenderer:.....

Name of authorised signatory (BLOCK LETTERS):.....

Position:.....

Address:.....

6. General Conditions of Contract

See http://www.waroona.wa.gov.au/assets/general_conditions_of_contract.pdf



52 Hesse Street
PO Box 20
WAROONA WA 6215

08 9733 7800
warshire@waroona.wa.gov.au
/ShireofWaroona

www.waroona.wa.gov.au





Licence number	L6756/1996/11		
Licence holder	Shire of Waroona		
Registered business address	52 Hesse Street WAROONA WA 6215		
DWER file number	2010/002299-1		
Duration	09/09/2011	to	08/09/2030
Date of issue	01/09/2011		
Date of amendment	14/06/2024		
Premises details	Buller Road Refuse Disposal Site 702 Buller Road WAROONA WA 6215 Legal description - Lot 502 on Deposited Plan 424876 As defined by the premises map in Schedule 1, Figure 1		

Prescribed premises category description (Schedule 1, <i>Environmental Protection Regulations 1987</i>)	Assessed production / design capacity
Category 62: Solid waste depot: premises on which waste is stored or sorted, pending final disposal or re-use, other than in the course of operating – (a) a refund point (as defined in the <i>Waste Avoidance and Resource Recovery Act 2007</i> section 47C(1))(a <i>refund point</i>); or (b) a facility or other place (an <i>aggregation point</i>) for the aggregation of containers that have been returned to refund points until those containers are accepted for processing or disposal.	3,000 tonnes per year
Category 64: Class II or III putrescible landfill site: premises (other than clean fill premises) on which waste of a type permitted for disposal for this category of prescribed premises, in accordance with the <i>Landfill Waste Classification and Waste Definitions 1996</i> , is accepted for burial.	10,000 tonnes per year

This licence is granted to the licence holder, subject to the attached conditions, on 14 June 2024, by:

Adam Green

A/MANAGER, WASTE INDUSTRIES

an officer delegated under section 20 of the *Environmental Protection Act 1986* (WA)

Licence history

Date	Reference number	Summary of changes
11/04/2000	L6756/1996/4	Licence reissue
21/05/2001	L6756/1996/5	Licence reissue
15/05/2002	L6756/1996/6	Licence reissue
22/09/2003	L6756/1996/7	Licence reissue
9/09/2004	L6756/1996/8	Licence reissue
24/08/2005	L6756/1996/9	Licence reissue
4/09/2008	L6756/1996/10	Licence reissue
2/07/2009	W4513/2008/1	Works approval for a new liquid waste facility
1/09/2011	L6756/1996/11	Licence reissue
29/04/2016	L6756/1996/11	Amendment notice for the extension of expiry date to 8/09/2030
25/08/2017	L6756/1996/11	Major licence review, addition of liquid waste facility constructed under W4513 and use of aerators.
23/07/2021	L6756/1996/11	Licence amendment to increase Category 64 capacity to 10,000 tonnes per year.
16/05/2022	L6756/1996/11	Notice of Amendment of Licence Reporting Requirements to reduce the frequency of environmental reporting from annual to biennial, commencing 31/03/2024 and biennially thereafter.
27/04/2023	L6756/1996/11	Licence amendment to remove Category 61 Liquid Waste Facility from the licence.
13/10/2023	L6756/1996/11	Licence amendment to include Category 62 Solid waste depot following completion of shed construction works under W6749/2022/1 and to include the acceptance of small quantities of household hazardous wastes.
14/06/2024	L6756/1996/11	Licence amendment to update legal description of Premises and update the prescribed Premises boundary due to subdivision of original Lot.

Interpretation

In this licence:

- (a) the words 'including', 'includes' and 'include' in conditions mean "including but not limited to", and similar, as appropriate;
- (b) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- (c) where tables are used in a condition, each row in a table constitutes a separate condition;
- (d) any reference to an Australian or other standard, guideline, or code of practice in this licence:
 - (i) if dated, refers to that particular version; and
 - (ii) if not dated, refers to the latest version and therefore may be subject to change over time;
- (e) unless specified otherwise, any reference to a section of an Act refers to that section of the EP Act; and
- (f) unless specified otherwise, all definitions are in accordance with the EP Act.

NOTE: This licence requires specific conditions to be met but does not provide any implied authorisation for other emissions, discharges, or activities not specified in this licence.

Licence conditions

The licence holder must ensure that the following conditions are complied with:

Infrastructure and Equipment

- The licence holder must ensure that the site infrastructure and equipment listed in Table 1 and located at the corresponding infrastructure location is maintained and operated in accordance with the corresponding operational requirement set out in Table 1.

Table 1: Infrastructure and equipment requirements

Site infrastructure and equipment	Operational requirement	Infrastructure location
Transfer shed	<ul style="list-style-type: none"> All unloading of accepted waste by the general public must occur within the transfer shed. Waste to be removed from the transfer shed by the close of business each day. Concrete slab to be maintained free of leaks and defects. 	Waste Bund as shown in the Recycle Centre Overview Map in Schedule 1.
Battery storage area	<ul style="list-style-type: none"> Portable shelter suitably constructed, bunded and maintained to prevent leakage. Located on a two-coat bitumen seal hardstand. 	Batteries as shown in the Recycle Centre Overview Map in Schedule 1.
E-waste storage area	<ul style="list-style-type: none"> Cages located within a portable shelter suitably constructed, bunded and maintained to prevent leakage. Located on a two-coat bitumen seal hardstand area. 	E-Waste as shown in the Recycle Centre Overview Map in Schedule 1.
Waste oil bund	<ul style="list-style-type: none"> Portable shelter suitably constructed, bunded and maintained to prevent leakage. Located on a limestone hardstand area. 	Waste Oil as shown in the Recycle Centre Overview Map in Schedule 1.
Tyre storage area	<ul style="list-style-type: none"> Caged area suitably constructed to contain tyres. Located on a two-coat bitumen seal hardstand area. 	Tyres as shown in the Recycle Centre Overview Map in Schedule 1.
Fire hydrant and associated fire-fighting equipment	Fire hydrant, portable water tanks and belowground standpipe must be maintained in good working order.	As shown in the Fire Water Supply Map in Schedule 1
Groundwater monitoring bores	10 monitoring bores at the landfill site, designated MB1, MB2, MB2I, MB2D, MB3, MB4, MB5, MB7S, MB7I and MB8 maintained in good working order to allow representative samples to be collected.	As specified in Schedule 1 (Monitoring Locations Map)

Premises operation

2. The licence holder must only accept waste on to the Premises if:
- it is of a type listed in Table 2; and
 - the quantity accepted is below any quantity limit listed in Table 2; and
 - it meets any specification listed in Table 2; and
 - in the case of Contaminated Solid Waste, is supported by documentation that demonstrates compliance with the Acceptance Criteria for Class II landfills.

Table 2: Waste acceptance

Waste type	Quantity limit tonnes/annual period	Specification ¹
Clean Fill	None specified	None specified
Inert Waste Type 1	Combined total of up to 10,000 tonnes per annual period for wastes accepted under category 64 for landfilling	None specified
Inert Waste Type 2		None specified
Special Waste Type 1		Accept only Asbestos or ACM ² which is wrapped or otherwise contained in a manner that prevents Asbestos or ACM fibres entering the atmosphere during receipt and handling ¹ .
Putrescible Waste (municipal waste and vegetative waste)		Acceptance of municipal and vegetative waste must not exceed 5,000 tonnes per annual period.
Putrescible Waste (bulk mixed waste i.e. furniture and mattresses)		None specified
Contaminated Solid Waste		Must meet the Acceptance Criteria for Class II landfills
Inert Waste Type 1		Must not contain visible asbestos or ACM.
Inert Waste Type 2	Combined total of up to 3,000 tonnes per annual period for wastes accepted under category 62 for sorting and storage	None specified
Putrescible Waste		None specified
Contaminated Solid Waste		Must meet the Acceptance criteria for Class II landfills.
Household Hazardous Waste		Limited to: <ol style="list-style-type: none"> waste oils (from residential premises only) vehicle batteries; household batteries; DrumMUSTER products; and E-waste - TV's and computers (whole units) only. Waste oils must not exceed 5,000L per annual period.

Note 1: Additional requirements for the acceptance of Controlled Waste (including Asbestos and tyres) are set out in the *Environmental Protection (Controlled Waste) Regulations 2004*. Where Asbestos or ACM arrives at the Premises unwrapped, the Licence holder is permitted to wrap the material to meet the specification in Table 1.2.1 for disposal on the Premises.

Note 2: As per the 'Controlled Waste category list' available on DWER's website at www.dwer.wa.gov.au

3. The licence holder must ensure that where waste does not meet the waste acceptance criteria set out in condition 2 it is removed from the Premises by the delivery vehicle or, where that is not possible, stored in a quarantined storage area or container and removed to an appropriately authorised facility as soon as practicable.
4. The licence holder must ensure that wastes accepted onto the Premises are only subjected to the process(es) set out in Table 3 and in accordance with any requirements described in that Table.

