

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL, SOUTHERN
ZONE AT CHENNAI**

APPLICATION NO. 104 OF 2024

IN THE MATTER OF

Mr.R,Thangavel,

...Applicant

Vs

The District Collector, and 4 ors

...Respondents

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Lpr
Through

L.P.MAURYA

Standing Counsel for 3rd respondent

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL, SOUTHERN
ZONE AT CHENNAI

APPLICATION NO. 104 OF 2024

BETWEEN

Mr.R, Thangavel, M/65 Years,
S/o. Late. Rathinavel,
Door No.121, Raja Nagar,
Gandhi Road, Kallakurichi District, Kallakurichi-606 202.
Cell No: 9944996356
Email: Kavithahardwaresklk@gmail.com

Applicant

AND

1. The District Collector,
District Collector Office,
Kallakurichi District-606 202.
Email: collr-kki@gov.in

2. The Chairman,
Tamil Nadu Pollution Control Board,
Anna Salai, Guindy, Chennai-600032.
Email: grievance@tnpcb.gov.in

3. The Commissioner,
Kallakurichi Municipality,
Kallakurichi District - 606 202.
Email: commr.kallakurichi@tn.gov.in

4. The District Environmental Engineering,
Tamil Nadu Pollution Control Board,
District Collectorate Master Plan Complex,
Backside of Taluk Office,
Villupuram-605602.
Email: tnpcbvpm@yahoo.co.in


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KALLAKURICHI MUNICIPALITY.

5.Mr.Nagarajan,
Door No. 120,
Navancethammal 1st Street,
Raja Nagar, Kallakurichi Town,
Kallakurichi District-606202.

....Respondents

**REPORT FILED ON BEHALF OF THE 3RD RESPONDENT, THE
COMMISSIONER, KALLAKURICHI MUNICIPALITY**

I, A.Saravanan, S/o S. Adhimoolam, aged about 44 years, having office at Kallakurichi Municipality, Kallakurichi, do hereby solemnly affirm and sincerely state as follows:

1. I am the Commissioner of Kallakurichi Municipality and I am filing the status report and as such I am well acquainted with the facts of the case from the records.
2. I respectfully submit that pursuant to the orders dated 22.11. 2024 of this Hon'ble Tribunal, directing the 3rd Respondent to submit the details of Sewage Treatment Plant available in Kallakurichi Municipality and the facilities extended to the general public, the present affidavit has been filed.
3. I respectfully submit that at present there is no Sewage Treatment Plant installed at Kallakurichi Municipality. I respectfully submit that following the instructions of the Director, Municipal Administration, vide letter Na.Ka.No.9192/2022/SBM2 dated 27.04.2023, a Memorandum of Understanding has been signed by Kallakurichi Municipality with Ulundurpet Municipality on 14.06.2023, wherein the sewage collected through tanker lorry are transported to the


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Sewage Treatment Plant installed by Ulundurpet Municipality and the sewage transported through tanker lorry from Kallakurichi is discharged there for decanting.

4. I respectfully submit that this Memorandum of Understanding is valid till 03.05.2028 and after the expiry of the said term, the parties shall have the option of renewing the deed, by enacting suitable deeds.
5. I respectfully submit that the Sewage Treatment Plant functioning in Ulundurpet Municipality is having the capacity of decanting of 3.15 MLD (Mega litres per day) of sewage. Hence the sewage is transported to Ulundurpet which is 37 kms from Kallakurichi for decanting, till Sewage Treatment Plant is installed by Kallakurichi Municipality.
6. I respectfully submit that it is also necessary to state that the Government of Tamil Nadu has accorded administrative approval for the proposal for " Providing Under Ground Sewerage Scheme" in Kallakurichi Municipality at an estimated cost of Rs.153.86 Crore with Sewage Treatment Plant capacity of 8.46 MLD vide orders of the Government in G.O.(4D) No.31 Municipal Administration and Water Supply(MA-3) Department dated 25.10.2024, based on the proposal of the 3rd respondent.


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In the above circumstances, it is therefore prayed that this Hon'ble Tribunal may please to accept this Status Report on file and pass such further or other orders as deem fit and proper in the facts and circumstances of the aforesaid case and thus render justice.

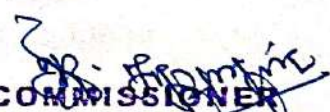
Dated at Chennai on this 2nd day of January 2025


COMMISSIONER
KALLAKURICHI MUNICIPALITY.
3rd Respondent

VERIFICATION

I, A.Saravanan, S/o S. Adhimoolam, aged about 44 years, presently discharging my duties as Commissioner of Kallakurichi Municipality solemnly affirm that the contents of this report are true to the best of my knowledge based on records and I have not suppressed any facts.

