

**DEPARTMENT OF URBAN DEVELOPMENT  
GOVERNMENT OF UTTAR PRADESH**

Date: 24.02.2020

To,  
**The Registrar**  
National Green Tribunal  
Principal Bench  
New Delhi.

**Subject:** Action Taken Report in O.A. No: 136/ 2015

Hon'ble National Green Tribunal in above O.A. No: 136/2015 have ordered on 18.12.2019 to file an ATR on the issues on which directions have been issued by the NGT. The matter pertains to non-compliance of the Municipal Solid Waste Management Rules in Vrindavan of Nagar Nigam Mathura - Vrindavan due to poor solid waste management.

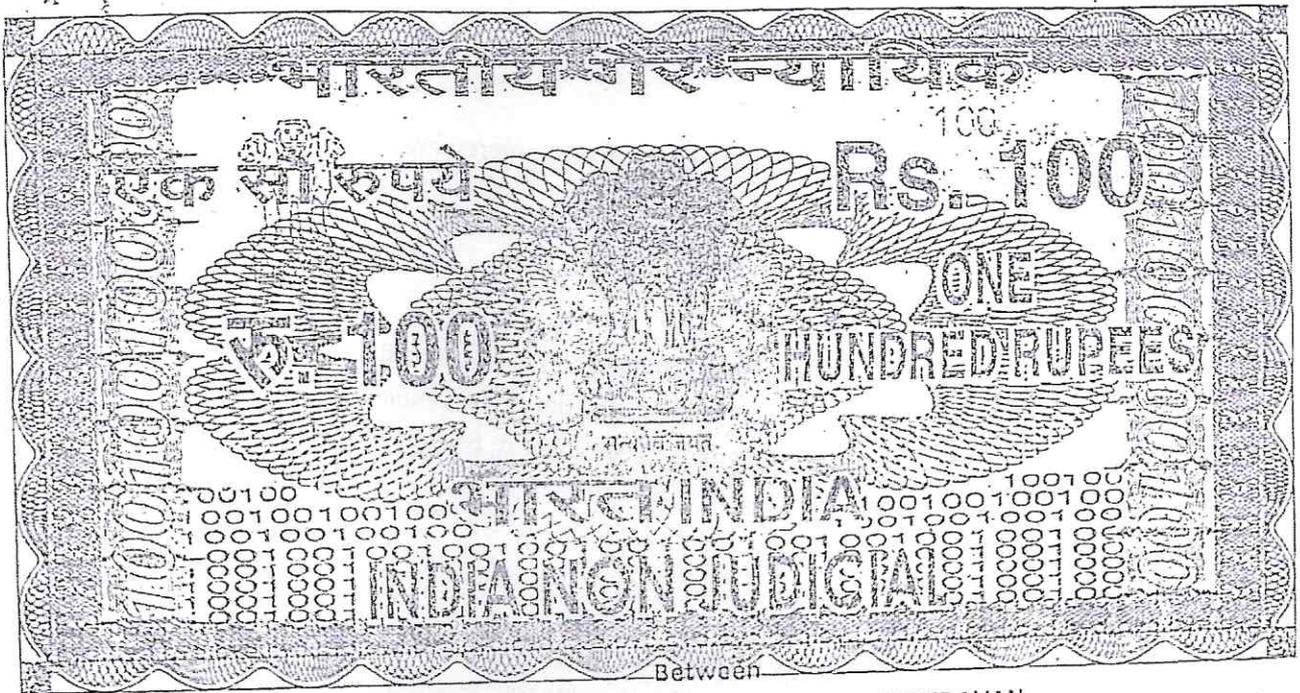
2. The point wise compliance status is as follows:

<b>Issues for Compliance as per order dated Dated – 18-12-2019</b>	<b>Compliance Status</b>
The report filed on 06.08.2019 by the CPCB shows that no adequate progress has been made for segregation and storage of recyclable waste (Plastic, glass etc.). The MSW site has not been developed scientifically. No proper arrangement for leachate collection and treatment is provided.	<ul style="list-style-type: none"><li>• Municipal Corporation Mathura Vrindavan has authorized an agency for Door to Door collection and transportation of waste by agreement dated 28 Aug 2018. <b>(Annexure-1)</b></li><li>• No fresh MSW is sent on the site in question on Mant Road and Nagar Nigam is processing the waste collected from the city by transferred to processing and landfill site situated at Nagla Kolhu, Mathura, where processing plant is established and all due NOC's have been granted by State PCB. <b>(Annexure-2)</b>.</li><li>• Municipal Corporation is also developing one material recovery facility for storage and processing of recyclable dry waste.</li><li>• Municipal Corporation is also developing one wet waste plant to process wet waste.</li><li>• Intensive IEC activities are being done for source segregation.</li><li>• A summary report progress made by Mathrua</li></ul>

	Nagar Nigam for ensuring sanitation and proper compliance of SWM Rules 2016 is attached herewith as <b>Annexure -3</b> .
On the significant issue of developing landfill site at Mant Road and bio-mining of the legacy waste, there is no meaningful compliance.	For treating the legacy waste dump at Mant road, Mathura Municipal Corporation prepared an action plan as per CPCB guideline (March 2019) regarding treatment of legacy waste. The work of treatment of legacy waste at site has already being started on ground. The work is scheduled to be completed by May 2020. A status and report regarding this is attached herewith. ( <b>Annexure-4</b> ).
Status of disciplinary action against erring officials.	As submitted before this Hon'ble Tribunal in last report dated 16.12.2019, the state government has already initiated departmental proceeding against the erring official and some more time is required to conclude the same.



(**Deepak Kumar**)  
Principal Secretary  
Department of Urban Development



उत्तर प्रदेश UTTAR PRADESH

MUNICIPAL CORPORATION OF MATHURA VRINDAVAN

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Its authorized Officer on this behalf which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of the First Party

And

Envirozone Instruments & Equipment having office at 304, Nitika Tower-I, Azadpur Commercial Complex Delhi-110033 (Hereinafter referred to as "SECOND PARTY"), which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of the OTHER PART,

AND

Project for Solid Waste Management In One Zone/ 9 Wards of Vrindavan city under the Jurisdiction of Municipal Corporation on "PPP" Model, iDesign, Built, Finance, Operate and Transfer (DBFOT) of Integrated Municipal Solid Waste Management "Door to Door Collection of MSW and Processing of Bio-degradable substance, Fruit Veg, Waste, Hotel waste and Flower waste In to the Compost for five years at Vrindavan"

Department of Environment Management Services (D.E.M.S)  
Municipal Corporation of Mathura Vrindavan

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This Concession Agreement mutually agreed and entered into on this 28<sup>th</sup> day of August 2018 at Mathura,

BETWEEN

Municipal Corporation of Mathura Vrindavan, a body constituted under the U.P Municipal Corporation Act referred to as "MVMC" or "the Concessing Authority" which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and assigns);

AND

Envirozone Instruments & Equipment having office at 304, Nitika Tower-I, Azadpur Commercial Complex Delhi-110033, a company incorporated under provisions of the Companies Act, 1956, hereinafter referred to as "Second Party" which expression shall unless repugnant to the context include its successors and permitted assigns, OF THE OTHER PART.

WHEREAS,

- A. MVMC is the municipal corporation for Mathura Vrindavan responsible for providing municipal and civic services, which includes the collection, transportation and disposal of Municipal Solid Waste generated in the city. MVMC currently disposes the collected Municipal Solid Waste at designated waste processing site at Naglakolhu which are, however, inadequate to handle the increasing quantity of Municipal Solid Waste generated in the city.
- B. The Ministry of Environment and Forests (MoEF), Government of India (GoI), has formulated the Municipal Solid Wastes (Management and Handling) Rules 2016 ("MSW Rules"), which makes it mandatory for every municipal authority to implement a scientific solid waste management system wherein the Municipal Solid Waste is duly processed and the residual inert/non-biodegradable solid wastes disposed in an Engineered Sanitary Landfill (as hereinafter defined).
- C. MVMC, after evaluating the aforesaid Proposals accepted the Proposal submitted by the Concessionaire and issued Letter of Acceptance No. Memo/JMC O/NNMV dated 18.08.18 to the Concessionaire for developing the Project.
- D. The Parties hereto are required to enter into the Concession Agreement being these presents to record the terms, conditions and covenants of the Concession.
- E. The second part will be responsible for any stamp paper/revenue loss to the government the second party is liable to full the same.