Table 3: Waste processing and storage requirements

Waste type	Process(es)	Requirements ¹
Clean Fill	Receipt, handling and disposal of waste by landfilling	(a) Disposal of waste by landfilling must only take place within the Active Landfill Area;
Inert Waste Type 1		(b) Waste must be disposed of to the Active Landfill Area ensuring that the final height of waste placement does not exceed 42.5 mAHD;
Inert Waste Type 2		(c) Waste must be disposed of to the Active Landfill Area ensuring that the final contours of waste placement are between 5% and 20%;
Putrescible Waste		(d) disposal of waste by burning is prohibited (with exception to Greenwaste);
Contaminated Solid Waste		(e) waste is placed in a defined trench or within an area enclosed by earthen bunds; (f) the Tipping Area is restricted to a maximum linear length of 30 metres; (g) waste in the Tipping Area is covered on a minimum weekly basis with Cover Material so that no waste is left exposed; (h) enough Cover Material is kept on the premises to cover waste in accordance with sub-clause (f) at least twice; (i) the Tipping Area is no greater than two metres in height; (j) an undisturbed separation distance of at least 3m between the base of the current and future waste disposal areas and the highest level of the groundwater is maintained;
Special Waste Type 1	Receipt, handling and disposal of Asbestos and ACM by landfilling	(k) Disposal only occurs in a dedicated Asbestos disposal area; (l) Asbestos or ACM is covered as soon as practicable and before compaction with a layer of Cover Material at least 300 millimetres thick or with a layer of dense, inert and incombustible material at least 1 metre thick; (m) a permanent record is maintained of all locations used for the disposal of Asbestos or ACM; (n) a permanent register is maintained of each load of Asbestos or ACM deposited at the Premises, including the date, the name of person that deposited the Asbestos or ACM and the vehicle registration number; (o) the Premises is operated such that any existing Asbestos or ACM deposited at the Premises remains undisturbed and maintained with a minimum cover of 300 mm Cover Material or 1 metre of dense, inert and incombustible material;

Waste type	Process(es)	Requirements ¹
		(p) Asbestos or ACM is not deposited within two metres of the final tipping surface of the landfill.
Greenwaste	Disposal by burning	(q) Greenwaste is dry and seasoned for at least two months before being burnt; (r) Greenwaste is burnt in a Designated Burning Area; (s) Greenwaste is only burnt when wind speeds are less than 20km/hr.
Inert Waste Type 1	Receipt, handling and storage prior to disposal or transfer offsite.	(t) All unloading of accepted waste must occur within the Transfer Shed detailed in Table 1;
Inert Waste Type 2		(u) Waste in the Transfer Shed must be removed from the Transfer Shed by the close of business each day;
Putrescible Waste (municipal waste and vegetative waste)		(v) Tyres to be stored in the Tyre storage area detailed in Table 1; (w) No more than 100 passenger vehicle tyres to be stored onsite at any one time; (x) No more than 50 mattresses to be stored onsite at any one time;
Putrescible Waste (bulk mixed waste i.e. furniture and mattresses)		(y) Mattresses to be stockpiled on a hardstand area; (z) No more than 50 mattresses to be stored onsite at any one time;
Hazardous Waste	Receipt, handling and storage prior to disposal or transfer offsite.	(aa) DrumMUSTER products to be stored within the Drum Muster area as shown in Schedule 1, Figure 4; (bb) Batteries must be stored in the Battery storage area detailed in Table 1; (cc) Stored batteries are not to exceed a two-level limit with a maximum of 80 vehicle batteries to be stored onsite at any one time; (dd) E-waste must be stored in the E-waste storage area detailed in Table 1 with a maximum of two (2) tonnes to be stored onsite at any one time; (ee) Waste oil must be stored in the Waste oil bund detailed in Table 1; (ff) Decanting of waste oil into the tank in the Waste oil bund is permitted but no other Hazardous Waste is to be decanted on the premises

Note 1: Additional requirements for the acceptance and landfilling of Controlled Waste (including Asbestos and tyres) are set out in the *Environmental Protection (Controlled Waste) Regulations 2004*.

5. The licence holder must:

- (a) ensure windblown waste is contained within the boundaries of the Active Landfill Area;
- (b) ensure that any windblown waste is removed from the Premises fences and roads on a fortnightly basis or more frequently when directed in writing by the CEO.

6. The licence holder must ensure there are procedures and equipment in place at the Premises which ensure that any unauthorised fire is promptly extinguished.

7. The licence holder must manage uncontaminated stormwater as follows:
 - (a) direct uncontaminated stormwater run-off, such as water from roofs and site drainage, away from the filled and peripheral areas and associated sumps or drains, into dedicated stormwater drains;
 - (b) ensure stormwater drains on the Premises are kept clear of waste to allow for their effective use; and
 - (c) direct all stormwater run-off into an infiltration basin on the Premises.
8. The licence holder must manage landfilling activities in a staged manner as follows:
 - (a) landfilling is undertaken by progressively filling the Active Landfill Area from west to east, being stage 1, stage 2 and then stage 3 (as depicted in the Plan of Landfill Area Stages in Schedule 1);
 - (b) landfilling of stage 3 must not commence until final Capping has started on stage 1 and areas of stage 1 that have not reached the final waste profile have an interim cover of 1000 mm Cover Material; and
 - (c) any area and stage of the Active Landfill Area that has been subject to landfilling and that will not have waste placed within it during the next 3 months must be covered with an interim cover of 1000 mm Cover Material or have final Capping.
9. The licence holder must ensure that within 6 months of final Capping of a stage that infrastructure to ensure the passive venting of landfill gas from that stage is installed and thereafter maintained.
10. The licence holder must ensure waste is placed and compacted in a manner that ensures all waste faces are stable and capable of retaining future Capping and rehabilitation material.
11. The licence holder must ensure that Capping of landfill stages is undertaken as follows:
 - (a) final Capping of a stage is completed within 6 months after disposal in that stage has finished; and
 - (b) final Capping referred to in (a) must comprise the following layers (from waste to final surface):
 - (i) a minimum 300mm of daily cover (e.g. fine sand);
 - (ii) a minimum 500mm of compacted clay with a permeability no greater than 5.0×10^{-9} m/s;
 - (iii) a minimum 500mm vegetation rooting layer (e.g. sand); and
 - (iv) a minimum 150mm erosion protection layer (e.g. mulched Greenwaste).

Emissions and discharges

12. The licence holder must suppress any dust generated from the Active Landfill Area, waste stockpiles, clearing activities or excavation earthworks using a mobile water cart, sprinkler network or equivalent.
13. The Licence Holder must immediately recover, or remove and dispose of, spills of environmentally hazardous materials including fuel, oil, or other hydrocarbons, whether inside or outside an engineered containment system.

Monitoring

14. The licence holder must ensure that:
- (a) all water samples are collected and preserved in accordance with AS/NZS 5667.1;
 - (b) all groundwater sampling is conducted in accordance with AS/NZS 5667.11;
 - (c) all microbiological samples are collected and preserved in accordance with AS/NZS 2031;
 - (d) all laboratory samples are submitted to and tested by a laboratory with current NATA accreditation for the parameters being measured unless indicated otherwise in the relevant table.
15. The licence holder must undertake the monitoring in Table 4 according to the specifications in that table.

Table 4: Monitoring of inputs and outputs

Input/output	Waste Type	Units	Averaging Period	Frequency
Waste inputs	Waste type as specified in Table 2	m ³ and conversion to tonnes per waste type	Annual total	Each load arriving at the premises
Waste outputs (any waste removed from the premises)	Waste type as specified in Table 2	m ³ and conversion to tonnes per waste type	Annual total	Each load leaving or rejected from the premises.
Any waste rejected from the Premises in accordance with condition 2	Volume of each type of waste as defined in the Landfill Definitions			

16. The licence holder must undertake the monitoring in Table 5 according to the specifications in that table and record and investigate results that do not meet any limit specified.

Table 5: Monitoring of ambient groundwater quality

Monitoring point reference and location	Parameter	Units	Averaging Period	Frequency
MB1 & MB2 (as depicted in Figure 2 in Schedule 1)	pH ¹	pH units	Spot Sample	Annually (in April or May)
	Electrical conductivity	µS/cm		
	Standing Water Level ¹	m(AHD) and m(BGL)		
	Dissolved oxygen ¹	mg/L		
	Oxidation/ reduction potential ¹	mV		
	E. Coli	cfu/100mL		

Monitoring point reference and location	Parameter	Units	Averaging Period	Frequency
	Biochemical oxygen demand; chloride, fluoride, potassium, sulfate; Metals: aluminium, arsenic, cadmium, chromium, copper, iron, lead, manganese, mercury, nickel, zinc; Total dissolved solids; total nitrogen, nitrate-nitrogen, nitrite-nitrogen, ammonia-nitrogen; total phosphorus and phosphate.	mg/L		
MB3, MB4, MB5, MB2I, MB2D, MB7S, MB7I & MB8 (as depicted in Figure 2 in Schedule 1)	All parameters listed for 'MB1 and MB2' above.		Spot Sample	Six-monthly (in April or May; and in September or October)

Note 1: In-field non-NATA analysis permitted.

Records and reporting

- 17.** All information and records required by the licence must:
- be legible;
 - if amended, be amended in such a way that the original and subsequent amendments remain legible or are capable of retrieval;
 - except for records listed in 17(d) be retained for at least 6 years from the date the records were made or until the expiry of the Licence or any subsequent licence; and
 - for those following records, be retained until the expiry of the Licence and any subsequent licence:
 - off-site environmental effects; or
 - matters which affect the condition of the land or waters.
- 18.** The licence holder must:
- undertake an audit of their compliance with the conditions of this licence during the preceding annual period; and
 - prepare and submit to the CEO an Annual Audit Compliance Report in the approved form by 31 March each year.
- 19.** The licence holder must record the following information in relation to complaints received by the licence holder (whether received directly from a complainant or forwarded to them by the Department or another party) about any alleged emissions from the premises:
- the name and contact details of the complainant, (if provided);
 - the time and date of the complaint;

- (c) the complete details of the complaint and any other concerns or other issues raised; and
- (d) the complete details and dates of any action taken by the licence holder to investigate or respond to any complaint.

20. The licence holder must:

- (a) prepare an environmental report that provides information in accordance with Table 6 for the preceding two annual periods, and
- (b) submit the environmental report to the CEO by 31 March 2024 and biennially thereafter.