Dated at Chennai on this 2nd day of January 2025


COMMISSIONER
KALLAKURICHI MUNICIPALITY.
3rd Respondent

From
Thiru. P. Ponniah, I.A.S.,
Director of Municipal Administration /
State Mission Director-SBM-U2.0,
Urban Administrative Building
Campus, 75, Santhome High Road,
Chennai- 600 028.

To
1. Director of Town Panchayats
2. All Corporation Commissioners
3. All Regional Directors of Municipal
Administration
4. All Municipal Commissioners.

Roc. No.9192/2022/SBM 2

Dated. 27.04.2023

Sir / Madam,

Sub: Swachh Bharat Mission- Used Water Management – Intimation of
decanting location to discharge faecal sludge in treatment facility -
regarding
Ref: 1. Operational Guidelines of SBM (U) 2.0.
2. G.O.(MS)No.183 MA&WS Department, Dated:31.12.2022

With reference to the G.O.(MS) No. 183, ULBs are instructed to ensure the safe collection, transportation and disposal of faecal sludge and septage in treatment facility. In this regard, it is instructed to the ULBs to collect, transport, and scientifically dispose the fecal sludge and septage generated, in their jurisdictions, in their own STPs/FSTPs. The ULBs which are not having treatment facilities must safely dispose their fecal sludge and septage to the nearest STPs/FSTPs. In Annexure 1, we have attached the list of 75 ULBs which are not having treatment facility and they are tagged with the host ULBs. These 75 ULBs must sign MoU with the host ULBs for disposing their fecal sludge and septage in treatment facilities of host ULBs.

It is also instructed to 75 ULBs to expedite the work of STPs/FSTPs in their ULBs and make them operational at the earliest. The ULBs should stop disposing fecal sludge and septage to the treatment facilities of host ULBs once their STPs/FSTPs are made operational. The status of STPs/FSTPs of 75 ULBs is attached in Annexure 2

ea
Director of Municipal Administration

Encl:

1. G.O.(MS)No.183
2. Decanting facility list
3. Model MoU

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ANNEXURE -1

Sl.No	Cluster (Tagged) ULBs	Host ULB having treating facility
CHENGALPATTU REGION		
1	Chengalpattu	Karunguzhi FSTP
2	Madurantakam	
3	Tiruthani	Tiruvallur STP
4	Ponneri	
5	Virudhachalam	Chidambaram STP
6	Nellikuppam	Cuddalore STP
7	Vadalur	
8	Panruti	
9	Poonamallee	
10	Tiruverkadu	
11	Kundrathur	Thirumalaisai FSTP
12	Mangadu	
13	Thirunindravur	
14	Tittakudi	Ariyalur STP
15	Nandivaram - Guduvancheri	Perungudi STP
VELLORE REGION		
16	Ambur	Thirupathur STP
17	Vaniyambadi	
18	Jolarpet	
19	Walajapet	Arakkonam STP
20	Sholingur	
21	Arcot	Vellore STP
22	Ranipet	
23	Melvisharam	
24	Pernambat	Gudiyatham FSTP
25	Kallakurichi	Thiruvannamalai STP
26	Tirukkoyilur	
27	Arani	Vandavasi FSTP
28	Thiruvathipuram	
29	Tindivanam	Villupuram STP
30	Ulundurpettai	
31	Kottakuppam	Pondicherry STP
SALEM REGION		
32	Narasingapuram	Attur FSTP
33	Komarapalayam	Idappadi FSTP
34	Edaganasalai	
35	Tharamangalam	
36	Pallipalayam	Erode STP
37	Pallapatti	Karur STP
38	Pugalur	
TIRUPPUR REGION		
39	Gobichettipalayam	Sathyamangalam STP
40	Punjaipullahpatti	
41	Valparai	Pollachi STP

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தமிழ்நாடு தமில்நாடு TAMILNADU

DD 237117

13.6.23

Commissioner.

Kallakurichi Municipality

Ry
R. GEETHA, B.A.
 STAMP VENDOR,
 LICENCE NO.1/2010,
 KALLAKURICHI TOWN

KALLAKURICHI MUNICIPALITY

MEMORANDUM OF UNDERSTANDING (HEREIN AFTER REFERRED TO AS THE "MoU") MADE ON 14th DAY OF JUNE 2023 AT

KALLAKURICHI

Memorandum of Understanding (herein after referred to as the "MoU") by The Commissioner Kallakurichi Municipality on 14.06.2023 at Kallakurichi Municipality.

