Household Hazardous Waste Program

**Memorandum of Understanding between Parties**

**New HHW Permanent Facilities**

**2019 - 2023**

# The Parties

The Parties to the Memorandum of Understanding (MOU) are:

* The Western Australian Local Government Association (WALGA) and
* The Insert LG/RC name here.

# Background

The Household Hazardous Waste (HHW) Program has been running in various phases since 2008. The current phase of the Program will run for five years, from 2018/19 until 2022/23. The Program provides selected Local Governments and Regional Councils with funding to assist with the collection, storage and recycling/disposal of Household Hazardous Waste collected from members of public. The Program is administered by WALGA and is funded by the Waste Authority through the Waste Avoidance and Resource Recovery Account. Local Governments and Regional Councils contribute to the Program in many ways, including (but not limited to):

* Investing in infrastructure and equipment to ensure HHW Permanent facilities meet safety requirements for accepting and storing HHW.
* Provide staff to safely operate and maintain the Permanent HHW facilities.
* Participate in awareness/promotional campaigns for HHW.
* Participate in developing documents which form part of the HHW Program (e.g. input into reports, training or submissions).
* Allow non-residents of the particular Local Government/Regional Council to access the HHW facility.
* Accept all materials in scope as detailed in Appendix 2.

# Purpose, Scope and Terms of the MOU

The purpose of this MOU is to outline the roles and responsibilities of the Parties in relation to their involvement in the Household Hazardous Waste Program, to enhance cooperation between the Parties and facilitate the successful running of the Program.

The MOU cannot restrict any of the Parties in the performance of their functions or exercise of their legal powers and it has no authority in law. Notwithstanding this, WALGA and the Insert LG/RC name here agree that identifying the duties of each Party through the MOU will benefit all Parties as well as the general community who participate in the Household Hazardous Waste Program.

The MOU will remain in place from the date of signing to 30 June 2023, or until its replacement with a revised MOU or cancellation. The MOU may be cancelled by mutual agreement.

# Roles and Responsibilities

In seeking to fulfil the purpose of this MOU, WALGA agrees to:

* Collect and collate the records of all Local Government/Regional Council contributions to the HHW Program, including in-kind contributions (see Appendix 1) for input to HHW Program reports in aggregated form (not on an individual Local Government/Regional Council basis).
* Liaise with the HHW Program waste contractor and Local Governments/Regional Councils to establish safe and efficient systems for sorting and storing HHW at the Permanent HHW facilities in a manner that enhances opportunities for reuse/recycling of the material, and reduces transport and disposal costs.
* Organise meetings with the HHW operators to discuss and resolve operational issues.
* Organise training for Permanent facility staff to learn the safe acceptance, handling and storage of HHW materials.

The HHW Program will fund:

* The hiring of any bulk storage containers (e.g. battery drums, gas cylinder cages, fluoro or paint stillages) required on site for transport/storage of bulk HHW.
* The collection and transport of HHW from the Permanent facility by the Program contractor.
* The recycling/disposal of the HHW collected from the Permanent HHW facilities.
* HHW training to Permanent facility staff.

The types of materials that are covered under the HHW Program are listed in Appendix 2.

In seeking to fulfil the purpose of this MOU, the Insert LG/RC name here agrees to:

* Build a suitable HHW storage facility (please see Guidelines for the Design and Operation of Facilities for the Acceptance and Storage of Household Hazardous Waste for a detailed look at the requirements).
* The Insert LG/RC name here agrees to fund the operation and maintenance of the permanent HHW facility. This may include (but is not limited to) the activities listed in Appendix 1.
* Have your site licenced (either through a new licence application or amending existing licence) to ensure storage of HHW materials.
* Become a Paintback collection site (for public and business painters) and ensure your LG/RC takes all practical steps, such as participating in other product stewardship schemes, to reduce costs to the HHW Program.
* Maintain records of all contributions to the HHW Program, including in-kind contributions, using the activities list provided in Appendix 1. These records will be provided to WALGA at the end of each financial year (30 June), or on request, for input to HHW Program reports.
* Record and report to WALGA the percentage of time in each year that staff with HHW training were working at the HHW Permanent facility.
* Sort, store and aggregate HHW at the permanent HHW facilities in a safe and efficient manner that enhances opportunities for reducing transport and disposal costs. This will include working with the Program’s waste contractor to ensure the sorting and storage methods assist them to efficiently collect HHW.
* Permit public (including non-residents of the Insert LG/RC name here area) to deposit HHW at their Permanent HHW facility free of charge.
* Manage the acceptance of HHW materials to only include materials accepted through the HHW Program (see Appendix 2). Any materials that your site accepts outside of the accepted materials scope will not be paid for by the HHW Program and must be paid for by the Insert LG/RC name here. This includes ensuring materials from within your own organisation (i.e. chemicals from your Parks and Gardens department) are not accepted.
* Complete the Department of Water and Environmental Regulation’s Annual Census of Local Government Waste and Recycling Services in order to access the HHW Program funding.
* Attend and/or provide input to the HHW Operator meetings and/or the review of the terms of this MOU.
* Ensure that staff responsible for accepting, handling and storing HHW Permanent facilities are appropriately trained in the safe handling and storage of the HHW materials.
* Ensure that the HHW facilities are set up and operated to meet any legislative requirements and any relevant design and operational guidance for the storage and handling of HHW.
* Participate in promotional campaigns for the HHW Program.
* Ensure that any media statements, articles, and printed materials associated with the HHW Program (including advertisements, annual reports, newsletters, brochures, banners, posters and multimedia materials) must have the Waste Authority funding acknowledgement. Acknowledgements must include the Waste Authority logo in a prominent position (which must be obtained from the Waste Authority logo website) and must contain the words: *‘This Project is funded by the Waste Authority through the Waste Avoidance and Resource Recovery Account.’*
* Ensure any promotional activities undertaken by the Insert LG/RC name here for the HHW Program follow the Waste Authority's Acknowledgement Guidelines.
* Ensure the Insert LG/RC name here takes all practical steps, such as participating in product stewardship schemes, to reduce costs to the HHW Program.
* Materials collected by the Program are set out in Appendix 2. Priority 1 materials are the primary materials targeted by the Program. Priority 2 materials remain in scope subject to funding availability. WALGA will investigate and pursue alternative reuse, recycling and disposal options for collected materials. Following the conclusion of these investigations, Local Governments should make reasonable efforts to ensure that materials that can be managed on site in line with license conditions should be managed on site rather than managed through the Program.
* Ensure if there are any HHW related emergency events, WALGA is notified within 24 hours of the incident.
* Verify HHW collection invoices from your facility monthly.
* From time to time collect survey information as requested by WALGA (e.g. number of people dropping off HHW, or information on materials that are dropped off).
* Allow the HHW waste contractor, ChemCentre and auditors to access the site when required.

# Conflict Resolution

Should the Parties be unable to reach agreement on any matter in respect to the roles and responsibilities listed above, the conflict resolution process will be as follows:

* Each Party shall prepare a statement of its preferred position on the matter under dispute. This statement shall be exchanged between the Parties.
* Following consideration of the statements, a Party may choose to amend its statement, or the dispute may be resolved.
* If the dispute remains, the statements, as provided by the Parties, may be forwarded to an independent arbiter (agreed by the Parties) to make a determination on the matter
* The independent arbiter’s determination shall be final.

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| Signatures of Parties |

**Signed on behalf of the Western Australian Local Government Association**

Ms Ricky Burges

Chief Executive Officer

WALGA

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**Signed on behalf of the Insert LG/RC name here**

Insert CEO name

Chief Executive Officer

Insert LG/RC name here

# Appendix 1: List of activities which contribute to the HHW Program

Local Governments/Regional Councils will maintain records of all contributions to the HHW Program, including in-kind contributions, using the activities list provided below. WALGA will collect and collate the records at the end of each financial year (30 June) for input to HHW Program reports in aggregated form (not on an individual Local Government/Regional Council basis). This list has been developed in consultation with the Local Government/Regional Councils currently providing a permanent HHW facility.

NOTE:

* This list will be provided to Local Governments/Regional Councils in Excel spread sheet form to assist with record keeping.
* Additional activities may be added to this list by Local Governments/Regional Councils as appropriate.
* A Local Government/Regional Council is not required to undertake every activity listed.