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- F. Any clause in the agreement may be amended, deleted, modified at the sole discretion of Municipal Commissioner Nagar Nigam Mathura Vrindavan.
- G. The second party will be liable to follow SWM2016 in letter and spirit and guidelines of CPCB,SPCB and orders passed by NGT from time to time.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1. Background

Mathura Vrindavan Municipal Corporation (MVMC) has an objective of providing Municipal Solid Waste Management services in 9 wards of Vrindavan Zone including all the Temples, Ashrams, Commercial and Institutions Group Housing Scheme including door to door collection of waste, transportation and processing of municipal solid waste generated in the Vrindavan.

2 Work Description:

Second Party will be responsible for door to door collection from the all residences, temples, ashrams, hotels, schools /colleges, institutions and commercial markets for the purpose of waste collection, he will arrange necessary infrastructure, vehicles and manpower. Second Party will deploy GPS system in all the vehicles for proper monitoring system during the collection and transportation of waste from primary to secondary collection point and in final disposal from secondary collection point to dump site at allotted land for processing, all the covered vehicles will be used during the collection and transportation of waste, Second Party will ensure that all workers engaged in collection of waste will be well dressed, safety tools and kept I. Card during the handling of waste.

3 Objective:

The main objective to introduce this system along with private developer has been the implementation of SWM rules-2016. The other objectives related to create awareness towards overall conditions of health of the residents and hygiene of the city. It also aims at improving environment by timely collection of waste from every residence/shop/institution on daily basis. Reduction in the number of placing big containers at certain spot will eventually help in less number of stray animals moving around container spots and will also will reduce air and water pollution due to filthy smell and overflowing of semi-liquid waste.

4 Strategy to be used to achieve the objectives:

- Selection of type of vehicle based on the width of existing road.
- Coverage of number of residences on each route - between 500 and 800.
- Strengthening the existing system of garbage collection.
- Creating public awareness by one-on-one and group meetings.
- Drivers and "Swachchhta Mitra" are provided with uniforms, safety tools & identity Cards, with each vehicle.

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- f) Concession period of this project is kept as five years keeping in mind the useful life of vehicle and recovery of the investment by the agency.
- g) All the pick-up vehicles are equipped with proper alarm system to let the residents know of their arrival at the door step regularly between 7:00 am to 1.00 pm.
- h) Facility of second shift is scheduled for collecting waste from commercial units during 4.00 pm to 10.00 pm daily in each zone.
- i) The system operates 365 days in a year with no holidays.
- j) Creating Public Awareness through various campaigns has been made the part of agency's responsibilities.
- k) Centralized complaint management system is set up at the Head office of MUNICIPAL CORPORATION & Contractor's office with modern communication facilities.
- l) Provision for segregated waste collection (Dry & Wet).

#### 5 Time Schedule:

The Second Party shall adhere to the time schedule set out in the table below or as decided by the Mathura Vrindavan Municipal Corporation administration for implementation of the MSWM. The Second Party shall also ensure additional cleaning requirement on festival and other contingency caused by rain and other natural disasters requiring appropriate garbage and other clearing.

S. No	Activity	Time Schedule
1.	Door to Door Collection a) Housing area b) Commercial and institutional area	6 to 10 AM 10.30 to 11.30 AM
2.	Door to Door Collection a) From Temples b) From Ashrams	12 AM to 2 PM. 9 PM to 10.30 PM 7 to 10 AM
3.	Markets. (Two shift)	7.30 AM to 12.30 PM 4 PM to 8 PM
4.	Parks and other than specified.	Daily
5.	Cleaning of Nali/ Nalas and removal of sludge/silt	Daily

#### 7 Door to Door Collection:

As per the Municipal Solid Waste (Management and Handling) Rules 2016, notified by the Ministry of Environment and Forests, Government of India, Municipal Corporation Mathura Vrindavan, introduced Door-to-Door Garbage collection system from July-2018, on PPP Mode. The garbage from residential/temples/ashrams/institutional and commercial area is directly collected from the door-step by specially designed closed body vehicles. All the residential, commercial and institutional area covered by Door-to-Door Garbage collection system, entire generated waste of the city will be collected under the

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proposed system. In the Door to Door Garbage Collection system all the covered vehicles will be used and equipped with GPS monitoring system from the day one, the list of required vehicles enclosed as annexure-1

Second Party will deploy sufficient manpower in door to door collection one employ will cover maximum 200 household. Waste collector knocks on each door or rings doorbell and waits for waste to be brought out by resident. Developer will use motor powered vehicles like TATA-S covered body, one vehicle will cover maximum 500 to 800 household. In the 9 wards of Vrindavan zone. Road having width less than 6 meter, these roads can be covered by Bolero Pick-up, container capacity 2.0-2.8 cubic meters or the covered handcarts but its carrying capacity should not more than 150 Kg. A laborer can push 150 kg of waste in a well-designed and maintained cart.

#### 8. Secondary transportation:-

Waste transportation is being carried out with the help of dumper trucks, container lifting vehicles, refuse compactors and other covered transportation vehicles. The collected waste is transported from the secondary collection point as designated by the Municipal Corporation. From the secondary collection point Second Party may create segregation facilities to store the recyclable from his own cost. Second Party will transport entire waste from the covered dumper trucks daily before 6 PM and sanitize the all collection station. The used trucks, dumper truck should be fully covered with plastic/tarpaulin sheets during transportation, the list of required vehicles enclosed as annexure-1

#### 9. Sustainability:

User charges, sale of recyclable waste and compost are the sources of revenue in the proposed plan. Recyclable waste is sold to local vendors and compost produced is sold to the bulk buyers and nurseries within and this model firmly focuses on the "polluters pay" principle and thus households are charged. Municipal Corporation will provide full support to contractor/developer in collection of user charges. The list of user charges enclosed along with the document as Annexure-1 with the RFP Document.

#### 10. GPS Tracking and Monitoring System for Garbage Collection and Transportation

##### 10.1 Vehicles

The Mathura Vrindavan Municipal Corporation manages the waste management facilities in all 9-ward of Vrindavan Zone on PPP Mode. For the betterment of waste management facilities in Vrindavan zone has taken the initiative for new project named as "MoVe"(Monitoring of Garbage Vehicle Tracking System). The aim of the project is compliance of Solid Waste Management and Handling Rules-2016 under Swachh Bharat Mission, to provide better facilities and services for citizens of Vrindavan zone. Mathura Vrindavan Municipal Corporation is using GPS Vehicle Tracking and Monitoring System, the proposed system will be developed by the private operator from his own cost for online real-time monitoring of garbage, vehicle movement and effective enforcement through a web based Vehicle Tracking and Monitoring System.

#### 11. Collection and Transportation Equipment:

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Second Party, at its sole cost and expense, arrange to furnish, all trucks, equipment, machines, and labor which are reasonably necessary to adequately, efficiently, and properly collect and transport garbage from Customers serviced by Contractor in accordance with this Agreement. Collection of Solid Waste shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak nor scatter any waste within the limits of the City nor while in route to the Disposal Site. All motor vehicles used in performance of the obligations herein created shall not be older than four years and shall be clearly marked with the Second Party's name, telephone number and unit number legible from 150 feet. No advertising shall be permitted on vehicles. All collection equipment shall be maintained in a first class, safe, and efficient working condition throughout the term of this Agreement. Such vehicles shall be maintained and painted as often as necessary to preserve and present a well-kept appearance, and Second Party shall have a regular preventative maintenance program. City may inspect Second Party's vehicles at any time to insure compliance of equipment with this Agreement. Vehicles are to be washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a month. Such vehicles shall be washed and painted or repainted as often as necessary to keep them in a neat and sanitary condition.