BETWEEN

Ulundurpet Municipality established under the Tamil Nadu District Municipalities Act, 1920 of the State Tamil Nadu , acting through Thiru.A.Saravanan B.Sc., Municipal Commissioner (hereinafter referred to as "Host ULB", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns)

AND

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Kallakurichi Municipality established under the Tamil Nadu District Municipalities Act, 1920 of the State of Tamil Nadu, acting through Thiru.N.Kumaran B.Sc, the Commissioner (herein after referred to as "Participating ULB 1", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns)

Kallakurichi Municipality ULB 1 are hereinafter referred to as the "Participating ULB(s)" which have the same meaning given to it as provided in Clause 2 of this MoU.

The Host ULB and the Participating ULB (s) are hereinafter referred to individually as the "Party" and collectively as the "Parties".

WHEREAS

The Operative Guidelines for Septage Management for Local Bodies in Tamil Nadu , 2014 (the "Operative Guidelines ") issued by the Municipal Administration & Water supply Department, Government of Tamil Nadu(hereinafter referred to as "State Government.") under G.O. (Ms)No.106 MA&WS Department, Dated 01.09.20214; impose an obligation on each local body to adopt suitable process for the effective management of Faecal Sludge and Septage generated within its jurisdiction . Pursuant to the Operative Guidelines, Local Bodies constituted under the Tamil Nadu District Municipalities Act, 1920 are responsible for , inter-alia, making adequate provisions for the collection/ removal and disposal of Faecal Sludge and Septage.

The State Government. under G.O (Ms) No. 88 MA&WS Department , Dated 31.08.2018; has developed a cluster- based approach to ensure optimum utilization of existing Sewage Treatment Plants (the "STPs") and new Faecal Sludge Treatment Plants (the "FSTPs") in the State of Tamil Nadu . In furtherance of public interest and with the aim of improving standards of public health and sanitation in the State, the State Government has now decided and authorize and support this MoU to provide a facilitative framework for the operation and maintenance of the new STPs, created under the said G.O (Ms) No. 88 MA&WS Department, Dated 31.08.2021, so that the Municipalities and Town Panchayats within clusters may use the facilities for the scientific treatment and disposal of the faecal Sludge and Septage generated within their respective jurisdictions.

NOW THIS MoU WITNESSETH

1. Purpose / Objectives of Mou

The purpose of this MoU is to enable the parties to maximize utilization and fund the operation and maintenance of the Faecal Sludge Treatment Plant. The parties currently intend to follow this MoU consistent with the Guidelines prescribed in G.O. (Ms)No.106 MA&WS Department Dated 01.09.2014 and covering the selection of towns as per G.O. (Ms) No. 88 MA & WS Department, Dated 31.08.2018 as well as other related provisions brought in force and effect as of the date hereof.


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2. Definitions

In this MoU, unless repugnant to the context or inconsistent therewith, the following words, phrases and expressions shall bear the meaning hereinafter, respectively, assigned to them :

- a. **Account** shall mean an Account which the Host ULB shall open and maintain with a Scheduled Bank in which all inflows and outflows of cash on account of capital and revenue receipts and expenditures shall be credited and debited, as the case may be, in accordance with the provisions of this MoU and includes the Sub-Accounts of such Account.
- b. **Agreement** means the agreement between Host ULB and the Contractor for STP O&M including its schedules and annexures.
- c. **Alternate Arrangement** – shall mean a facility for treating Faecal Sludge and Septage, such as underground Sewerage System and Sewage Treatment Plant or a standalone STP, which meet regulatory standards.
- d. **Authority** shall mean and include the Municipality / Municipal corporation /Town Panchayat/ Regional Directorate of Municipal Administration/ Assistant Director of Town Panchayat/ Commissionerate of Municipal Administration / Directorate of Town Panchayats or such other department as may be notified / appointed from time to time for the purpose of implementation of this MoU.
- e. **Bio-medical Waste** shall have the meaning as defined under the Biomedical Wastes (Management and Handling) Rules,1998 and as amended thereto.
- f. **Consent to Operate** means the certificate issued by the Tamil Nadu Pollution Control Board Prior to commencement of STP operations.
- g. **Contractor** shall mean the person or persons, as the case may be, with whom the Host ULB has entered into the operation and maintenance (O&M) contract, or any other agreement or a material contract for construction, operation and / or maintenance of the STP or matters incidental thereto.
- h. **Construction and Demolition Waste** means solid waste resulting from construction, remodeling, repair, renovation or demolition of structures or from land clearing activities or trenching or de-silting activities.
- i. **Changes in Law** means the occurrence of any of the following after the operation Start Date:
 - The enactment of any new Indian law or Tamil Nadu State law;
 - The repeal, modification or re-enactment of any existing Indian law or Tamil Nadu State law;
 - The commencement of any Indian law or Tamil Nadu State law which has not entered into effect until the date of the MOU; and
 - A change in the interpretation or application of any Indian law or Tamil Nadu State law by a judgment of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to the date of the MoU.