Table 6: Environmental reporting requirements

Condition or table (if relevant)	Requirement
-	Summary of any failure or malfunction of any pollution control equipment and any environmental incidents that have occurred during the annual period and any action taken
-	A summary of any fires (authorised and unauthorised) at the Premises for the annual period
-	A summary of measures taken to suppress dust and control windblown waste at the Premises for the annual period
14	Evidence to demonstrate that sampling has been undertaken in accordance with the required standards, and analysis has been undertaken at a laboratory that is NATA accredited for each of the analytes specified.
15	Monitoring of inputs and outputs for the annual period
16	Monitoring of ambient groundwater quality for the annual period, including an assessment of, and graphical comparison of this data against any previous groundwater data results collected for the Premises.
19	Complaints summary for the annual period

Notification

21. The licence holder must ensure that the parameters listed in Table 7 are notified to the CEO in accordance with the notification requirements of the table.

Table 7: Notification requirements

Condition or table (if relevant)	Parameter	Notification requirement ¹	Format or form ²
-	Unauthorised landfill fire	Part A: As soon as practicable but no later than 5pm of the next Usual Working Day after the detection of the fire. Part B: As soon as practicable	N1

Note 1: Notification requirements in the Licence must not negate the requirement to comply with s72 of the Act

Note 2: Forms are in Schedule 2

Definitions

In this licence, the terms in Table 8 have the meanings defined.

Table 8: Definitions

Term	Definition
ACM	Asbestos Containing Material
ACN	Australian Company Number
Active Landfill Area	means the area on the Premises approved for the burial of waste, as defined and labelled 'Landfill Area' on the Premises Map in Schedule 1
Acceptance Criteria	has the meaning defined in the Landfill Definitions
AHD	means the Australian height datum
Annual Audit Compliance Report (AACR)	means a report submitted in a format approved by the CEO (relevant guidelines and templates may be available on the Department's website).
annual period	means a 12 month period commencing from 1 January until 31 December in the same year;
asbestos	means the asbestiform variety of mineral silicates belonging to the serpentine or amphibole groups of rock-forming minerals and includes actinolite, amosite, anthophyllite, chrysotile, crocidolite, tremolite and any mixture containing 2 or more of those
AS/NZS 2031	means the Australian Standard AS/NZS 2031 <i>Selection of containers and preservation of water samples for microbiological analysis</i>
AS/NZS 5667.1	means the Australian Standard AS/NZS 5667.1 <i>Water Quality – Sampling – Guidance of the Design of sampling programs, sampling techniques and the preservation and handling of samples</i>
AS/NZS 5667.11	means the Australian Standard AS/NZS 5667.11 <i>Water Quality – Sampling – Guidance on sampling of groundwaters</i>
ASTM D5092-04(2010)e1	means the standard ASTM D5092-04(2010)e1 <i>Standard practice for design and installation of groundwater monitoring wells</i>
Averaging period	means the time over which a limit is measured or a monitoring result is obtained;
BGL	means below ground level
books	has the same meaning given to that term under the EP Act.
capping	means the installation of the final layer/s of substrate over filled (completed) landfill cells or stages, to minimise the infiltration of water into the buried waste, provide a stable barrier between the waste and the environment and prevent uncontrolled escape of landfill gas

Term	Definition
CEO	means Chief Executive Officer of the Department. “submit to / notify the CEO” (or similar), means either: Director General Department administering the <i>Environmental Protection Act 1986</i> Locked Bag 10 Joondalup DC WA 6919 or: info@dwer.wa.gov.au
Clean fill	has the meaning defined in the Landfill Definitions
Contaminated solid waste	has the meaning defined in the Landfill Definitions
Controlled waste	has the definition in <i>Environmental Protection (Controlled Waste) Regulations 2004</i>
Cover material	means subsoil or other inert soil or sand material used for covering of waste (including Clean Fill)
Department	means the department established under section 35 of the <i>Public Sector Management Act 1994</i> (WA) and designated as responsible for the administration of the EP Act, which includes Part V Division 3.
Designated burning area	means an area of the Premises that has been designated by the occupier of the Premises as a Designated Burning Area and which: <ul style="list-style-type: none"> (a) has no flammable material on it, other than the Greenwaste, for a radius of 50 metres; (b) is positioned in the area of the site where waste (other than the Greenwaste to be burnt) has not been deposited; and (c) is at least 500 metres from any person’s residence or place of employment (other than the landfill site);
discharge	has the same meaning given to that term under the EP Act.
DrumMUSTER products	means empty containers that once contained chemical used for farming purposes.
E. coli	means <i>Escherichia coli</i>
E-waste	means electronic, electrical and battery-powered items that have been discarded or no longer in working order. Covers a range of items used in commercial, industrial and residential premises and includes, but is not limited to, televisions, computers, mobile phones, kitchen appliances and audio/visual equipment.
emission	has the same meaning given to that term under the EP Act.
EP Act	<i>Environmental Protection Act 1986</i> (WA)
EP Regulations	<i>Environmental Protection Regulations 1987</i> (WA)
Greenwaste	means biodegradable waste comprising plants and their component parts such as flower cuttings, hedge trimmings, branches, grass, leaves, plants, seeds, shrub and tree loppings, tree trunks, tree stumps and similar materials and includes any mixture of those materials

Term	Definition
hardstand	means a surface with a permeability of 1×10^{-9} metres/second or less
HDPE	means high-density polyethylene
Inert waste type 1	has the meaning defined in the Landfill Definitions
Inert waste type 2	has the meaning defined in the Landfill Definitions
Landfill Definitions	means the document titled "Landfill Waste Classification and Waste Definitions 1996" published by the Chief Executive Officer of the Department of Environment as amended from time to time
licence	refers to this document, which evidences the grant of a licence by the CEO under section 57 of the EP Act, subject to the specified conditions contained within.
licence holder	refers to the occupier of the premises, being the person specified on the front of the licence as the person to whom this licence has been granted.
NATA	means the National Association of Testing Authorities, Australia
NATA accredited	means in relation to the analysis of a sample that the laboratory is NATA accredited for the specified analysis at the time of the analysis
premises	refers to the premises to which this licence applies, as specified at the front of this licence and as shown on the premises map (Figure 1) in Schedule 1 to this licence.
prescribed premises	has the same meaning given to that term under the EP Act.
Putrescible waste	has the meaning defined in the Landfill Definitions
Schedule 1	means Schedule 1 of this Licence unless otherwise stated
Schedule 2	means Schedule 2 of this Licence unless otherwise stated
Solid waste	has the meaning defined in the Landfill Definitions
Special waste type 1	has the meaning defined in the Landfill Definitions
Spot sample	means a discrete sample representative at the time and place at which the sample is taken;
Tipping area	means the area of the Premises where waste currently being brought to the Premises is being deposited
waste	has the same meaning given to that term under the EP Act.

END OF CONDITIONS

Schedule 1: Maps

Premises map

The boundary of the prescribed premises is shown in the map below (Figure 1).

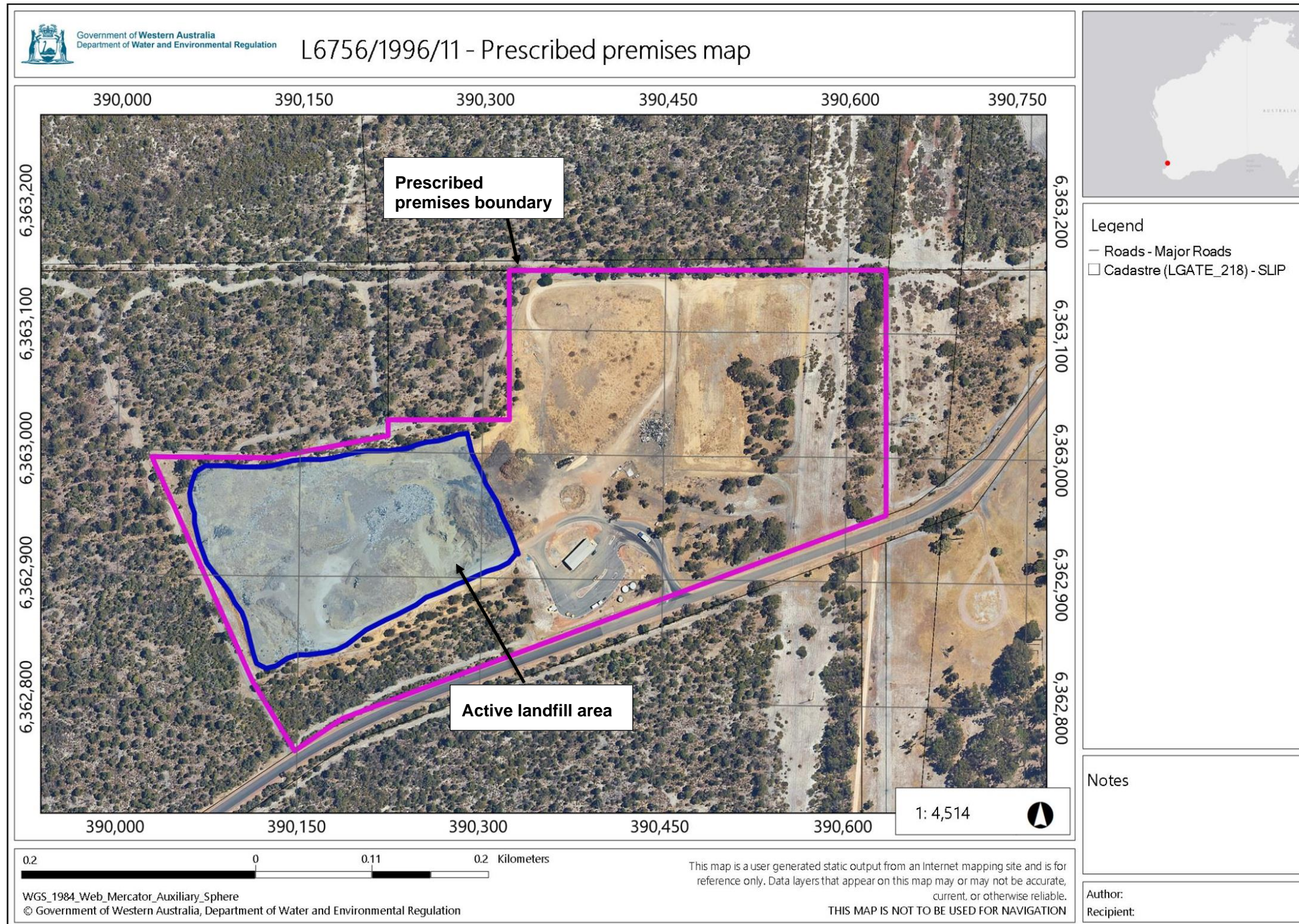


Figure 1: Map of the boundary of the prescribed premises

L6756/1996/11

IR-T06 Licence template (v9.0) (November 2023)