## 12. Objective of the project

The purpose of this Project is to create an efficient and effective collection, storage and transportation system for MSW Waste Mathura Vrindavan Municipal Corporation. The main objectives of the project are:

- a. Sorting at / or as close to the source of waste generation as possible, into two categories - Biodegradable MSW, and Recyclables and Non-biodegradable MSW
- b. Adherence to the MSW Rules 2016 and its subsequent amendments.
- c. Containerization (covered), colour coding for MSW collection and transportation.
- d. Minimizing displacement of existing formal and informal workers.
- e. To improve the people's attitudes to and perceptions of solid waste problems and their capacity to participate in solid waste management
- f. To find solutions for waste management through community participation in establishing environmentally and economically sustainable waste management systems with the help of NGOs, CBOs and RWAs
- g. To ensure that lessons learned provide useful inputs in designing the overall strategy for the city
- h. To promote the recycling and reuse for selected streams of waste
- i. Training program /workshops for the capacity building of staff, dealing with the SWM is to be organized by contractor/developer and Mathura Vrindavan Municipal Corporation

## 13. Scope of Work of First Party

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- a) The First Party will authorize Second Party to collect and user fee. The approved user charges are annexed as Annexure A. The authorization letter format is annexed as Annexure B.
- b) The First Party will authorize Second Party to sell compost, dry and recyclable waste to fertilizer companies/farmers/individual/online, etc. The authorization annexed as Annexure C.
- c) The First Party will provide vehicles in good working conditions and other equipment as per Annexure D.
- d) The first party will hand over all assets like vehicles, equipment to second party and in future any assets acquired by first party like vehicles, equipments etc will be handed over to second party to give effective and efficient services.
- e) First part will run the awareness campaign at its own cost.
- f) The First Party will provide space for parking of vehicles free of cost
- g) The First Party will provide land for disposal of inert waste
- h) The First Party will provide support to the Second Party in obtaining timely approvals, permissions from the prescribed authority if any
- i) The First Party will hand over the waste collection/ storage assets, dhalow/ parking stations/ service stations etc. to the Second Party.
- j) A minimum locking period will be of three years from the date of signing the agreement.
- k) The First Party will provide services workshop free of cost.
- l) The First Party will provide all possible and justified cooperation to the Second Party for ensuring effective operation of the services
- m) The First Party will ensure that no public nuisance, strike or protest will crop up because of the services rendered under the contract obligations and support the second party to resolve any labour union related issues.
- n) The First Party will penalize defaulters who fail to pay user fee against the services rendered to them.
- o) A penalty which shall be at the discretion of MC could be imposed on the second party if found deficiency in services.

#### 14. Scope of work of Second Party

- a) The Second Party will do Door to Door collection of segregated waste from houses, shops, thelas, hotels, hospitals (only organic waste), Institutes, ashrams, industries, Govt. and Pvt Offices, etc. of 9wards of 1 zones of Vrindavan.
- b) The Second Party will educate all households, commercial establishments, Government offices, shops, thelas, industries, hospitals, schools, Institutes, etc. to keep 2 bins green for wet and blue for dry waste.
- c) The Tender Documents will become integral part of this agreement.
- d) The Second party will collect, transport and process the MSW from all the waste generators like houses, shops, thelas, hotels, hospitals (only organic waste), Institutes, ashrams, industries, Govt. and Pvt Offices, etc.
- e) The total waste generated from all sources to be collected by Second party is as follows:-

S. No.	Category	Estimated waste quantity in MT

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1.	Residential Waste	20 MT
2.	Commercial and Institutional waste	10.00
3.	Garden and Horticulture waste	05.00
4.	Flower Waste	05.00
5.	Raw dung from cowshed	10.00
6.	Road Sweeping	15.00
7.	Silt	04.00
	Total waste Generation (Approx.)	69.0 T /Day

- f) The Second party will setup a dedicated call centre for this project.
- g) The Second Party will ensure timely removal of waste
- h) The Second Party will use refuse compactor to reduce the volume of organic waste
- i) The Second Party will transport waste to processing plant
- j) The Second Party will ensure that no pilferage of any waste during handling and transportation of waste to the designated waste processing and disposal site
- k) The Second Party will deploy manpower for door to door collection, transportation, processing, etc
- l) The Second Party will make sure that all workers engaged in collection of waste will be well dressed, safety tools and kept I. Card during the handling of waste.
- m) The Second Party will be responsible for all statutory compliances like PF, ESI, minimum wages, etc.
- n) The Second Party will be responsible to pay salaries to all the employees.
- o) The Second Party will deploy GPS Vehicle Tracking and Monitoring System from his own cost for online real-time monitoring of garbage, vehicle movement and effective enforcement through a web based Vehicle Tracking and Monitoring System.
- p) The Second Party will be responsible to maintain own vehicles and the vehicles provided by the First Party
- q) The Second Party will bear all expenses like fuel, salaries, maintenance, etc.
- r) The Second Party will be responsible for collection of approved user charges from residential, commercial establishments, hotels, restaurants, offices, shops, hospitals, Institutions, fruit and vegetable mandi etc. against the services of door-to-door collection and transportation as per the user charges defined by NNMV.
- s) The Second Party will be responsible to run the organic waste processing plant.
- t) All expenses towards running the processing plant will be borne by the Second Party.
- u) The Second Party will have rights to sell all recyclable non-organic waste
- v) The Second Party will have rights to sell all the compost
- w) The Second Party will have rights to sell any other by product
- x) Overall System of Collection, Transfer and Transportation.
- y) Removal of waste from the Project Area prior and/or after, in an emergency situation of the MUNICIPAL CORPORATION such as any public meeting, Government functions and any other occasion festivals etc., or during the night timings on Instructions from MUNICIPAL CORPORATION within 2 (two) hours on receipt of Instructions
- z) Collection of street waste swept and deposited at collection points by the Second Party to the processing site.
- aa) Provide separate transportation of waste generated from vegetable/ fruit markets and fish markets/chicken shops and provide such separate fleet as and when required by the Municipal Corporation Mathura Vrindavan from time to time for other generators.

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- bb) The Second Party will comply with any other direction given by the Municipal Corporation Mathura Vrindavan time to time.
- cc) The Second Party has to carry out their duty 365 days throughout the year.
- dd) Second Party workers (Safal Karmchari) will not perform any private work during the working hours. If any worker found doing private job during the working hours then agency will be fined for Rs 1000.00 (One Thousand) per day per worker.
- ee) The Second Party worker will work in proper dress with duly attested ID Card. In case worker found without dress and ID card then agency will be fined for Rs. 100.00 per day per worker.
- ff) In case of workers strike last for more than a day then agency will be fined for Rs. 5000.00 (Five Thousand) per day. If agency worker don't perform their duty continuously for 7 (Seven Days) days then Municipal Corporation Mathura Vrindavan has the right to seize the performance security and right to cancel the agreement.
- gg) Second Party will be liable to remove the silt, digged out by Municipal Corporation Mathura Vrindavan employees from the drains (Nale, Nalee) within 36 hours in summer and in 24 hours in rainy season.
- hh) Second Party has to ensure that MSW will not touch the ground once collected from house hold. MSW should be carried using proper channel that is through covered rickshaw bins and compactor vehicle and finally from trucks /compactor to waste processing site.
- ii) Second Party will also be responsible for removing Road/ street sweeping waste from roads side after sweeping the road by the municipal workers.
- jj) Second Party will make effort that all containers in the residential area are removed gradually because those containers will be of no use after the implementation of the plan.
- kk) Following activities shall not form as part of the scope of work of the Bidder:
- Collection and transportation of Medical waste
  - Road Sweeping
  - Dead animals handling

#### 15. Vehicles & Equipment

The Second Party shall design the door-to-door collection and transportation in line with project implementation and operations plan under and in accordance with the provisions of an agreement (the "Agreement") and procure all vehicles equipped by GPS system, bins and equipment's as per the design and plan. Maintenance of will be made by bidder on his own cost as directed in Municipal Solid Waste (Management and Handling) Rules 2016.

From Secondary collection point MSW will be transported to disposal point by the Second Party from the covered vehicles.