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- j. **Dead Remains** means the dead bodies, carcasses, bones or skeletal remains of animals, rodents and other living beings (other than plants).
- k. **Desludging Operator** shall mean any person or firm or self-help group or society or private company granted the license to collect, transport and dispose Faecal Sludge and Septage.
- l. **Desludging Vehicle** means the vacuum trucks or such other vehicles equipped with motorized pumps and storage tank owned by the ULB or Desludging Operator, of such design specification as may be approved from time to time by the ULB, for emptying and transporting Faecal Sludge and Septage.
- m. **Effective Date** shall mean the date on which this MoU comes into force and effect pursuant to commissioning of the STP.
- n. **E- waste** means discarded electrical or electronic devices.
- o. **Excluded Waste** means waste material of the nature that the STP is not designed or authorized to receive, manage, process and dispose which includes (i) Hazardous waste (ii) Bio-medical Waste (iii) Dead Remains (iv) E-Waste and (v) Construction and Demolition Waste.
- p. **Faecal Sludge** means mean raw or partially digested, in a slurry or semi solid form, the collection, storage or treatment of combinations of excreta and black water, with or without grey water. It is the solid or settled contents of pit latrines and septic tanks.
- q. **Faecal Sludge Treatment Plant (STP)** means a treatment plant of the design specifications and guidelines issued by the concerned Authority from time to time.
- r. **STP Site** shall mean the site of the STP including the land, buildings, structures, road works, trees and any other immovable property on, or attached to, the Site.
- s. **Force Majeure Event** – means any event which prevents or delays the performance of the obligations under this MoU in whole or in part by either Party by reason of public agitation, civil disturbance, riots, war, hostilities, acts of public enemies, civil commotion, sabotage, fire, flood, earthquake, epidemics, explosion, strikes, lock-outs, acts of gods , acts on orders of Government / authorities, rules and regulations or delay/ abandonment due to order of the Court and / or any other cause beyond the reasonable control of the party affected.
- t. **Good Industry Practice** means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a contractor and /or party in the performance of its obligations.
- u. **Hazardous Waste** shall have the meaning as defined under the Hazardous Wastes (Management and Handling) Rules, 1989.
- v. **Host ULB** shall mean the ULB that owns and is responsible for the operation and maintenance of the STP
- w. **License fee** shall mean the amount payable by Desludging Operators annually to obtain a license to operate within a ULB Cluster
- x. **Operative Guidelines** as defined in the Recitals .


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- Y. **Operative Start Date** shall mean the date notified by the Host ULB as the date on which the STP is ready to commence commercial operations after the Testing period and receipt of Consent to Operate .
- Z. **Operations and Maintenance (O&M)** means the operation and maintenance of the STP and Includes all matters connected with or incidental to such operations and maintenance and provision of services and facilities in accordance with the provisions of this MoU.
- aa. **Operations and Maintenance Manual (O&M Manual)** shall mean standard operating procedures for regular, preventive, long term operations and covering safety requirement, material and equipment replacement and emergency activities at the STP.
- bb. **Participating ULB(s)** shall mean Municipal corporation /Municipality / Town Panchayat are defined in the Recitals which are party to this MoU, and include any other Municipal corporation/municipality / Town Panchayat which may at a later date become party to this MoU.
- cc. **Scheduled Bank** means those banks which have been included in the second Schedule of Reserve Bank of India Act, 1934 RBI in turn includes only those banks in this Schedule which satisfy the criteria laid down vide section 42(6)(a) of the said Act.
- dd. **Septage** means the liquid and solid material that is pumped from a septic tank, cesspool, or such onsite treatment facility after it has accumulated over a period of time.
- ee. **Testing and screening Protocol** shall mean testing the Faecal Sludge and Septage for pH and electrical conductivity and screening for waste such as industrial waste that may adversely affect the STP operations.
- ff. **Testing Period** shall mean a period within which any performance tests and trial runs shall be conducted at the STP so as to ensure that the STP is fit and ready to operate commercially
- gg. **Treated Products** shall mean effluent and stabilized biosolids generated by the treatment of Faecal Sludge and Septage that meet the regulatory standards.
- hh. **Test Results** shall mean the measurements from the testing carried out for assessing the STP performance and the quality of the Treated Products
- ii. **Tipping Fee** shall mean the amount payable by Desludging Operators to the Host ULB upon each visit to the STP Site for the disposal of Faecal Sludge and Septage.
- jj. **Urban Local Body (ULB)** means the Municipal corporation/ Municipality/ Town Panchayat located within the State of Tamil Nadu.
- kk. **ULB Cluster** shall mean the Municipal corporations, Municipality and Town Panchayats which together use an Faecal Sludge Treatment Plant defined as per G.O. (Ms) No. 106 MA & WS Department Dated 01.09.2014 and G.O. (Ms) No. 88 MA & WS Department, Dated 31.08.2018 and as notified from time to time.