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|  | **Activities that contribute to the HHW Program:** | **Costs to be included:** |
| **Administration** | Creating, processing, sending etc. of invoices | Staff time |
| Co-contribution reporting requirements | Staff time |
| Responding to public enquiries and complaints | Staff time |
| Management of HHW activities (i.e. Manager's time) | Staff time |
| Arranging pickup of HHW with contractor | Staff time |
| Insurance related to HHW storage facility (percentage attributed to HHW Program activities) | Policy costs  |
| Attendance at HHW Program related meetings | Staff time |
| Attendance at HHW handling and storage training | Staff time |
| Input into HHW submissions and documents | Staff time |
| Other misc. admin. activities (e.g. data entry) | Staff time |
| **Other administrative activities** (please specify) |   |
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| **Promotional Activities** | Updating of website | Staff time/Contractor time |
| Newspaper advertising - design of ads | Staff time/Contractor time |
| Newspaper advertising - placing of ads in newspapers | Printing costs |
| Flier/brochure advertising - design of fliers | Staff time/Contractor time |
| Flier/brochure advertising - printing of fliers | Printing costs |
| Flier/brochure advertising - distribution of fliers | Delivery costs |
| Other promotional activities(please specify) |   |
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| **Operation of Permanent HHW Facility** | Sorting and storing of HHW | Staff time |
| Maintenance/supply of First Aid equipment on site | Purchase of equipment |
| Maintenance/supply of PPE & safety equipment on site | Purchase of equipment |
| Vehicle use (percentage attributed to HHW Program activities) (e.g. forklift, truck, loader) | Staff time, operating costs and depreciation |
| Vehicle maintenance (percentage attributed to HHW Program activities) (e.g. forklift, truck) | Staff time, parts |
| Maintenance of permanent HHW facility | Staff time, parts |
| Cleaning of permanent HHW facility | Staff time, hire/use of equipment |
| Use of weighbridge for HHW activities | Staff time |
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| **Infrastructure Upgrades** | HHW Equipment | Purchase & install |
| HHW Related Signage | Purchase & install |
| Construction of New HHW Facility | Purchase & install |
| **PLEASE NOTE:** Staff time may be in-house or contracted staff; includes all salaries and overheads. |

# Appendix 2: List of the types of Household Hazardous Waste materials that are covered under the HHW Program

The HHW Program will fund the pickup, transport and recycling/disposal of the following materials from the nominated and agreed Permanent HHW facilities.

HHW materials accepted at the permanent HHW facilities **must be from households only** and will be restricted to a limit of 20kg or 20 Litres per material type.

**Materials from the following MUST NOT be accepted:**

* Commercial, business or industrial materials (for example fluoros from businesses, paint from painters or materials from home businesses, forklift gas bottles, chemicals from laboratories, specialised equipment/chemicals that wouldn’t be used in homes)
* Agricultural sources (for example farm chemicals)
* Veterinary sources
* Any materials from your own organisation (i.e. chemicals from your Parks and Gardens department, or your own operations)
* Any other materials that would not be used within households
* Or any materials that are more than 20kg or 20 Litres per material type.

HHW funding must be allocated in the first instance to the collection and disposal of Priority 1 materials. If the Waste Authority determines that a suitable alternative collection mechanism (such as product stewardship) is available for a material in the area where HHW services are provided, the material is out of scope for that region.

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| **HHW Materials accepted through the HHW Program** |
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| **Priority 1 Materials** |
| Acids (excludes hydrofluoric acid) |
| Acids - hydrofluoric |
| Aerosols - CFC based |
| Aerosols, flammable - paints and lacquers |
| Aerosols, flammable - pesticide |
| Alkali |
| Arsenic based products |
| Batteries – household handheld |
| Cyanides |
| Engine coolants and glycols |
| Fire Extinguishers - non halon |
| Flammable liquids - hydrocarbons and fuels |
| Flammable solids |
| Flares |
| Gas cylinders - other |
| Gas cylinders - propane |
| General household chemicals e.g. cleaners |
| Heavy metal compounds |
| Inorganic oxidising agents e.g. pool chlorine |
| Low level radioactive substances e.g. smoke detectors |
| Mercury - elemental |
| Organic peroxides |
| Paint - metal based |
| Paint - other including isocyanates and amines |
| Paint - solvent based, including resins and adhesives |
| PCB materials |
| Pesticides - non Schedule X |
| Pesticides - Schedule X |
| Solvents - halogenated |
| Toxics |
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| **Priority 2 Materials** |
| Paint - water based |
| Paint - recyclable |
| Fluorescent tubes and light fittings (CFL’s) |
| Non dangerous goods materials |

**Review of materials in scope:**

All parties to the HHW agreement (including participating HHW Program Local Governments/ Regional Councils, HHW Advisory Committee, Program coordinator/s and service providers) may initiate a review of the materials in scope by way of submission to the Waste Authority by 31 December in each year of the agreement. Submissions must include details and rationale of proposed changes. In the event of a submission for proposed changes to the scope of materials, the Waste Authority must complete the review by 30 March and any amendments to the materials in scope should take effect from 1 July in that year.