Figure 2: Map of groundwater monitoring bore locations

L6756/1996/11

IR-T06 Licence template (v9.0) (November 2023)

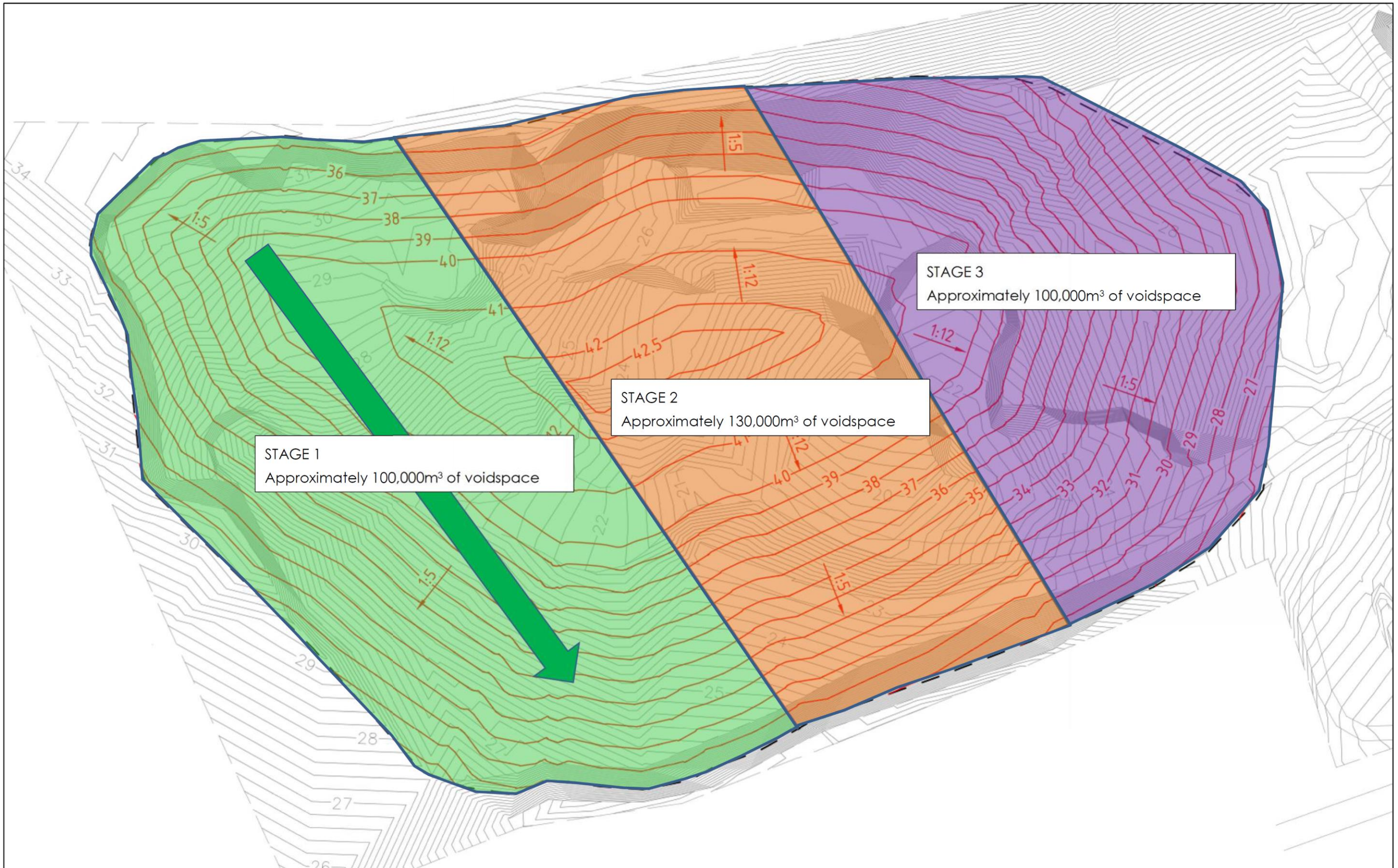


Figure 3: Plan of landfill area stages



Figure 4: Overview of recycle centre

L6756/1996/11

IR-T06 Licence template (v9.0) (November 2023)

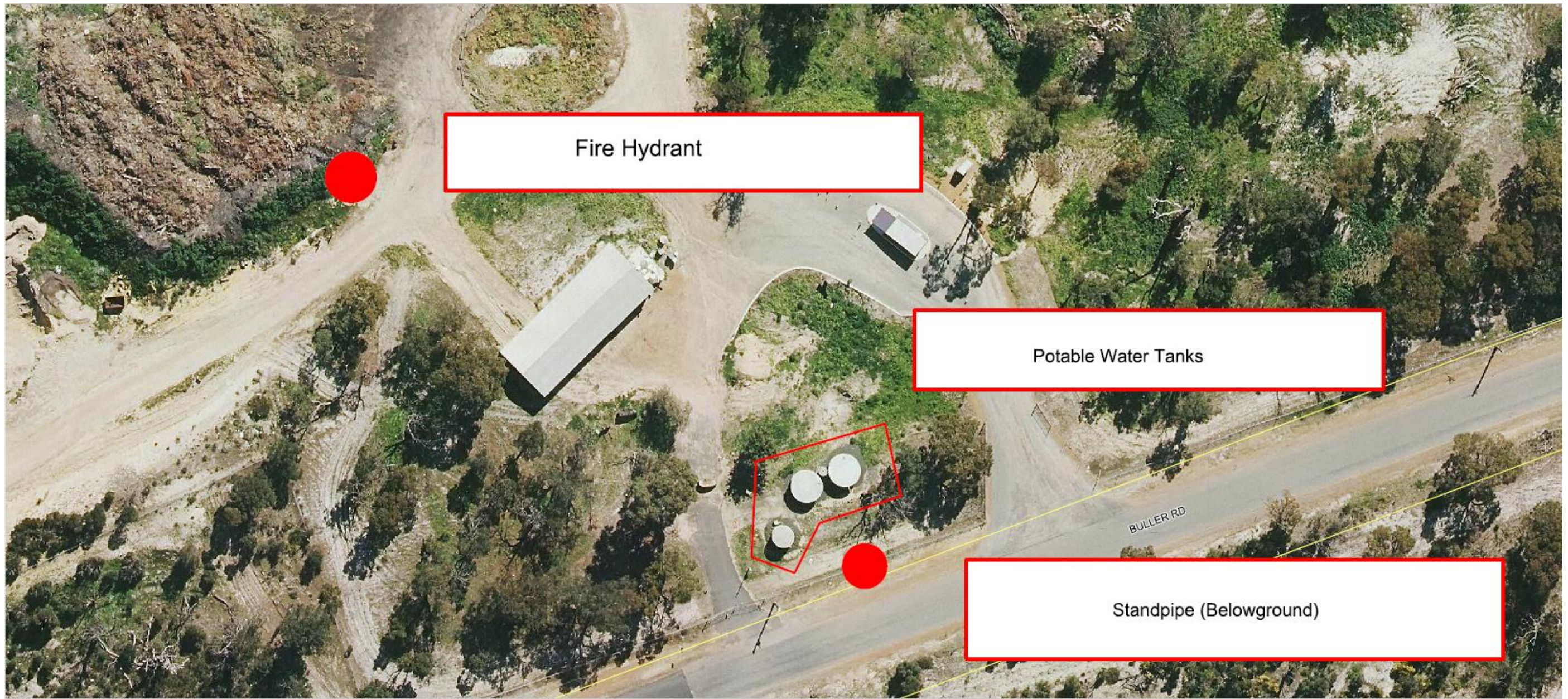


Figure 5: Fire water supply map

Schedule 2: Reporting and notification forms



Government of **Western Australia**
Department of **Water and Environmental Regulation**

Licence:

Licence holder:

Form: N1

Date of breach:

Notification of detection of the breach of a limit.

These pages outline the information that the operator must provide.

Units of measurement used in information supplied under Part A and B requirements shall be appropriate to the circumstances of the emission. Where appropriate, a comparison should be made of actual emissions and authorised emission limits.

Part A

Licence number	
Name of operator	
Location of premises	
Time and date of the detection	

Notification requirements for the breach of a limit	
Emission point reference/source	
Parameter(s)	
Limit	
Measured value	
Date and time of monitoring	
Measures taken, or intended to be taken, to stop the emission	

Part B

Any more accurate information on the matters for notification under Part A.	
Measures taken, or intended to be taken, to prevent a recurrence of the incident.	
Measures taken, or intended to be taken, to rectify, limit or prevent any pollution of the environment which has been or may be caused by the emission.	
The dates of any previous N1 notifications for the Premises in the preceding 24 months.	