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3. Interpretations

- a. The works, phrases and expressions defined herein above in Clause 2 or defined elsewhere by description in this MoU, together with their respective grammatical variations and cognate expressions shall carry the respective meaning assigned to them in the said Clause 2 or in this MoU and shall be interpreted accordingly;
- b. All words in singular shall be deemed to connote their respective plurals and vice-versa, unless the context suggests otherwise ;
- c. The words "include" and "including" are to be construed without limitation;
- d. The headings of the Clauses in this MoU are merely for purposes of convenience and shall have no bearing on this MoU;
- e. The Annexures to this MoU form an integral part of this MoU and shall be interpreted accordingly.

4. Measurement

- a. All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down .

5. Obligations of Host ULB prior to Operations Start Date

- a. The Host ULB shall grant a suitable Contractor the rights and obligations required to enable it to duly undertake the O&M of the STP.
- b. The Host ULB shall open and establish an Account with a Scheduled Bank in accordance with the terms and conditions of this MoU (hereinafter referred to as the "Account"). The Account shall be for the purposes of the O&M of the STP. The Account shall be operated by the Host ULB.
- c. The Host ULB shall not be responsible in any manner for the treatment of Faecal Sludge and Septage generated within the jurisdiction of the Participating ULB(s) before the Operations Start Date.
- d. The Host ULB shall notify the Participating ULB(s) of the Operations Start Date subject to receipt of the Consent to Operate by advance notice in writing.
- e. The Host ULB shall inform the Participating ULB(s) of the duration of the Testing Period.
- f. At any time during the Testing period if any material defects, imperfections, shortcomings or such other faults are identified, the Host ULB shall notify participating ULB(s) of the same and any consequent change to the Operations Start Date.


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- g. In the event that there is a delay in the occurrence of the Operations Start Date due to (i) any act or omission of the part of the Contractor and (iii) Force majeure Event, Host ULB may (i) Terminate this MoU in accordance with Clause 15: or (ii) extend the Operations Start Date for a period as it deems fit.
- h. The Host ULB shall inform Desludging Operators operating within the ULB Cluster of the operational hours of the STP, the disposal process, Tipping Fee and excluded delivery routes during specified hours.
- i. The Host ULB shall inform the participating ULB(s) prior to implementation of any proposed modification or change to the operational hours of the STP and the disposal process.
- j. The Host ULB shall, in consultation with the Participating ULB(s), involve Non-Governmental Organisations (NGOs), Government Organisations, representatives of ULBs District Collector and other relevant organizations or officers, conduct trainings and create awareness regarding the STP.
6. Obligations of Participating ULB(s) Prior to Operations Start Date.
- a. The Participating ULB(s) agrees and acknowledges that prior to the Operations Start Date, the Participating ULB(s) shall be responsible for the treatment of Faecal Sludge and Septage generated in its jurisdiction as per the Operative Guidelines.
- b. At any time during the Testing Period and before the Operations Start Date, the Participating ULB(s) shall make available to the Host ULB at the STP, without any cost obligations, necessary quantities of Faecal Sludge and Septage for (i) testing purposes and (ii) performance trials at the STP, as requisitioned by the Host ULB.
- c. Participating ULBs shall inform desludging Operators Operating within its jurisdiction of the operational hours of the STP, the disposal process, Tipping Fee and excluded delivery routes during specified hours.
- d. The Participating ULB(s) shall support the Host ULB in conducting training and creating awareness regarding the STP.
7. Obligations of Host ULB from Operations Start Date
- a. The Host ULB shall be responsible for the O&M of the STP
- b. The Host ULB shall convene a meeting with all Participating ULB(s) every 90 days on matters specified under this MoU and shall share with all Participating ULB(s) the minutes of the meeting.
- c. The Host ULB shall maintain an O&M Manual covering the O&M requirements, safety requirements and Good Industry Practice, and shall be made available to the Participating ULB(s).