The Second Party shall inter alia deploy manpower and operate and manage the 'door to door collection and transportation of MSW up to waste processing site and process the organic waste and bear all cost of operation and maintenance of the proposed/procured vehicle, equipment's during the Agreement Period. The Bidder will also provide a uniform to its all deployed manpower according to the direction of the Municipal Corporation Mathura Vrindavan.

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## 16. Processing Facilities

Second Party will develop waste management facilities to process generated bio-degradable waste through controlled AEROBIC Bio-composting process as per norms. Municipal Corporation will provide 2.5 acre land on lease to Second Party for segregation of waste and to process bio-degradable waste. Second Party will establish Compost plant to process waste and other facilities from his own resources. Municipal Corporation will not provide any financial assistance to Second Party in arranging plant and machinery or any other facility relating to waste processing.

Second Party will submit detailed lay-out plan including draying and list of plant and machinery for processing like compost, vermin compost and disposal plan of recyclable materials for getting approval from the Municipal Corporation.

## 17. Pollution Clearances

Second Party will obtain NOC from the State Pollution Control Board before commissioning the waste treatment facilities in due time (within three months) Municipal Corporation will provide only requisite support to developer /contractor in obtaining Clearances from the State Pollution Control Board or from other departments.

## 18. Grants

If any grant assistance is available for setting compost plant Second Party can obtain grant /assistance from his his own. Municipal Corporation will provide only requisite support to developer /contractor in obtaining grant. Contractor /developer will not mortgage provided land in any case.

## 19. Project Financing

The cost would be recovered from the user charges fee quoted by Municipal Corporation. The user charges fee shall be collected by the contractor /developer and will be shared with the Municipal Corporation.

## 20. User Charges

Municipal Corporation Mathura Vrindavan shall levy and appropriate User Charges as per provision of Concession Agreement. The Second Party shall be responsible for collection of User Charges on behalf and under the Municipal Corporation Mathura Vrindavan of Municipal Corporation Mathura Vrindavan which will be deposited in an Escrow Account jointly maintained by Municipal Corporation Mathura Vrindavan.

## 21. Payment Terms & Conditions:

- The Second Party will collect approved user charges from residential, commercial establishments, hotels, restaurants, offices, shops, hospitals, institutions, fruit and vegetable mandi etc. against the services of door-to-door collection, transportation and processing as per the user charges defined by NNMV.
- The Second party will collect user charges as defined by NNMV as per Annexure A and there will be no royalty payable on user fee and manure sale to NNMV for 12 months from the date of signing the agreement. Second Party agreed to pay royalty of 10% of the collected amount to the First party from second year till the concession period. The Second party will pay royalty to First Party on the sale of manure @Rs 255/- per

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metric ton for the quantity of manure sold to first party from the date of signing the agreement.

- c) MVMC shall authorize to Concessionaire for collection of user charges on behalf of MVMV.
- d) Second party will submit fortnightly user fee collection report along with copy of receipts to NNMV, the same can be audited by the first party, in case of default by second party, first party may penalize the second party at the sole discretion of MC NNMV.

NOW THEREFORE this Agreement witnessed that in consideration of the mutual covenants and agreements herein contained the parties hereto do hereby covenant and agree with each other as follows:

(1) Operating assistance:

During the term of this Agreement, First Party shall furnish to the Second Party such continuing advice and guidance as is from time to time reasonably required by the Second Party in the sole judgment of First Party with respect to the planning, opening and operation of the project, including consultation and advice regarding:

- a) training of employees;
- b) formulation and implementation of advertising and promotional programs;
- c) improvements to the system

(2) The Second Party:

The Second Party agrees to operate the project strictly in accordance with the terms and conditions of the First Party. Without limiting the generality of the foregoing, the Second Party agrees as follows:-

- i. To operate the project with due diligence and efficiency in an up-to-date, quality and reputable manner
- ii. The Second Party shall devote their full time and attention to the establishment, development and operation of the project
- iii. Ensure that he deploys trained and competent employees who are technologically sound and possesses adequate knowledge;
- iv. Not use the name of the First party in any manner either for credit arrangements or otherwise. It is agreed that the First party shall not in any way be responsible for the debts, liabilities or obligations of the Second Party and/or his employees or agents or servants;
- v. Ensure that his employees while on the premises of the First party or while carrying out their obligations under this Agreement, observe the standards of cleanliness, decorum, safety and general discipline laid down by the First party or its authorized agents and the First party shall be the sole judge as to whether or not the Second party and/or his employees have observed the same;
- vi. The Second Party and personnel deployed by it shall at all times maintain the strictest secrecy about information pertaining to the First party in their possession and/or to which they might have access by virtue of this Agreement

(3) Branding:

There will be a joint branding of NNMV and Second Party

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- On all the Banners and Posters used for IEC activities in Mathura.
- On all the vehicles used for door to door collection of waste and transportation
- On all the cycle rickshaws used for door to door collection of waste
- On Processing Plant and plant site
- On Packing of Compost
- On packing of any other by products

(4) Performance Bank Guarantee:

The Second Party will submit Performance Guarantee of Rs. 500000.00 (Five Lakhs) in favor of Municipal Commissioner, Municipal Corporation Mathura in term of FDR/ Bank Guarantee only from any Scheduled Bank on the prescribed Performa of Municipal Corporation. The bank Guarantee should be valid tenure of contract.

(5) Force Majeure

As used in this Agreement, the expression "Force Majeure" or "Force Majeure Event" shall mean occurrence in India of any or all of Non-Political Event, Indirect Political Event and Political Event, if it affects the performance by the Party claiming the benefit of Force Majeure (the "Affected Party") of its obligations under this Agreement and which act or event (i) is beyond the reasonable control of the Affected Party, and (ii) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (iii) has Material Adverse Effect on the Affected Party.

5.1 Non-Political Event

A Non-Political Event shall mean one or more of the following acts or events:

5.1.1 act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionizing radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Site);

5.1.2 strikes or boycotts (other than those involving Contractors, or their respective employees/representatives, or attributable to any act or omission by any of them) interrupting supplies and services to the Project for a continuous period of 48 (forty eight) hours and an aggregate period exceeding 10 (ten) days in an Accounting Year, and not being an Indirect Political Event;

5.1.3 any failure or delay of a Contractor but only to the extent caused by another Non-Political Event and which does not result in any offsetting compensation being payable to the Concessionaire, by, or on behalf of such Contractor;

5.1.4 any judgment or order of any court of competent jurisdiction or statutory authority made against the Concessionaire in any proceedings for reasons other than

(a) Its own failure to comply with any Applicable Law or Applicable Permits, or

(b) On account of its own breach of any Applicable Law or Applicable Permit or of any contract, or

(c) Enforcement of this Agreement, or

(d) Exercise of any of its rights under this Agreement by the Government;

5.1.5 The discovery of geological conditions, toxic contamination or archaeological remains on the Site that could not reasonably have been expected to be

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discovered through a Site Inspection; or  
5.1.6 Any event or circumstances of a nature analogous to any of the foregoing.

## 5.2 Political Event

A Political Event shall mean one or more of the following acts or events by or on account of any Government Instrumentality:

- 5.2.1 Compulsory acquisition in national interest or expropriation of any Project facilities or rights of the Concessionaire or of the Contractors;
- 5.2.2 Unlawful or unauthorized or without jurisdiction revocation of or refusal to renew or grant without valid cause, any clearance, license, permit, authorization, no objection certificate, consent, approval or exemption required by the Concessionaire or any of the Contractors to perform their respective obligations under this Agreement and the Project Agreements; provided that such delay, modification, denial, refusal or revocation did not result from the Concessionaire or any Contractor's inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, license, authorization, no objection certificate, exemption, consent, approval or permit;
- 5.2.3 Any failure or delay of a Contractor but only to the extent caused by another Political Event and which does not result in any offsetting compensation being payable to the Concessionaire by or on behalf of such Contractor; or
- 5.2.4 Any event or circumstance of a nature analogous to any of the foregoing.

## 5.3 Duty to report Force Majeure Event

5.3.1 Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other Party forthwith. Any notice pursuant hereto shall include full particulars of:

- i. the nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Article 8 with evidence in support thereof;
- ii. the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement;
- iii. The measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and
- iv. Any other information relevant to the Affected Party's claim.