Name	
Post	
Signature on behalf of licence holder	
Date	



Contractor's Operating Requirements for Buller Road Refuse Disposal Site

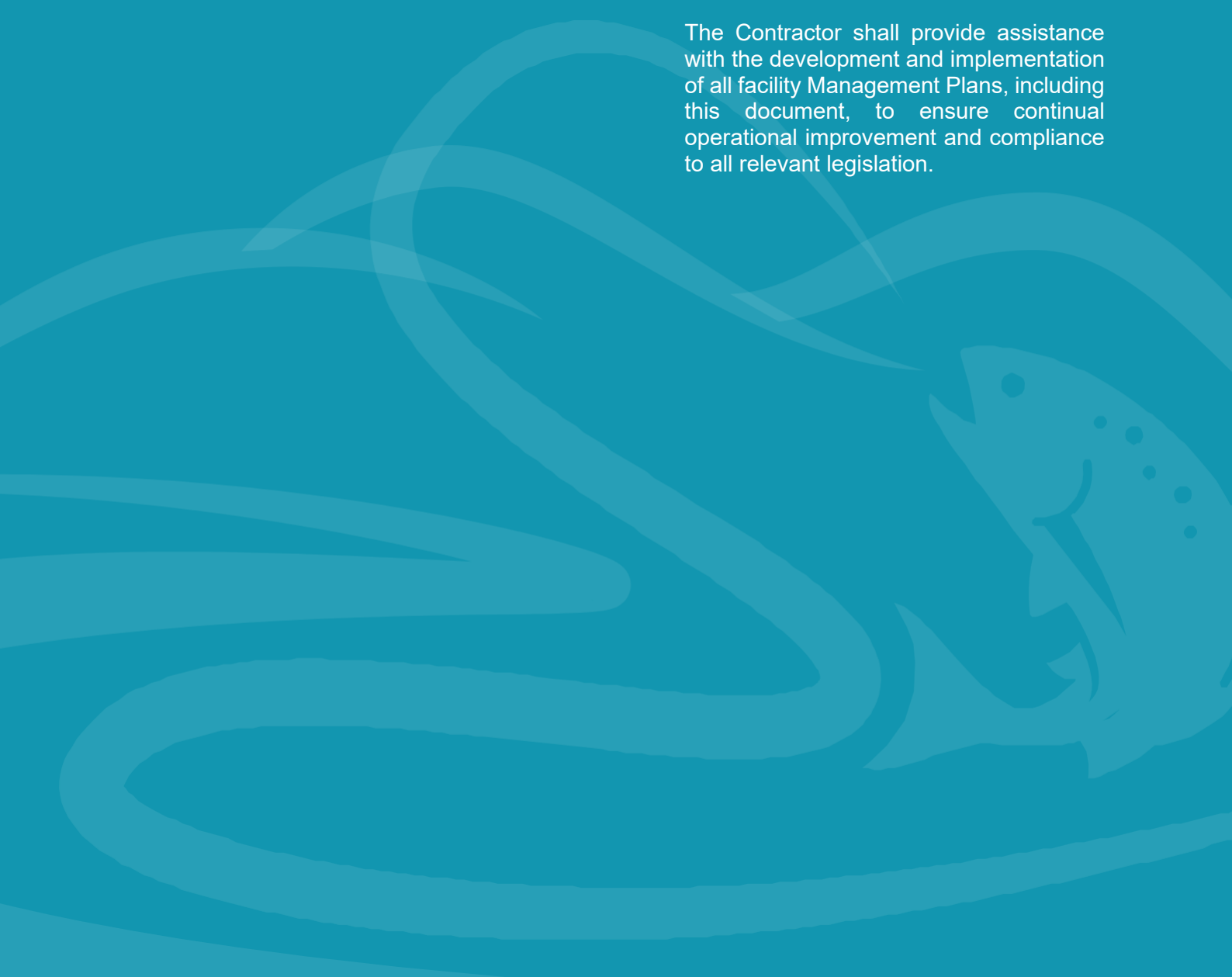
About this document

This document defines the operations for the day-to-day management practices at the Buller Road Refuse Disposal Site (BRRDS). It also focuses on environmental responsibilities ensuring the facility complies with the current Part V Environmental Protection Operating Licence (attached).

This document can be used as a reference for Shire staff and BRRDS Contractor personnel.

The Contractor must ensure that all services provided comply with relevant Australian laws, regulations and standards, except where this document requires otherwise in which case this document takes precedence.

The Contractor shall provide assistance with the development and implementation of all facility Management Plans, including this document, to ensure continual operational improvement and compliance to all relevant legislation.



Document Control		
Date Reviewed	Details	Author
16/03/2021	Revised for advertising of the tender.	Rikki Pulfer
6/05/2026	To reflect new services, licence requirements and tender	Rikki Pulfer

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1. Definitions

The following definitions are used throughout this specification. Please refer to the operating licence for further definitions.

TABLE 1: DEFINITIONS

SITE / FACILITY	Buller Road Refuse Disposal Site (BRRDS)
GREASE TRAP WASTE	Organic waste generated at food manufacturing and preparation premises which typically contains 2% - 5% grease (fats, oils, wax, soap) and 20% - 30% sludge with a high organic content and which is collected by a grease trap that separates the greases and sludges from the waste stream
GREENWASTE	Is the biodegradable waste containing plants and their component parts such as flower cutting, hedge trimmings, branches, grass, leaves, plants, seeds, shrub and tree loppings, tree trunks, tree stumps and similar material and includes any mixture of these materials. NOT pallets, power poles or other manufactured wooden items
SEPTAGE WASTE	Material pumped out from a septic tank during desludging comprising partially decomposed scum, sludge and liquid.
SURFACE WATER	Means any natural, artificial water course or wetland, dam, natural drain or other surface water exposed to the atmosphere.
CONTRACT	The agreement between Shire and the Contractor and includes the tender specifications, the conditions of Contract, this Specification, and any other items in the Contract Schedule.
CONTRACTOR	Company responsible for facility management, liable for ensuring compliance to all legal requirements
SERVICE(S)	The provision of landfill management services being the supervision and management of the BRRDS including the receiving, disposal and covering of waste deposited, in the manner set out in this Specification, and all other services necessary for the completion of the Contract including any variations ordered or agreed by the Shire representatives.
LICENCE	DER Licence number L6756/1996 (Appended)
SHIRE	Shire of Waroona

**Note: Grease Trap Waste and Septage Waste is no longer accepted at the Buller Road Refuse Disposal Site.*

2. More Information

2.1 Legal

- Part V Environmental Protection Act 1986- L6756/1996 (current & attached)
- Landfill Best Environmental Management Practices (Vic EPA, 2012)

3. Forward

The objective of the BRRDS is to:

Manage the facility within financial operating capacities and ensure optimum longevity, compliance to legal requirements and, above all, ensure the health and safety of visitors, employees and contractors.

The BRRDS management services must be carried out with maximum regard for safety of all persons, prevention of environmental pollution and preservation of property. Services provided must be delivered in a manner that maximises resource recovery and promotes continuous improvement.

Only the following types of waste shall be accepted and buried at the BRRDS as per table 2 of the landfill licence:

Waste type	Quantity limit tonnes/annual period	Specification ¹
Clean Fill	None specified	None specified
Inert Waste Type 1	Combined total of up to 10,000 tonnes per annual period for wastes accepted under category 64 for landfilling	None specified
Inert Waste Type 2		None specified
Special Waste Type 1		Accept only Asbestos or ACM ² which is wrapped or otherwise contained in a manner that prevents Asbestos or ACM fibres entering the atmosphere during receipt and handling ¹ .
Putrescible Waste (municipal waste and vegetative waste)		Acceptance of municipal and vegetative waste must not exceed 5,000 tonnes per annual period.
Putrescible Waste (bulk mixed waste i.e. furniture and mattresses)		None specified
Contaminated Solid Waste		Must meet the Acceptance Criteria for Class II landfills
Inert Waste Type 1		Combined total of up to 3,000 tonnes per annual period for wastes accepted under category 62 for sorting and storage
Inert Waste Type 2	None specified	
Putrescible Waste	None specified	
Contaminated Solid Waste	Must meet the Acceptance criteria for Class II landfills.	
Household Hazardous Waste	Limited to: <ul style="list-style-type: none"> a) waste oils (from residential premises only) b) vehicle batteries; c) household batteries; d) DrumMUSTER products; and e) E-waste - TV's and computers (whole units) only. Waste oils must not exceed 5,000L per annual period.	

Note 1: Additional requirements for the acceptance of Controlled Waste (including Asbestos and tyres) are set out in the *Environmental Protection (Controlled Waste) Regulations 2004*. Where Asbestos or ACM arrives at the Premises unwrapped, the Licence holder is permitted to wrap the material to meet the specification in Table 1.2.1 for disposal on the Premises.

Note 2: As per the 'Controlled Waste category list' available on DWER's website at www.dwer.wa.gov.au

4. Responsibilities

4.1 Contractor

The Contractor is responsible for the day-to-day operations of the BRRDS. This includes, as a priority, ensuring the safety of all users, employees and visitors.

Overall, responsibilities include acceptance and management of all waste streams, site maintenance, housekeeping, administration, monitoring, as well as conducting all on-site functions in accordance with all statutory Work Health & Safety requirements.

The contractor shall manage and maintain selective operations, labour, materials, supervision, daily pre-start checks on council supplied machinery (including minor machinery maintenance) and all other tasks required for the activities detailed in Sections 5 - 10 below.

4.2 Shire

The Shire undertakes selective maintenance, sampling and government reporting. Other items include:

- Supply, scheduled servicing and fuel of a loader and compactor;
- Provisions of an Ipad and waste records system for day to day data log's;
- Survey waste volume on a monthly basis;
- Engage all consultants for operation advice;
- Assist with the supply of capital or permanent infrastructure relating to the establishment of areas for the storage of specific waste and machinery.
- Pre and post closure planning, monitoring and maintenance.

4.3 Environmental Management of Facility

Facilities at the site include:

- scrap metal pile,
- inert waste pile,
- cardboard recycling skip,
- recycling area,
- e-waste shed and cages;
- tyre recycling compound;
- asbestos area,
- drum muster storage cage,
- waste oil bund and shed,
- green waste stockpile,
- domestic waste bund;
- general 'tip face' and
- 10 monitoring bores.

The contractor shall maintain and repair if necessary the facilities provided by the Shire to a clean, tidy and safe condition. No alterations, changes or additions are to be made to the existing facilities without prior written approval from the Shire.