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- d. The Host ULB shall record details of Faecal Sludge and Septage received or rejected (hereinafter referred to as the "Record")
- e. The Host ULB shall share with Participating ULB(s) the Record on a monthly basis from the Operations Start Date.
- f. The Host ULB reserves the right to disallow Desludging Vehicles from disposing Faecal Sludge and Septage at the STP should the Faecal Sludge and Septage be deemed as Excluded Waste by the Testing and Screening Protocol.
- g. The Host ULB reserves the right to refuse entry to Desludging Operators without a valid desludging license and /or on non-payment of Tipping Fee.
- h. The Host ULB shall ensure Test Results for Treated Products and STP performance are recorded and maintained at the STP Site. A summary of the Test Results shall be publicly displayed at the STP Site.
- i. The Host ULB shall share with the Participating ULB(s) the record of Test Results on request.
- j. The Host ULB shall ensure that revenue receipts, such as Licence Fee, Tipping Fee and from the sale of Treated Products, is credited to the Account.
- k. The Host ULB shall, in consultation with the Participating ULB(s), involve NGOs, Government Organisations, representatives of ULBs, District Collector and other relevant organizations or officers, conduct trainings and create awareness regarding the STP.

8. Obligations of Participating ULB(s) from Operations Start Date.

- a. Participating –ULB(s) shall ensure Desludging Operator(s) operating within their respective jurisdiction shall have a valid de-sludging license.
- b. The Participating ULB(s) will support the Host ULB in conducting training and creating awareness regarding the STP.

9. Dispute Resolution

- a. Under this MoU a joint Committee (the "JC") comprising of the Regional Director of Municipal Administration, the Assistant Director of Town panchayats and the Regional Executive Engineer shall be constituted.
- b. Under this MoU an Appeals Committee (the "AC") comprising of the joint Commissioner of Municipal Administration, the joint Director (Schemes) of the Directorate of Town Panchayats, the Superintendent Engineer of the Commissionerate of Municipal Administration and Superintendent Engineer of the Directorate of Town Panchayats shall be Constituted.


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- c. In the event of any dispute arising between the Parties in relation to or under this MoU, the same shall be settled by the JC in the first instance and on appeal referred to the AC. The decision of the AC shall be final and binding.

10. Payment Terms

- a. In accordance with the terms, conditions and covenants set forth in this MoU, the Host ULB shall raise a demand notice for the O&M Fee in accordance with the provisions of Annexure A: Distribution of O&M Fees: payable by each participating ULB within 30 days of receipt of the demand notice from the Host ULB, however, the O&M Fee shall be payable to the Host ULB only on the date of commencement of the Operations.
- b. If participating ULB(s) fail(s) to pay the O&M Fee payable in accordance with Clause 10.a., in part or full to the Host ULB, the Authority concerned on recommendation of the AC undertakes to deduct the amount owed to the Host ULB from grant funds or funds designated for distribution pursuant to the State Financial Commission earmarked for the concerned Participating ULB(s) or by any other measure it may deem fit and pay such amount directly to the Host ULB, as the case may be.

11. Review and Amendment

- a. Any Municipal Corporation/Municipality/Town Panchayat other than the Host ULB and Participating ULB(s) that is desirous to use the STP and the services provided by it, shall sign a Deed of Participation as provided in Annexure B, after obtaining written approval from the Commissionerate of Municipal Administration and Directorate of Town Panchayats to use the STP.
- b. The Host ULB shall expand the capacity of the STP in consultation with the Commissionerate of Municipal Administration or Directorate of Town Panchayats, when received volume of FS exceeds existing capacity.
- c. The Payment Terms as defined under Clause 10 shall be reviewed by the Ac and may be amended after six (6) months and twelve (12) months from the Operations Start Date, if needed.
- d. In the event of the Commissionerate of Municipal Administration and Directorate of Town Panchayats approving the participation of any Municipal Corporation/Municipality/Town Panchayat other than the Host ULB and Participating ULB(s) in accordance with Clause 12. a, the AC shall review and amend the payment Terms as defined under Clause 10, payable from such date as decided by the Ac at the point of such event.
- e. In the event of the exit of the Host ULB and /or one or more of the Participating ULB(s) from the MoU, the AC shall review and amend the Payment Terms as defined under Clause 10, payable from such date as decided by the Ac at the point of such event.


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12. Term and Renewal

- a. The rights and obligations of the Parties granted under this MoU shall be valid for a Term of three years.
- b. The Host ULB and Participating ULB(s) may agree to renew the terms and conditions of this MoU, after the expiry of the Term for such other period as it deems fit and on such terms and condition as may be decided at the point of such renewal.