## 5.3.2

The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event not later than 7 (seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.

## 5.3.3

or so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) reports containing information and, such other information as the other Party may reasonably request the Affected Party to provide.

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## 22. Termination:

- 22.1 Without prejudice the First Party shall at its sole and absolute discretion, be entitled to terminate this Agreement forthwith by written notice if:
- In the opinion of the First Party (which shall not be called in question by the Second Party and shall be binding on the Second Party) the Second party fails or refuses to implement this Agreement to the First party's satisfaction;
  - the Second Party commits a breach of any of the terms and conditions of this Agreement;
  - the Second Party is adjudged as insolvent or a compromise is entered by him with his creditor or if distress or execution or other process is levied upon or a receiver is appointed of any part of the assets or property of the Second Party;
  - for any reason whatsoever the Second Party becomes disentitled in law to perform his obligations under this Agreement;
  - there is any variation in the ownership/partnership or management of the Second Party of his business without the prior approval in writing of the First party to such variation;
  - If Second Party shall institute any proceeding under any statute or otherwise relating to insolvency or bankruptcy, or should any proceeding under any such statute or otherwise be instituted against the Second Party;

22.2 The Second party can terminate the contract by giving the written notice of three months and completing all projects in hand and collecting all payments from the clients.

22.3 It is hereby declared that the Second Party is for the purposes of this Agreement an independent Second Party and all persons employed or engaged by the Second Party in connection with his obligations under this Agreement shall be the employees of the Second party and not the First party.

22.4 Neither the First party nor Second party shall be considered in breach hereof or in default if it fails to perform or observe any or all of the terms of this Agreement resulting directly or indirectly, such as, but not limited to acts of God, Civil or Military authority, acts of Government, acts of Public Enemy, war, riots, explosion, earthquake, flood, storm, lightning strike, etc. In such a case either Party shall notify the other party of the occurrence of such cause and should as a consequence, the performance under this Agreement be prevented for a period longer than six months, then the other party shall have the right to terminate this Agreement.

## 23. Restrictive Covenants And Trade Secrets

The Second Party covenants and agrees that, during the term of this Agreement and any renewal period thereof, the Second Party shall not, without prior written consent of First Party, either individually or in partnership or jointly or in conjunction with any person firm, association, syndicate or corporation, as principal, agent, shareholder or in any manner whatsoever, carry on or be engaged in or be concerned with or interested in or advise, lend money to, guarantee the debts or obligations of or permit their names or any part thereof to be used or employed in any business operating in competition with or similar to the Partnered Business or franchising businesses similar to the Partnered Business.

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जय विद्या मन्दा-वृद्धावन

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Authorized Signatory

24. All notices under this Agreement shall be in writing and shall be served either by hand delivery or by sending the same by registered post addressed to either party at the last known place of business and in proving the servicing of such notice, it shall be sufficient to show that the same has been received in person or properly addressed by registered post.

25. DISPUTE RESOLUTION  
All the disputes regarding the non-performance of the duties of the selected second party will be referred to the MUNICIPAL COMMISSIONER of MUNICIPAL CORPORATION and the decision of the Municipal Commissioner regarding the disputes will be final and acceptable to both the parties

In witness whereof the, parties have executed and delivered this agreement as of the date first above written.

Signed sealed and delivered

For and on behalf of MVMC by:

(Signature)

(Name)

(Designation)

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नगर निगम मथुरा-वृन्दावन  
मथुरा

For and on behalf Envirozone Instruments & equipment by:

(Signature)

(Name) Omkar Singh Sirohi  
Authorised Signatory

(Designation) Project Head

In the presence of :

1) [Signature]  
[Signature]

2)

[Signature]  
Tanni Sharma

[Signature]





Directorate of Environment

Dr. Dhirm Rao Ambedkar Paryavaran Pari

Vineet Khand-1, Gomti Nagar, Lucknow-

Phone : 91-522-2300541, Fax : 91-522-2300542

E-mail : up.seiaa@yahoo.com

Ref. No. 438/SEAC/2008/2008

Date 20.3.2009

To,  
Shri V.P. Singh,  
General Manager,  
Construction and Design Services,  
U.P. Jal Nigam, 2, Lal Bahadur Shastri Marg,  
Lucknow-226001.

Sub.: Regarding Environmental Clearance for Solid Waste Management Scheme in Mathura.

Dear Sir,

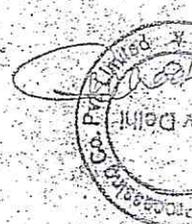
Please refer to your letter No. 227/G-2-07/26 dated 24/05/2008 addressed to the Member Secretary, State Level Environment Impact Assessment Authority, UP and letter no. 304/G-2-10/01 dated 30-06-08 addressed to the Director, Directorate of Environment on the subject as above. The State Level Expert Committee has considered your application and has been given to understand that:

- (1) The Environmental clearance is sought for development of sanitary land fill and composting at near S.T.P, Baldev Road, Tehsil Mathura, District Mathura.
- (2) The proposed project is spread over an area of 27 acres.
- (3) The proposed compost plant will be designed to process 100 TPD of Municipal Solid Wastes.
- (4) During the presentation the project proponent made a detailed presentation on the Environmental Impact of the project, response to the Additional Terms of References provided to the project proponent, compliance to the Municipal Solid Waste Handling Rules, 2000 and the Environment Management Plan.
- (5) All the recommendations made in the Environment Impact Assessment Report must necessarily be implemented and the project should comply fully with the Municipal Solid Waste Handling Rules, 2000.

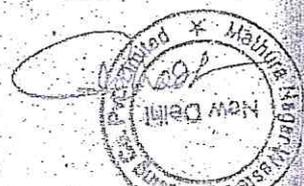
Based on the recommendations of the State Level Expert Committee the State Level Environment Impact Assessment Authority has decided to grant the Environmental Clearance to the project to the effective implementation of the following conditions:

a. General Conditions:

1. It should be clearly specified that the project proponent would ensure that all the standards related to ambient air quality and emission/effluent standards as prescribed by MoEf are strictly complied with.
2. The project proponent will have to ensure that they obtain No Objection certificate from the U.P. Pollution Control Board before start of construction.
3. The proposed land use should be in accordance to the prescribed land use.
4. Proper operation & maintenance of the project shall be ensured after construction phase. Conditions and guidelines for operation and penalties for non-compliance should be specifically prescribed.