4.3.1 Access Roads

The Contractor is required to maintain access roadways to the tipping face and recycling areas in a reasonable condition at all times. Temporary roads shall be relocated as required to conduct the operations of the Site in an orderly manner with minimum disruption to the general public. The roads must be constructed of a suitable material, with drainage measures, to ensure continually accessible, year round trafficable surface to 2 wheel drive vehicles.

Road materials that cannot be won onsite will be supplied by the Shire. Inert waste can be crushed and utilised as road construction material.

4.3.2 Site Drainage

1. Drains may need to be constructed from time to time depending on surface water movements and the active cell location.
2. Existing drainage at the Site must be maintained and kept in good working condition. Measures must be put in place that contains all stormwater runoff onsite. At no times should any surface water from the active cell be draining from the premises.
3. Stormwater entry to the premises shall be minimised.
4. Internal drainage measures must be taken as necessary to ensure continued accessibility at all times and that the Site remains open to the public.
5. Stormwater shall not be allowed to run into the liquid waste ponds under any circumstances other than that which falls directly into the ponds during rain events.

4.4 Signage, Site Security and Fencing

4.4.1 Signage

The Shire shall provide, upgrade and maintain adequate and suitable signage (including professionally printed permanent signs) to:

- a) facilitate control of vehicles movements within the Site,
- b) identify waste disposal areas;
- c) ensure safety of all users.

The Contractor shall install all signage onsite ensuring signs remain clean and visible at all times. Any signage damaged by the Contractor are to be replaced at the contractor's expense.

The Shire shall provide signs as determined in line with business management (i.e. signs associated with change of fees or a change in regulations).

4.4.2 Security

All external gates must be locked afterhours or when unattended and all internal gates (specifically to the liquid waste pond facility) are to be locked and secured at all times.

Keys and padlocks are provided by the Shire. Keys and locks shall only be cut / copied and distributed by the Shire with a key register to be maintained by the Shire.

The Shire has installed CCTV at the site to help monitor the gatehouse and as an added measure for security afterhours.

Customers that use the facility are not, under any circumstances, permitted to enter the site afterhours, working alone (i.e. there must be at least 2 workers onsite together). All afterhours users

must be fully inducted to BRRDS through the Contractor's safety induction system, which is approved by the Shire.

Changes to the site security arrangements are to be approved by the Shire prior to implementation.

4.4.3 Fencing

Existing perimeter fences must be maintained and operational with all lockable gates maintained to their present condition. Monthly inspections of the perimeter fence are included in the inspection schedule in section 9.1.

Any repairs to the fence must be reported to the Shire immediately with repairs undertaken within 48 hours.

The following will be measured by the Shire during quarterly audits.

TABLE 2: SIGNAGE, SITE SECURITY & FENCING

OBJECTIVE	
To prevent the unauthorised entry of people and restrict entry of livestock, native fauna or pests.	
ITEM COMMENT / ACTION	
CONFORMANCE CRITERIA	<ol style="list-style-type: none"> 1. Signs clear, visible and appropriate 2. No unauthorised entry incidents 3. Gates are securely locked when unattended 4. No evidence of livestock or pests (i.e. rabbit warrens, fox holes)
GENERAL STRATEGIES	<ol style="list-style-type: none"> 1. Fencing is to be inspected as part of the contractors fortnightly inspection's and any faults are to be reported to the Shire. 2. Fence repairs undertaken as soon as possible
RECORDING & REPORTING	<p>Contractor to:</p> <ul style="list-style-type: none"> • Complete fortnight inspections and submit to the Shire. <p>Shire to:</p> <ul style="list-style-type: none"> • Complete quarterly inspections as per item 4.5. <p>See Table 9 for more information.</p>
NON-CONFORMANCE PROCEDURES	<p>Shire to:</p> <ul style="list-style-type: none"> • Investigate cause of unauthorised entry • Check adequacy of inspections • Implement corrective actions and modify procedures
SHIRE MANAGEMENT REVIEW	Document and review quarterly inspections.

More information

- BRRDS Fortnightly Inspection Sheet (Waste App on Tablet)

4.5 Housekeeping

Effective housekeeping can eliminate some workplace hazards and help get a job done safely and properly.

The Contractor shall keep all facilities in good working order; ensuring cleanliness and maintenance to prevent workplace accidents and fire.

Facilities shall be inspected by the Shire during quarterly audits.

5. Waste Disposal

5.1 Site Entry

Site entry must remain clean and clear of rubbish at all times. Signs must remain visible and clean.

All vehicles shall be greeted and checked for recycling opportunities and any rubbish contamination. Drivers shall be encouraged to place items in correct disposal areas with cross contamination separated prior to disposal.

A record of all wastes volumes entering and exiting the site must be recorded on the waste tracking software. This includes identifying out all Shire wastes. The tracking software will record all residential waste, commercial waste, shire waste and Cleanaway waste. The contractor will be supplied the software and device.

TABLE 3: WASTE DISPOSAL & SEGREGATION

OBJECTIVES	
<ol style="list-style-type: none"> 1. To monitor and record all wastes being presented to site and amounts received 2. Ensure no unauthorised materials are accepted 3. To monitor waste disposal activity and minimise airspace consumption 4. Ensure waste acceptance compliance with: <ul style="list-style-type: none"> o Part V environmental licence conditions; and o EPA VIC BEPM Guidelines. 	
ITEM COMMENT / ACTION	
CONFORMANCE CRITERIA	<ol style="list-style-type: none"> 1. No occurrence of unauthorised wastes 2. Recycling is maximised and evident
GENERAL STRATEGIES	<ol style="list-style-type: none"> 1. Maintain accurate and up to date records 2. Carry out spot checks on incoming loads to ensure compliance where possible 3. Routine inspections & monitoring using checklists where required
RECORDING & REPORTING	Monthly material recovery data (recycling of batteries, scrap metal etc) to be submitted at the end of each month.
NON CONFORMANCE PROCEDURES	<ul style="list-style-type: none"> • Refuse to accept non complying materials • Check adequacy of above monitoring procedures • Implement corrective actions and modify procedures as necessary
SHIRE MANAGEMENT REVIEW	<p>Reviewed monthly via data input</p> <p>Checked via Annual Licence Compliance Report</p>

5.2 General Tip Face

5.2.1 Tip Face

The length of any active face shall be restricted to a maximum linear length of thirty metres to ensure optimum control of dust, pests, litter and odour. There shall be two putrescible tipping face operational at one time one being for the general public and the other being for commercial waste from disposed by Cleanaway.

The tipping face should be compacted to a slope not greater than one vertical to three horizontal.

Distance to site boundaries in day to day operations must be observed, particularly to ensure final contouring requirements can be met.

Disposal of waste must be confined to the Active Landfill Area, as presented in Appendix 1 of the licence.

5.2.2 Compaction & Covering

Waste is to be placed in a defined trench or within an area enclosed by earthen bunds, no more than two metres in height. Deposited waste layers should not exceed 500 millimetres. Successive layers shall be built up until each stage has reached a maximum depth of two metres before a new level or platform is to be created.

Compaction rates shall be determined by calculating the volumes of waste placed in landfill against a regular volumetric survey, however waste should be compacted on a minimum weekly basis.

Compacted municipal rubbish (kerbside collection waste) shall be covered on the same day of its receipt, with a minimum of 150 millimetres of fill, immediately prior to the closure of the Site for the day with suitable cover material. No waste is to be left exposed.

Community waste (e.g. general residential waste in trailers etc.) is to be covered a minimum of weekly. (Note the frequency of covering may change as the minimum interval as specified in the current Licence is once per week however tenderers shall allow for more frequent covering during dry periods, i.e. at the end of each day's operations, due to high easterly winds in summer).

Suitable cover material includes subsoil, inert soil or sand. The Contractor shall ensure that suitable fill material is on site, having at least two weeks stockpile on hand. The contractor shall notify the Shire within appropriate timeframes, so arrangements can be made for the importation of fill. Earth for the coverage of waste, excavated from within the Site, must be in a manner that supports the continued provision of development of the disposal cell(s).

Additional notes:

- Cracks in old, exposed cover layers to be covered and closed to contain landfill gas and odour.
- Exposed waste re-emerging from old cells to be covered promptly.

5.2.3 Landform/ Final Earthworks

Final cover shall consist of a minimum of half a metre of sandy loam or finer material. Final earth works shall be neatly back bladed to ensure no windrows greater than 150 millimetres exist.

TABLE 4: COMPACTION, COVERING & FINAL EARTHWORKS

OBJECTIVE	
To ensure that wastes are covered appropriately, to mitigate against any environmental or health impacts	
To optimise airspace within the active cell	
ITEM COMMENT / ACTION	
CONFORMANCE CRITERIA	<ol style="list-style-type: none"> 1. At least two week stockpile reserve kept at all times. 2. No burials of large hollow objects
GENERAL STRATEGIES	<ol style="list-style-type: none"> 1. No covering with wet material 2. Where soil is used as cover, cover with 0.15 to 0.3 metres of soil. 3. Avoid creating low-permeability confining layers in the landfill by partial removal of low-permeability cover material prior to placement of wastes in that location. 4. Stockpile sufficient cover material at the tipping face for at least two weeks of operations.
RECORDING & REPORTING	<p>Notification of low cover stockpiles</p> <p>Monthly record of large awkward objects that consume airspace and are difficult to handle</p>
NON CONFORMANCE PROCEDURES	<ul style="list-style-type: none"> • Implement corrective actions and modify procedures as necessary
SHIRE MANAGEMENT REVIEW	Document and review quarterly inspections.

6. Waste Streams

6.1 Green Waste

Prior to entry to the Site all green waste is to be recorded on the waste records system and checked for rubbish contamination.

The Contractor shall ensure that the green waste is separately stockpiled in an area that has not been previously used as a cell i.e. the area is to be solid ground underneath. The area is to be nominated and approved by the Shire who will record the information on Intra-maps.