13. Suspension/Temporary Shutdown/Downtime or Closure of the STP

- a. The Host ULB shall ensure 50% (fifty per cent) of the total capacity of the STP shall be operational at all times except in the case of a Force Majeure event.
- b. The Host ULB may be allowed to suspend, temporarily shut down or close the STP in case of planned or unplanned repair and maintenance.
- c. The Host ULB shall inform Participating ULB(s) of planned repair and maintenance activity in advance of such activity
- d. The Host ULB shall inform Participating ULB(s) of unplanned repair and maintenance activity as soon as practicable and in any case within a reasonable period of time from the commencement of the activity.
- e. The Host ULB and Participating ULB(s) shall inform Desludging Operators within their respective jurisdictions of planned maintenance activity at the STP within in a reasonable period of time in advance of such activity.
- f. During the period of planned or unplanned repair or maintenance activity, the Host ULB and participating ULB(s) may inform Desludging Operators to avoid desludging during the said period in the first instance and subsequently, of the next nearest treatment facility for disposal of faecal Sludge and Septage.

14. Force Majeure Event

- a. As soon as practicable and in any case within a reasonable period of time from the date of occurrence of a Force majeure Event or the date of knowledge thereof, the Host ULB shall inform the participating ULB(s) of the same setting out, inter-alia, the following in reasonable details:-
 - i. the nature, extent and estimated duration of the Force majeure Event:
 - ii. the nature of and the extent to which, performance or any of its obligations under this MoU is affected by the Force majeure Event:
 - iii. the measures, including securing monetary assistance from the State Govt., which the Host ULB has taken or proposes to take to mitigate the impact of the Force Majeure and to resume performances of such of its obligations affected thereby.


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- b. As soon as practicable and in any case within a reasonable period of time from the receipt of the notification by the Host ULB in accordance with the preceding sub-clause (a), the Parties meet, hold discussions in good faith to:-
 - i. assess the impact of the underlying Force Majeure Event;
 - ii. formulate measures to mutually share damage costs in consultation with the Act;
 - iii. formulate damage mitigation measures and steps to be undertaken by the Parties for resumption of obligations.
- c. If a Force Majeure Event continues or is in the reasonable judgement of the Parties likely to continue beyond the original estimated duration, the Parties may mutually decide to terminate this MoU or continue this MoU on mutually agreed revised terms. If the Parties are unable to reach an agreement in this regard, the Host ULB shall after the expiry of the said period, be entitled to terminate this MoU or continue this MoU on mutually agreed revised terms. If the Parties are unable to reach an agreement in this regard, the Host ULB shall after the expiry of the said period, be entitled to terminate this MoU in accordance with Clause 15.

15. Termination

- a. The Parties hereby agree that the Host and /or Participating ULB(s) cannot terminate its participation in this MoU until it shall submit a written request to that effect to the AC clearly stating: (a) the reasons for seeking an exit from this MoU; (b) the Alternate Arrangement established by it to scientifically dispose the Faecal Sludge and Septage generated within its jurisdiction; and (c) the costs and benefits to the ULB in ceasing its participation to this MoU and the implementation of the Alternate Arrangement.
- b. The AC will grant approval for the exit of the Host and /or Participating ULB(s) only if:-
 - i. the Alternate Arrangement is viable and will enable the Host and /or Participating ULB(s) to dispose Faecal Sludge and Septage in accordance with the Applicable Laws;
 - ii. the Alternate Arrangement is more cost effective for the Host and /or Participating ULB(s); and
 - iii. the continued viability of the STP is not adversely affected.


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16. Notices

- a. Unless otherwise stated, notices to be given under this MoU include but are not limited to a notice of waiver of term, breach of any term of this MoU and termination of this MoU, shall be in writing and shall be given by hand delivery, recognized courier, mailed, delivered or transmitted to the parties at their respective addresses set forth below:

Host ULB

Ulundurpet Municipality
Commissioner,
Chennai main Road, Ulundurpet
Kallakurichi District.

Participating ULB

Municipal Commissioner,
Municipal Office,
No.9, Salem Main Road, Anna Nagar
Kallakurichi -606202
Kallakurichi District.

- b. All Notices under this MoU shall be in English and /or Tamil.

17. Counterparts

This MoU may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this MoU but shall together constitute one and only one MoU.

18. Severability

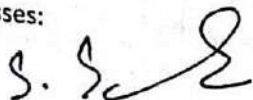
If any provision of this MoU shall be declared illegal, void or unenforceable, the same shall not affect the other provisions herein which shall be considered severable from such provision and shall remain in full force and effect.