5. Information with respect to this clearance & other related documents shall be communicated by the project proponents to the concerned agencies (other than SEIAA and SEAC) as prescribed in the EIA notification No. SO 1533(E) dated 14/09/2006.
  6. In addition to the proposed compensatory plantation (3 Trees planted for every tree cut) it shall be ensured that 33% of total lands in the project areas are planted with shade giving and ecologically friendly trees.
  7. A specific waste collection and transportation system should be ensured for conveying the waste scientifically and in a safe manner to the proposed MSW landfill site.
  8. Leachate should be collected and disposed in a manner such that it may not contaminate the ground water.
  9. The general conditions attached to the list of the proposed activities requiring environmental clearance as given in gazette notification dated 14/09/06 issued by Govt. of India and which read as follows should be strictly complied with: "Any project or activity specified in Category 'B' will be treated as Category A, if located in whole or in part within 10 km from the boundary of: (i) Protected Areas notified under the Wild Life (Protection) Act, 1972, (ii) Critically Polluted areas as notified by the Central Pollution Control Board from time to time, (iii) Notified Eco-sensitive areas, (iv) inter-State boundaries and international boundaries." Should not be violated." In case of any violation clearance shall be obtained from The Government of India, as prescribed.
  10. The standards regarding ground water, ambient air, leachate quality and compost quality shall be duly followed as per Municipal Solid Wastes (M&H) Rules, 2000.
  11. A comprehensive EIA shall be undertaken and the environment management plan and detailed project report (DPR) revised accordingly also taking into view the conditions stipulated in this clearance. This report shall be submitted to this authority by March, 2010, failing which this clearance will automatically be cancelled. The comprehensive EIA should address to all the issues raised in the public hearing held on 11/12/2008 to which project proponent were a party. The DPR and the EMP should be suitably revised to incorporate and mitigate the observations/objections made in the public hearing also.
  12. The project proponents will set up a separate environmental management cell for effective implementation of the EMP etc. as well as stipulated environmental safeguards under the supervision of a senior experienced executive.
  13. A three monthly monitoring report should be submitted to the Authority regarding the implementation of the stipulated conditions.
  14. The EIA Authority may stipulate any other conditions or environmental safeguards subsequently, if deemed necessary, which should be complied with.
  15. The Authority reserves the right to revoke this clearance if any of the conditions stipulated are not complied with the satisfaction of Authority.
  16. Full support should be extended to concerned officers/authorities by the project proponents during their inspection of the project for monitoring purposes by furnishing full details and action plan including action taken reports in respect of mitigative measures and other Environmental protection activities.
  17. In the event of a change in project profile or change in the implementation agency, a fresh reference should be made to the Authority prior to change.
  18. Regular noise levels should be monitored during construction and operation phase.
  19. Specifications regarding selection of landfill site, facilities at the site, specifications for land filling, pollution prevention, water quality monitoring, ambient air quality monitoring, plantation at land fill site, closure of landfill site and post care, leachate treatment and disposal should be strictly in compliance to the provisions of the Municipal Solid Wastes (M&H) Rules, 2000. A report in this regards should be prepared and submitted to the Authority within 3 months.
- b. Specific Conditions:
1. As the proximity to the cultural monuments regarded as a sensitive issue, the landfill site should be developed at a safe distance from their boundaries. Landfill site should also be situated at safe distance from human settlements and that a no-entry zone be created so that general public does not enter into the area.
  2. Boilers will not be used.
  3. Green belt should be developed in 33% of the total project area.



4. Suitable conditions for odour control should be imposed. Herbals sanitizer and composting enzymes will be used to minimize odour.
5. All the street lighting should be solar and that CFLs should be used.
6. For the leachate treatment, it has been proposed that mechanical aeration leachate treatment will be followed. Necessary conditions for the sewage treatment should also be imposed.
7. The project proponent will duly follow post clearance monitoring as per Municipal Solid Waste Rules, 2000.
8. The following points may also be considered while making the comprehensive EIA report and this report should be submitted by March, 2010.
9. Wind speed and direction changes with time and space depending on the topography and seasons. Wind rose should, therefore be made for each month separately for each sampling site. There should be at least 2 sites in the down wind prominent direction.
10. CO measurement should be made by NDIR and eight hourly average with 98 percentile should be given.
11. Methods used for analysis should be specifically provide.
12. 98 percentile values should be taken into consideration for comparison with standards.
13. Impact of project on quality of life should be given.
14. Leq should be determined from 24 hours days-night data at each site twice a week.

The Authority felt that necessary statutory clearances should be obtained and submitted before start of any construction activity and that if this condition is violated, the clearance shall be automatically deemed to have been cancelled. It should also be insured that approved plans and proposals as per provisions of para-3 of appendix-5 of the notification No.S.O. 1533 dated 14/09/2006 are submitted with 03 months of the receipt of this letter failing which the clearance shall be automatically deemed to have been cancelled.

These stipulations would be enforced among others under the provisions of Water (Prevention and Control of Pollution) Act, 1974; the Air (Prevention and Control of Pollution) Act, 1981, the Environment (Protection) Act, 1986, the Public Liability (Insurance) Act, 1991 and EIA notification, 2006 including amendments and rules made thereafter.

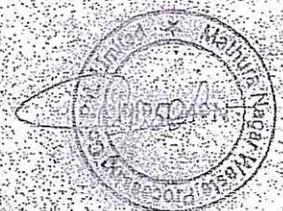
This is to request you to take further necessary action in matter as per provision of Gazette Notification No. S.O. 1533(E) dated 14.09.06 issue by Govt. of India.

(Dr. C.S. Bhatt)  
Member Secretary,  
SEAAA

Copy for necessary action to:

1. The Principal Secretary, Environment, U.P. Govt., Lucknow.
2. Dr. Nalini Bhatt, Director, Ministry of Environment & Forests, Govt. of India, Paryavaran Bhawan, CGO Complex, Lodhi Road, New Delhi.
3. Regional Office, Ministry of Environment & Forests, (Central Region), Kendriya Bhawan, 5<sup>th</sup> Floor, Sector-H, Aliganj, Lucknow.
4. The Member Secretary, U.P. Pollution Control Board, PICUP Bhawan, Gomti Nagar, Lucknow.
5. Administrative Officer, Directorate of Environment for Monitoring and Web Updation.

(Dr. Yashpal Singh)  
Secretary, SEAC



# उत्तर प्रदेश प्रदूषण नियंत्रण बोर्ड,

पिकप भवन, तृतीय तल, बी ब्लॉक, विभूति खण्ड,  
गोमती नगर, लखनऊ

संदर्भ संख्या F21228 / सी-४/NOC-675/13 दिनांक ३-५-१३

सेवा में,

मैसर्स मथुरा नगर वेस्ट प्रोसेसिंग कम्पनी,  
नगला-कोल्ह रोड, लक्ष्मी नगर,  
यमुना पार, तहसील-महावन,  
मथुरा

२१  
NOC-735  
०९/०५/१३

विषय : पर्यावरणीय प्रदूषण की दृष्टि से पूर्व से कम प्रदूषण दर संबंधी उत्पाद परिवर्तन हेतु अनापत्ति प्रमाण-पत्र निर्गमन। जल(प्रदूषण निवारण तथा नियंत्रण) अधिनियम, १९७४ तथा वायु (प्रदूषण निवारण तथा नियंत्रण) अधिनियम, १९८१ के अन्तर्गत उद्योग स्थापना से पूर्व सहमति।

महोदय,

कृपया उपरोक्त विषयक अपने आवेदन पत्र दिनांक-०२-०२-२०१२ जो प्राप्त है, का संदर्भ लें। आपके आवेदन पर विचार किया गया तथा कृपया अवगत हों कि उद्योग का पर्यावरण प्रदूषण के दृष्टिकोण से निम्नलिखित विशिष्ट शर्तों एवम् सामान्य शर्तों (संलग्नक) के अन्तर्गत उद्योग के साथ सशर्त अनापत्ति स्वीकृत की जाती है।

कृपया प्रमाण-पत्र निम्नलिखित विशिष्ट शर्तों के तहत ही निर्गत किया जा रहा है -

१) उद्योग द्वारा उत्पन्न प्रदूषण को नियंत्रित करने के लिए उद्योग में निम्नलिखित उपकरणों का उपयोग किया जायेगा -

२) उद्योग द्वारा उत्पन्न प्रदूषण को नियंत्रित करने के लिए उद्योग में निम्नलिखित उपकरणों का उपयोग किया जायेगा -

३) उद्योग द्वारा उत्पन्न प्रदूषण को नियंत्रित करने के लिए उद्योग में निम्नलिखित उपकरणों का उपयोग किया जायेगा -

(ग) मुख्य कच्चे माल : कोयला उद्योग द्वारा उत्पन्न प्रदूषण 185 टन/दिन।

mb  
०५/०५/१३

(ड.) प्रयुक्त ईंधन : नैचुरल गैस मात्र।

उपर्युक्त विषय वस्तु में किसी भी प्रकार से परिवर्तन करने पर पुनः अनुमति प्रमाण-पत्र प्राप्त आवश्यक होगा।