Total volumes of green waste are kept to a minimum, particularly in dry weather, to minimise the risk of fire. Green waste that is stockpiled must be done so to allow it to be dried and seasoned a minimum of two months before burning as per Part V Environmental Operating Licence. For burning requirements see section 8.5 below.

More information

- Shire Incident report form
- Waste Records System (Cooee)
- BRRDS Fire Log Sheet

6.2 Recycling

The Contractor shall manage all designated recycling facilities efficiently, in a neat and accessible manner including bulk bins for the collection of recyclables. The Shire will meet the full cost of providing the bins and pay any associated collection fees.

Prior to entry to the Site all recyclable waste is to be accurately recorded on the waste tracking system and checked for cross contamination.

Accurate figures of amounts of recyclables processed (including what is taken away from the site) must be kept and presented to the Shire as per item 9.2 of this document

Under the direction of the Shire, the Contractor shall cooperate with any trials or experiments involving the treatment, processing or recycling of any waste at the BRRDS. Any costs to the Contractor shall be negotiated via the Contract Conditions.

Should it become economically unviable to direct to recycling any material(s) which was being recycled beforehand, then the Contractor shall liaise with the Shire as to an alternative course of action to deal with those material(s).

The Contractor is to store recyclable materials as per Part V Environmental Operating Licence at all times

More information

- Waste Records System (Cooee)

6.3 Scrap Metal

The Contractor shall manage all designated scrap metal stockpiles efficiently, in a neat and accessible manner. There shall not be excessive amounts of scrap metal stored on the facility.

Accurate figures of amounts of metal processed (including what is taken away from the site) must be kept and presented to the Shire as per item 9.2 of this document.

6.4 Inert

Prior to entry to the Site all inert waste (such as rubble, brick and concrete) is to be accurately recorded on the Waste Records System and checked for cross contamination.

Inert waste shall be stored at the nominated location and is deemed suitable for crushing and re-using as rubble for road construction purposes or cover material.

6.5 Asbestos (ACM)

All contractors handling asbestos must have completed specific training and hold an appropriate asbestos handling ticket.

Prior to entry to the Site all asbestos containing waste is to be accurately recorded on the Waste Records System and Asbestos Disposal Register (BRRDS Asbestos Register). Disposal of asbestos must be in accordance with the conditions of the licence, regulations of the time and a permanent record must be kept onsite of each load deposited at the facility via the Asbestos Disposal Register.

Asbestos is to be buried in a designated sign posted area within the active area, approved by the Shire, who shall input the location noted on a grid referenced, scaled map of the site, by a licensed surveyor.

Refer to the licence for specific ACM requirements

All asbestos operations are to be carried out according to the operating legislation relating to asbestos at the time.

More information

- BRRDS Asbestos Register

6.6 Batteries

Ensure batteries, and other such wastes are transferred and stored in the dedicated area(s).

6.7 Special Burials

Prior to entry to the Site all special burials are to be accurately recorded on the waste records system.

Burials of waste such as offal and carcasses, shall be conducted as a single operation in the minimum amount of time to prevent exposure, odours and pests.

6.8 Hazardous Materials

Hazardous materials (such as paint, fuels, acids and glues) are not accepted at the Site. Users should be directed to Mandurah Recycling Facility.

6.9 E-Waste

E-waste material is to be disposed within the e-waste cages at the community transfer station for recovery by total green recycling.

6.10 Tyres

The Shire intends to limit the number of tyres going to landfill by recycling passenger car tyres. Tyres are to be directed to the tyre recycling cage for storage until viable to send off for recycling.

7. Environmental Considerations

7.1 Air Quality

7.1.1 Dust Nuisance & Odour

It is expected that dust and odour issues with surrounding neighbours will be minimal, due to distances to residents and vegetation buffer surrounding the facility.

The Contractor shall at all times conduct operations in a manner so as to minimise nuisance from dust and odour. Dust and odour created within the landfill property must be controlled to prevent off-site and on-site impacts. Areas susceptible to dust generation include areas of land disturbance, vehicle traffic, inert waste and soil stockpiles.

Dust shall be suppressed when deemed excessive. Any dust emitted over the boundary shall be recorded as an environmental incident.

TABLE 5: DUST AND ODOUR

OBJECTIVE	
To ensure there is no loss of amenity from odour or dust.	
ITEM COMMENT / ACTION	
CONFORMANCE CRITERIA	<ol style="list-style-type: none"> 1. Prevention of any offensive odours beyond the boundary of the premises. 2. No onsite health or environmental nuisance impacts. 3. No offsite impacts on vegetation 4. No community complaints in relation to odour or dust
GENERAL STRATEGIES	<ol style="list-style-type: none"> 1. Vegetate exposed areas and form internal roads. 2. Ensure waste is covered appropriately and on time. 3. Vehicles are required to slow down when dust crosses outside boundaries 4. No earthworks to occur when dust crosses outside boundaries 5. Monitoring of air toxics should be undertaken when or if required.
RECORDING & REPORTING	Incidents of excessive dust or odour shall be recorded and submitted to the Shire
NON CONFORMANCE PROCEDURES	<ul style="list-style-type: none"> • Investigate cause of unacceptable dust/ odour levels • Check adequacy of inspections • Implement corrective actions and modify procedures
SHIRE MANAGEMENT REVIEW	Document and review at annual Contract meeting

7.2 Litter Control

The Contractor shall at all times conduct the operations in a manner so as to minimise nuisance from windblown litter.

The contractor shall use best endeavours, including but not limited to temporary fencing, to prevent items blowing around the site. Sufficient relocatable fencing, provided by the Shire at their discretion, shall be located around the tipping face to prevent windblown litter from escaping the Site. As areas or stages are completed, the contractor shall relocate the litter fencing as required or directed by the Shire. Temporary litter control fences and boundary fencing are to be kept in good condition as all times. Litter is to be removed from these fences on a weekly basis.

On a monthly basis, and before Shire quarterly or regulatory audits, litter is to be removed that has blown or migrated beyond the perimeter fence.

TABLE 6: LITTER CONTROL

OBJECTIVE	
To keep the landfill and surrounding environment in a litter free condition.	
<ul style="list-style-type: none"> • Stretch target <ul style="list-style-type: none"> ○ That no litter from the landfill operations reaches beyond the boundary of the landfill operations at any time. 	
ITEM COMMENT / ACTION	
CONFORMANCE CRITERIA	<ol style="list-style-type: none"> 1. No litter evident on site boundaries or beyond the perimeter fence 2. Litter within facility not to be visible from offsite properties or roads 3. Litter to be collected and disposed of as often as necessary to maintain tidy appearance 4. Litter inspections completed and documented on the fortnightly inspection reports.
GENERAL STRATEGIES	<ol style="list-style-type: none"> 1. Perimeter fence is maintained in excellent condition 2. Minimise area of working face 3. Apply appropriate cover 4. Ensure prompt compaction of waste 5. Regular visual checks and weekly litter pick ups 6. Good housekeeping and tidiness
RISK MANAGEMENT	<p>Litter observations included in Fortnightly Inspection Form (BRRDS Fortnightly Inspection)</p> <p>Litter inspection undertaken daily when winds in excess of 30km/hr</p>
NON CONFORMANCE PROCEDURES	<ul style="list-style-type: none"> • Investigate cause of uncontrolled litter • Check adequacy of inspections • Implement corrective actions and modify procedures
SHIRE MANAGEMENT REVIEW	Document and review at annual Contract meeting or as a response to a regulatory audit

7.3 Noise

The risk of noise in the form of environmental nuisance is considered low at the site and is therefore focused on employee health / safety requirements through the safety management system.

There are however certain activities that can help reduce offsite environmental noise impacts and are detailed below.

TABLE 7: NOISE REDUCTION MEASURES

OBJECTIVE	
To receive no public noise complaints relating to the landfill site	
ITEM COMMENT / ACTION	
CONFORMANCE CRITERIA	<ol style="list-style-type: none"> 1. No noise complaints received
GENERAL STRATEGIES	<ol style="list-style-type: none"> 1. Ensure that machinery is only operated between approved working hours 2. Ensure all depot equipment is adequately maintained and used correctly 3. Create earthen bunds if required

RECORDING & REPORTING	To be recorded on BRRDS-Fortnightly Inspection Form if considered excessive
NON CONFORMANCE PROCEDURES	<ul style="list-style-type: none"> • Investigate cause of noise • Check adequacy of inspections • Implement corrective actions and modify procedures
SHIRE MANAGEMENT REVIEW	Document and review at annual Contract meeting or as a response to a regulatory audit

7.4 Weed Control

At this current time, the Shire and the Contractor will need to work together to develop a weed management plan for the facility including a weed spraying program. Cost of this service coordinated through the conditions of contract schedule.

Ultimately, control of weeds at the facility is the responsibility of the Shire. Vehicles coming onto the site should be encouraged to be clean and free of excessive mud to reduce the importation of seeds.

Regular spot spraying shall be undertaken where necessary or as directed. Any identification of declared species requires hand-pulling immediately.

TABLE 8: WEED CONTROL

OBJECTIVE	
To manage the landfill site so that no new weed infestations occur and that existing infestations are identified managed.	
ITEM COMMENT / ACTION	
CONFORMANCE CRITERIA	<ol style="list-style-type: none"> 1. Minimise the introduction of weeds to the site. 2. Eradicate any weeds that have established themselves on the landfill site 3. Conduct regular mowing of the open areas.
GENERAL STRATEGIES	<ol style="list-style-type: none"> 1. Any mulch used in landscaping should be completely free of weeds. 2. Regular inspection of the site for the colonisation of weeds. Record their presence and, if necessary, implement a control program. 3. Vehicles coming onto site do not show excessive clumps of mud. 4. Where pest plants need eradication, this is to be done by appropriate means. 5. Inform the site contractor of outcomes of the peel Harvey Biosecurity group outcomes
RECORDING & REPORTING	Report any weed related matters on the BBRDS Fortnightly Inspection Form
NON CONFORMANCE PROCEDURES	<ul style="list-style-type: none"> • Refuse to accept non complying materials • Check adequacy of inspection and monitoring procedures • Implement corrective actions and modify procedures as necessary
SHIRE MANAGEMENT REVIEW	Document and review at annual Contract meeting or as a response to a regulatory audit

More information

BRRDS Waste Management Plan

7.5 Pest Control

Pest control will be implemented onsite as required by the Contractor. As part of the fortnightly inspections of the site, the occurrence of birds, vermin, pests or weeds will be observed and action taken as appropriate, as detailed below:

- If bird numbers become excessive, steps will be undertaken to remedy the situation i.e. by applying more clean cover material to minimise the occurrence of birds;
- Destroying warrens and speaking with DAFWA about baiting strategies;
- If rats or similar vermin, are observed an improved control program shall be implemented and monitored;
- Flies – applying more clean cover material to minimise the occurrence of flies.