२. उद्योग में सभी आवश्यक यंत्र, संयंत्र, हरित पट्टिका, उत्प्रेषण शुद्धिकरण संयंत्र तथा वायु नियंत्रण व्यवस्था की स्थापना में की गयी प्रगति रिपोर्ट इस कार्यालय में प्रत्येक माह की दसवीं तक निरंतर प्रेषित करें।
३. उद्योग इकाई में परीक्षण उत्पादन तब तक प्रारम्भ नहीं करें जब तक कि वह बोर्ड से जल एवं अधिनियमों के अन्तर्गत सहमति प्राप्त न कर लें। यदि उद्योग उपरोक्त का अनुपालन नहीं करता है उक्त अधिनियमों के वैधानिक प्रावधानों के अन्तर्गत उद्योग के विरुद्ध बिना किसी पूर्व सूचना के विधि कार्यवाही की जा सकती है।
४. घरेलू उत्प्रेषण, सेप्टिक टैंक एवं सोक पिट के माध्यम से बोर्ड द्वारा निर्धारित मानकों के अनुसार शुद्धिकृत कर निस्तारित किया जाये।
५. प्रदूषण नियंत्रण हेतु प्रस्तावित वायु प्रदूषण नियंत्रण संयंत्र तथा निर्माण कार्य आपूर्ति के लिए दिये गए आदेश की प्रति इस कार्यालय में एक माह में अवश्य प्रस्तुत की जाये।
६. उद्योग में नैचुरल गैस के अतिरिक्त अन्य किसी प्रकार के ईंधन का प्रयोग नहीं किया जाये। यद्यपि ट्रेपेजियम क्षेत्र में किसी भी नये प्रदूषणकारी श्रोत की स्थापना प्रतिबंधित है। संचालन से पूर्व सरकार से पर्यावरणीय स्वीकृति प्राप्त किया जाना अनिवार्य है।
७. उद्योग पर्यावरण एवम् वन मंत्रालय भारत सरकार से अनुमति प्राप्त कर राज्य बोर्ड को प्रेषित करें।
८. उद्योग से देय जल, वायु सहमति शुल्क सहित जल उपकरण का भुगतान किया जाये।
९. प्रस्तावित प्रोजेक्ट के संचालन से आस पास के क्षेत्रों पर किसी भी प्रकार का विपरीत प्रभाव/कुप्रभाव पड़े।
१०. नगरीय ठोस अपशिष्ट निस्तारण व्यवस्था का निर्माण कार्य वहाँ के प्रथम सतही भू-जल स्तर से कम से कम दो मीटर ऊँची रखी जाये। जिससे लीचेट आदि उत्प्रेषण के कारण भूजल प्रदूषित न हो पाये।
११. नगरीय अपशिष्ट नियम के अन्तर्गत प्राधिकार प्राप्त कर ही संचालन किया जाये।

अनापत्ति प्रमाण पत्र आदेश मैसर्स मथुरा नगर वेस्ट प्रोसेसिंग कम्पनी, मथुरा

3.

12. जल सुनवायी दिनांक-११.११.२००८ में इंगित बिन्दुओं व पर्यावरणीय स्वीकृति में इंगित शर्तों का अनुपालन सुनिश्चित किया जाये व प्रत्येक माह सत्यापित सूचना बोर्ड को प्रेषित की जाये। लीचेट व अन्य एवम् संयंत्र वासिंग उत्प्राह के शुद्धिकरण हेतु शुद्धिकरण संयंत्र स्थापित कर पुनः प्रयोग में लाया जाये। इस हेतु पूर्ण विवरण १५ दिन में जमा करें।
13. ट्रायल सहमति प्राप्त कर ही संचालन किया जाये।
14. उद्योग परिसर के कम से कम ३३ प्रतिशत क्षेत्रफल में उ०प्र०शासन के पत्र दिनांक-२२.०२.२००५ के अनुपालन में हरित पट्टिका व वृक्षारोपण किया जाये।
15. जल निगम, नगर पालिका परिषद व कम्पनी के बीच हुए समझौतों का पालन किया जाये। एग्रीमेन्ट के क्लॉज 6.15 के अनुसार कम्पनी को प्रदूषण नियंत्रण अधिनियमों के अनुपालन का दायित्व चिन्हित है। अतः टी०टी०जेड अथॉरिटी से भी आवश्यक अनुमति प्राप्त कर प्रेषित करें।

कृपया ध्यान दें कि उपर्युक्त लिखित विशिष्ट शर्तों एवम् सामान्य शर्तों का प्रभावी एवम् संतोषजनक अनुपालन न करने पर बोर्ड द्वारा निर्गत अनापत्ति प्रमाण पत्र निरस्त कर दिया जायेगा। बोर्ड का अधिकार सुरक्षित है कि अनापत्ति की शर्तों में संशोधन किया जाये अथवा निरस्त कर दिया जाय। उपर्युक्त विशिष्ट एवं सामान्य शर्तों के संबंध में उद्योग द्वारा इस कार्यालय में एक माह तक प्रथम अनुपालन आख्या अवश्य प्रेषित की जाए। अनुपालन आख्या नियमित प्रेषित की जाए अन्यथा अनापत्ति निरस्त कर दी जाएगी।

भवदीय,

सदस्य सचिव

पृष्ठांक सं०

/एन०ओ०सी०

तददिनांक :

प्रतिलिपि :

१. महाप्रबन्धक, जिला उद्योग केन्द्र, मथुरा।

२. क्षेत्रीय अधिकारी, उ०प्र०प्रदूषण नियंत्रण बोर्ड, मथुरा।

3413

मुख्य पर्यावरण अधिकारी,  
सर्किल-४

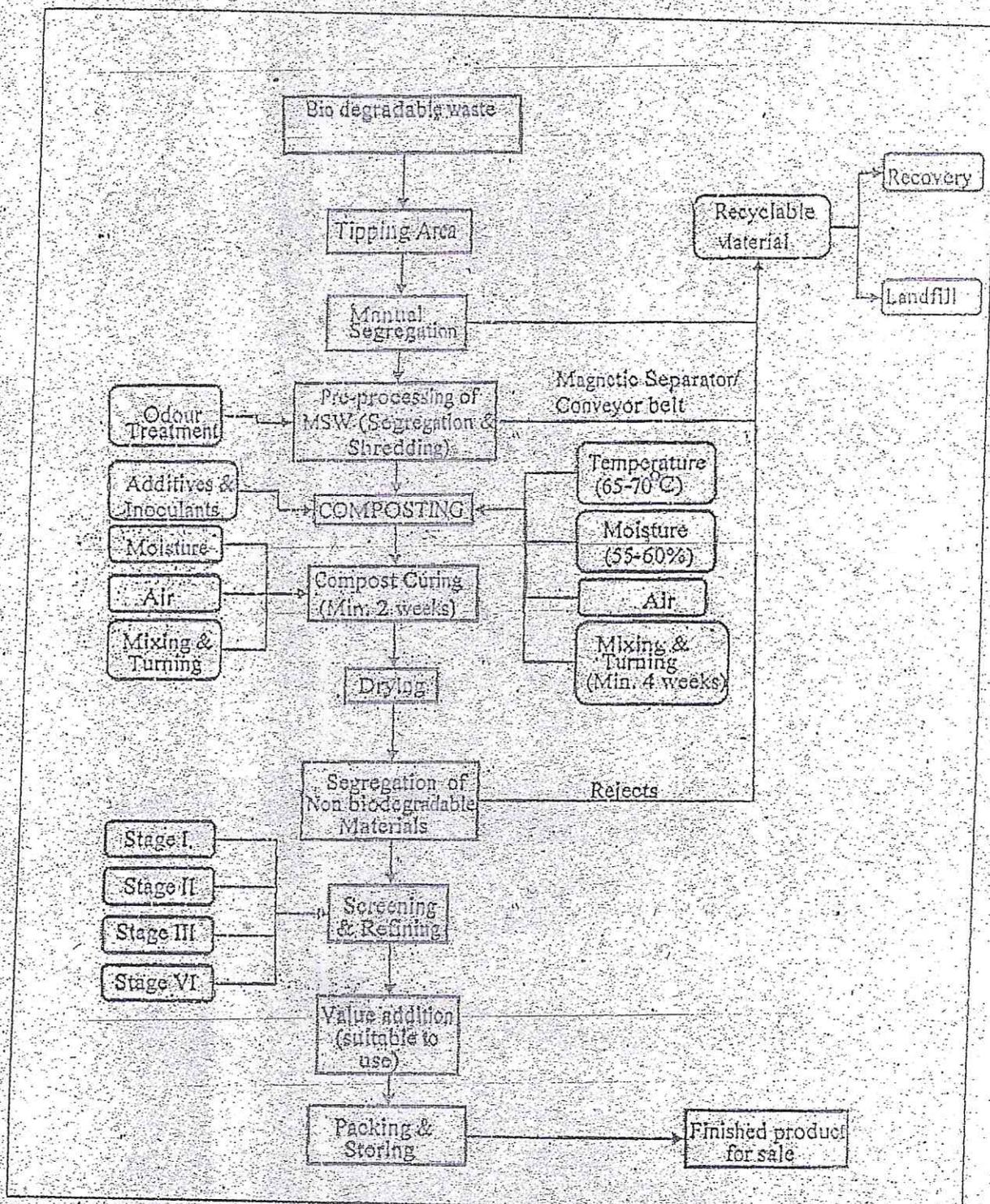


Figure E-1 Process Design for MSW Compost

## **Bio-remediation of Legacy waste –Vrindavan**

As per the NGT OA-136/2015 & 06/2017 Hon'ble NGT order dated- to dispose the legacy waste in a proper scientific manner, Municipal Corporation Mathura-Vrindavan has decided to treat legacy waste as per the guidelines for disposal of legacy waste by Central pollution control board February 2019.

### **1. Estimation of Legacy Waste-**



As Ordered by the Municipal Commissioner dated- 01<sup>st</sup> Feb 2020 a committee was formed for survey to estimate the Quantity of Legacy waste at Trenching ground Vrindavan. The committee includes Add. Municipal commissioner, Engineer's and sanitary Inspector, a joint report was submitted on 05<sup>th</sup>February 2020 stating o total legacy waste about 11,259 MT. to cross check this estimation a third-party inspection is also carried out by Regional center for Urban and Environmental studies, Lucknow (RCUES). The report is pending.

### **2. Excavation and Formation of Windrows of Legacy Waste**

The first step to treat legacy waste is to excavate and loosen it and make Windrows so that leachate can be dried through direct sunlight and all trapped methane is removed from the heap. Work for formation of windrows commenced on 2<sup>nd</sup>February 2020 and once a week windrows are overturned.



### **3. Mist Spray of Bio culture**

A dilute solution of composting bio-cultures is prepared and sprayed on Windrows thus helps in increased speed of decomposition. Effective microbial, a solution consisting of lactic Acid bacteria, photosynthesis bacteria and Yeast. 1kg jiggery or 1liter molasses is dissolved in 18 liters of water. Effective microbial is mixed with the solution and it kept in a container so that no air is left inside. Solution is kept for 7-10 days in a dark place. Gas is released once in 24 hours from the container. When PH lowers down <3.5 this mixture is ready to use. The solution is thus sprayed on with use of piping system.



#### **4. Use of Equipment's-**

Municipal Corporation has decided to use Vibrating screens of size 100mm,26mm and 4mm of capacity 50 TPD.

Equipment's used:

Trommel/ Vibrating Screen

Conveyor belt

Shredding and Bailing Machine-



#### **After treatment Process:**

Biomass- After segregation at 4mm trommel, the left biomass is used as compost for the parks of Mathura-Vrindavan Municipal Corporation.

RDF- refused deprived fuel collected from segregation process is sent to an approved agency Patheya NGO by United Nation Development Program at their own cost.

Inert- Inert materials is being sent to Landfill site at NaglaKohlu Mathura.

**Time frame-**

Timeline for Bio-Remediation (12,000 Tons)																		
	January		February				March				April				May			
Category	3rd	4th	1st	2nd	3rd	4th	1st	2nd	3rd	4th	1st	2nd	3rd	4th	1st	2nd	3rd	4th
Setting up Plant																		
Excavation			2000 Tons In a Month				2500 Tons Per Month											
Making of Windrows			2000 Tons In a Month				1500 Tons Per Month											
Over Turning of Windrows																		
Spraying of Bio-Culuture																		
Segregation 100mm			350 Tons Per Week															
Segregation 26mm																		
Segregation 04mm																		
RDF Disposal			140 Tons per Week															
Inert Disposal			12 Tons per Week															

Please note: Box with yellow shows the commencement of work.

**Leachate Treatment-**

The leachate form the legacy waste is dried through aeration during the

Timeline for Bio-Remediation (12,000 Tons)																
	June				July				August				September			
Category	1st	2nd	3rd	4th	1st	2nd	3rd	4th	1st	2nd	3rd	4th	1st	2nd	3rd	4th
Excavation																
Making of Windrows																
Over Turning of Windrows																
Spraying of Bio-Culuture																
Segregation 100mm	350 Tons Per Week															
Segregation 26mm																
Segregation 04mm																
RDF Disposal	140 Tons per Week															
Inert Disposal	12 Tons per Week															
Final closure																

process of windrows.

## Future Plan-

Municipal Corporation Mathura Vrindavan is looking forward to increase the existing capacity of Vibrating screen/trommel from 50 TPD to 100 TPD so the scientific disposal of legacy waste can be come up to final closure before the start of rainy session.

## Newspaper article

# नगर निगम ने शुरू किया कूड़ा निस्तारण, बनाई जा रही खाद

वृंदावन | हिन्दुस्तान संवाद

एनजीटी के आदेशों के अनुपालन में नगर निगम प्रशासन की ओर से वृंदावन जौन में डंपिंग ग्राउंड पर जमा पुराने कूड़े का निस्तारण करने और नगर के नए कचरे को निस्तारण के लिए नगला कोल्डू लक्ष्मीनगर मधुरा स्थित प्लांट पर पहुंचाने की शुरुआत कर दी है।

बता दें कि नगर आयुक्त रवींद्र कुमार मांदड़ द्वारा करीब दो माह पूर्व निगम के वृंदावन जौन के अपर नगर आयुक्त को निर्देशित किया गया था कि वृंदावन जौन के कचरे को नगला

### अनुपालन

- एनजीटी के आदेश के अनुपालन में लगाया गया कूड़ा निस्तारण संयंत्र
- पुराने डंपिंग ग्राउंड पर पड़े 12 हजार मीट्रिक टन कूड़े हो रहा निस्तारण

कोल्डू स्थित प्लांट पर ही पहुंचाया जाए।

इसके बाद से यहां के कचरे को नगला कोल्डू स्थित प्लांट पर पहुंचाने की शुरुआत कर दी गई है। जिसकी समय-समय पर मॉनीटरिंग

व औचक निरीक्षण नगर आयुक्त द्वारा किया जा रहा है। इसके अतिरिक्त नगरपालिका परिषद के समय में पागल बाबा स्थित मोट रोड पर निर्मित डंपिंग ग्राउंड पर एकत्र तकरीबन 12 हजार मीट्रिक टन पुराने लीगेसी वेस्ट (कूड़ा) का बायो रेमोडिफ़ेशन का कार्य भी एक फरवरी से कार्यदायी संस्था आकांक्षा इंटरप्राइजेज कंपनी के माध्यम से मशीनें स्थापित कराकर सेग्रीगेटर मशीनों द्वारा खाद एवं आरडीएफ बनाकर निस्तारण कराया जा रहा है। ताकि एनजीटी के आदेशों का अनुपालन समयबद्ध हो सके।

नगर आयुक्त रवींद्र कुमार मांदड़ का कहना है कि एनजीटी के आदेश अनुपालन में मधुरा-वृंदावन नगर निगम द्वारा टोस अपशिष्ट प्रबंधन नियम 2016 अंतर्गत कचरे का निस्तारण कराया जा रहा है। उन्होंने सभी संबंधित अधिकारियों को निर्देशित किया है कि एनजीटी के आदेशों का समयबद्ध अनुपालन करते हुए शासन की गाइडलाइंस के अनुसार संपूर्ण कार्य सुनिश्चित किया जाए। इस कार्य में किसी प्रकार की शिथिलता पाए जाने पर संबंधित अधिकारी व कर्मचारी के विरुद्ध कड़ी कार्रवाई की जाएगी।



वृंदावन स्थित पुराने डंपिंग ग्राउंड पर नगर निगम द्वारा स्थापित कराए गए कूड़ा निस्तारण संयंत्र पर कूड़े से खाद बनाते कर्मचारी। ● हिन्दुस्तान