All putrescible waste deposited shall be, on the day of delivery, compacted and covered in the manner described in this specification to minimise exposure to vermin.

7.6 Ground & Surface Water

The Shire is responsible for groundwater and surface water monitoring if and when required. The contractor shall ensure that dams and bores are not damaged and that they remain accessible by vehicle for the life of operations.

In achieving prevention of pollution by contamination of ground and surface waters, the Contractor shall ensure that:

- No liquid wastes including milk products, grease trap waste or septic waste are allowed to be disposed of;
- Natural developing drainage patterns are directed away from the tipping site;
- Drains are kept clear of litter;
- A three metre undisturbed buffer between the base of the current and future waste disposal areas and the highest ground water is to be maintained at all times;
- A minimum 100 metres shall be kept between waste disposal site and surface water body; and
- Treated wood objects are not burned as part of the green waste burning program.

A map shall be provided that shows location of groundwater monitoring bores and surface water dams (including regional).

8. Emergency Response

The BRRDS shall be operated to ensure that potential impacts to the environment are minimised at all times. In the rare case of extreme events, an Emergency Response Plan has been developed, specifically for the facility. The Shire will manage the emergency, once the contractor has taken immediate steps to minimise the impact and report it to the Shire.

8.1 Unauthorised Deposition of Hazardous Substances

If a hazardous substance is detected in the landfill, immediate steps will be taken to isolate the substance, and to cordon off the area. Bunding and clean cover material will be applied as necessary. Steps will be taken to remove the hazardous substance from the site, and arrangements will be made for its safe transport and disposal at appropriate facilities.

8.2 Flooding

Floodwater is unlikely to enter the landfill however if flooding does occur the contractor is to notify the principle. If flooding does occur, the site shall be inspected by the Shire Works Manager, as soon as it is safe to do so, who shall develop a remediation action plan and initiate activities if required.

8.3 Groundwater Contamination

In the event of apparent groundwater contamination the Shire shall inform the appropriate regulatory authority and measures will be considered to investigate further. Advice may need to be sought from appropriately experienced consultants and legislative organisations, in which the Contractor is expected to fully participate.

8.4 Fire Prevention and Control

Fire protection of the Site is the Contractor's responsibility. Only people trained, with recognised qualifications in firefighting and fire control, are to fight fire or burn green waste.

During fire restriction periods and green waste burning, a fire fighting vehicle complying with the following specifications shall be kept onsite while burning operations are being carried out:

- Capable of carrying at least 500 litres of water
- Fitted with at least 30 metres of 19 millimetre diameter rubber hose
- Fitted with a pump capable of delivering a minimum of 240 litres of water per minute at a minimum of 700 kilopascals
- Fitted with a nozzle capable of projecting water by spray or by jet

The Principle shall install and maintain firebreaks at the site at all times and shall take appropriate steps to reduce the natural and introduced fire fuel loads on the active site (within the firebreak boundaries). The contractor is to inspect the firebreak as part of the fortnightly inspection and report any concerns to the Principle.

8.5 Authorised Burning of Greenwaste

Each person is to be familiar with the Green waste Fire log sheet (BRRDS Fire Log Sheet) which must be completed before each burn commences.

Should the Shire determine that the volume of green waste reach an unacceptable level, the Shire shall verbally direct the Contractor to carry out burning at the next suitable time.

Burning is to occur in the designated area above, and:

- Be at least 50 metres away from the boundary;
- Have no flammable material other than green waste and live trees, for a radius of 50 metres;
- Be positioned where no other wastes are disposed;
- Be at least 500 metres away from a community building;
- Have adequate fire suppression controls immediately available at the time of burning.
- Burning shall not occur before 8:00 am
- The area shall be declared safe (by a Fire Control Officer) by 12:00 noon the same day;
- Fires shall be extinguished as safely and as soon as possible.

Any unauthorised fires (detailed further in section 8.5.1 below) shall be reported immediately to the Manager Technical Services and recorded in the incident report form.

8.5.1 Other fires

Burning of the active landfill cell, under any circumstances, is forbidden. Burning of stockpiled green waste is only permitted under the Part V Operating Licences conditions (and subject to any conditions thereon) and to the conditions contained on the appropriate permit which shall be obtained from the Shire and subject to the express agreement of the local fire authorities. The contractor shall immediately notify all relevant firefighting authorities if a fire occurs on site, this includes Lithium battery fires which may occur from normal day to day landfill operations.

If the landfill loader or compactor may run over an lithium battery, the contractor is to isolate the battery/ waste to ensure that the risk of an landfill fire is reduced. If all efforts have been taken to extinguish the fire have been successful, the contractor is to record the incident on the end of day risk assessment form. If the efforts are unsuccessful the contract must report to triple zero with the Shire being the second point of contact.

The Contractor shall ensure that the BRRDS machinery is not operated on any day declared a fire ban day and in the advent of adverse weather conditions seek approval from the Shire to close the site for some or all of the day of the forecast or actual adverse conditions.

The Fire Management Procedure for unauthorised fires shall be referred to in the event of a bushfire emergency.

More information

BRRDS Emergency Response Plan (DRAFT)

8.6 Emergency evacuation

In the case of an emergency evacuation, the Contractor must maintain adequate vehicle paths within the Site, to and from all disposal areas and erect and maintain suitable signage and barriers so as to safely and effectively direct all traffic into, around and out of the site.

A muster point shall be clearly demarcated.

9. Administration

The Contractor is responsible for conducting all administration and accounting functions relating to the operation of the landfill site and the undertaking of these activities.

The Contractor at times maybe requested to assist with the development and implementation of the Shire's landfill management plans including the facilitation of the plan. Other assistance many include annual budgetary and additional waste and recycling statistical information.

9.1 Site Audits& Inspection

Audits and inspection of the facility will be undertaken by the Contractor, the Shire and regulatory authorities. The Contractor shall allow any representative from the abovementioned organisations to enter the site to carry out regular and or random inspections of the site and its operations to ensure compliance to contract, statutory regulations and this plan.

A waste scheduled is summarised in table 9, inspection and audits shall be undertaken as detailed below:

TABLE 9: AUDIT & INSPECTION FREQUENCY

Responsibility	Inspection purpose	Frequency	Action timeframe
SITE CONTRACTOR INSPECTIONS	Compliance to this document using fortnightly inspection form - Fortnightly Inspection Form	1 every fortnight or more often as required.	Submit to Shire as part of end of month reporting.
SHIRE AUDIT	Whole facility	1 every quarter	2 weeks
AUTHORITY AUDIT	Whole facility	1 every 2 years	2 months

9.2 Reporting

The waste records system will compile all the data of incoming waste for monthly reports which will be accessible online. By the fifth business day of each month, the contractor is to provide the Shire with a completed monthly financial and operation report including the previous months:

- Recycling details including dollar values of the amounts sold;
- Asbestos register;
- Complaints register;
- Field Inspection sheets
- Fire log sheet

On a fortnightly basis, the contractor is to provide the Shire with the following;

- Fees collected;
- Drum muster declaration forms;
- Fortnightly Inspection Forms

On a weekly basis, the contractor is to provide the Shire with the following;

- Machinery pre-start reports

9.3 Community Complaints

The Contractor shall keep and maintain the complaints register which shall specify each complaint received. All information on the form **MUST** be collected. The hard copy sheets of complaints are to be attached to the monthly report.

A record of complaints taken regarding the operation of the depot will be maintained.

More information

BRRDS Complaint Form

9.4 Monitoring

The Shire of Waroona will undertake all statutory monitoring requirements.

9.5 Performance

The Contractors performance shall be assessed by the Shire based on the following criteria:

- Contractor staff adhere to the WHS guideline and operate with safe work practices.
- KPI / conformance criteria tabled in this document and as part of the quarterly audit;
- Contractor and staff conduct themselves in a professional manner;
- Contractor and staff are polite and helpful to the users of the facility;

- Contractor and staff performs duties in accordance with this operation plan, and as directed by the Shire;
- The site is maintained in a clean and tidy condition;
- Contractor provides records, report and recommendation in a timely and efficient manner;
- Complaints are kept to a minimum;

9.6 Record Keeping

The Shire will work with the Contractor to ensure the following records are kept at the legal address of the site:

- Incoming rubbish details by the waste records system
- records of inspections conducted by staff
- records of complaints received
- records of inspections by DWER
- records of situations where licence conditions have been breached and how the breaches were rectified
- plans of waste storage locations for future possible retrieval
- emergency response (contingency) plan and notification procedures
- closure and post closure management plans (when developed)
- copies of any site reporting
- evidence and outcomes of site reviews.

The above records shall be kept up to date and readily accessible for future and auditing reference.

9.7 Site Survey

Site survey of the landfill may be conducted on a regular basis by a consultant engaged by the Shire. Copies of these survey results will be given to the Contractor if and when required.


10. Final Closure/ Site Rehabilitation

Site rehabilitation, that is, the creation of the low permeable layer and sub base soil layer, placement of topsoil, mulching and vegetation planting, is not the Contractor's responsibility as part of the current Site management Contract.



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