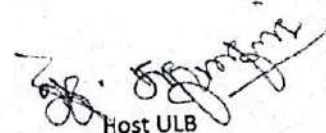

**COMMISSIONER
ULUNDURPET MUNICIPALITY**


**COMMISSIONER
KALLAKURICHI MUNICIPALITY**

IN WITNESS HERE OF THE PARTIES HAVE SET THEIR HANDS ON DATE, MONTH AND THE YEAR HEREIN ABOVE WRITTEN IN THE PRESENCE OF

Witnesses:

1. 



Host ULB
Ulundurpet Municipality
COMMISSIONER
ULUNDURPET MUNICIPALITY

2. 


Participating ULB
Kallakurichi Municipality
COMMISSIONER
KALLAKURICHI MUNICIPALITY.

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ANNEXURE B

Deed of Participation

This deed is made on this the 14th June day of 2023 at Kallakurichi

BETWEEN

Ulundurpet Municipality established under the Tamil Nadu District Municipalities Act, 1920 of the State of Tamil Nadu, acting through Thiru.Saravanan,, Commissioner (herein after referred to as "Host ULB", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns)

And

Kallakurichi Municipality established under the Tamilnadu district Municipalities Act 1920 Of the State of Tamilnadu Acting Through Thiru. N.Kumaran B.Sc., the commissioner (herein after referred to as "Participating ULB 1 ", Which Expression shall, unless repugnant to the context or meaning there of mean and include its successors and assigns)

WHEREAS

- (a) The host ULB has already entered in to a MOU dated 14.06.2023 with few Participating ULB (s) as defined thereof . the said MOU pertains to the Operative Guidelines for Septage Management for Local Bodies in Tamil Nadu, 2014 (the "Operative Guidelines") issued by the Municipal Administration & Water Supply Department, Government of Tamil Nadu (hereinafter referred to as "State Govt".) under G.O. (Ms) No. 106,Dated,01.09.2014 imposing an obligation on each local body to adopt suitable process for the effective of faecal sludge and septage generated with in its jurisdiction. Pursuant to the operative Guidelines, Local bodies constituted under the Tamilnadu district Municipalities Act 1920 are responsible for, inter-alia, making adequate provisions for the collection/ removal and disposal of Faecal sludge and septage.

The state Govt. under GO (Ms) No:88,Dated,31.8.2018; has developed a cluster-based approach to ensure optimum utilisation of existing sewage Treatment plants (the "STPs") and new faecal Sludge Treatment Plants (the "STPs") in the State of Tamilnadu. In furtherance of Public interest and with the aim of improving standards of public health and sanitation in the state Govt As Now decided to authorize and support this MOU to provide a facilitative framework for the operation and maintenance of the new STPs, created under said,G.O (MS) No.88, Dated,31.08.2018 so that the Municipalities, and Town panchayats with in clusters may use the facilities for the scientific treatment and disposal of the faecal sludge and septage generated within their respective jurisdictions.


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(b) In the above circumstances, the participating ULB(s) herein as proposed their interest to join as a party to the said MOU for the purposes of using the facility as per the terms and conditions as defined thereof.

NOW THIS DEED WITNESSETH

1. The Host ULB hereby agrees and accepts the participating ULB herein as a party to the said MoU dated 04.05.2023. As per the relevant provisions of the said MoU, the participating ULB herein shall be treated as a party to the said MoU by executing of this Deed .
2. The participating ULB undertakes, agrees and accepts all the terms and conditlons of the said MoU and the same shall be fully valid and binding upon the participating ULB herein. Any further revision or modification whatever carried out in the said MoU from time to time shall be fully applicable and automatically to the participating ULB herein .
3. The Host ULB shall notify such revisions and modification of the terms to the participating ULB and the same shall bind the participating ULB as mentioned above.
4. For the purposes of the said MoU, the participating ULB herein shall be referred as "participating ULB Kallakurichi".
5. This Deed takes effect forthwith and the same shall be valid till 03.05.2028 .After the expiry of the said term, the parties shall have the option for renewing this deed of participating by executing suitable deeds.
6. All the obligations, liabilities, responsibilities, payment terms as mentioned in the said MoU shall be applicable to the participating ULB.


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ULUNDURPET MUNICIPALITY,

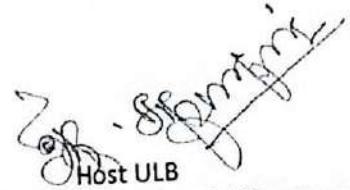
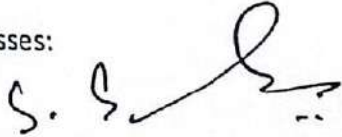

COMMISSIONER
KALLAKURICHI MUNICIPALITY.

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IN WITNESS HERE OF THE PARTIES HAVE SET THEIR HANDS ON DATE, MONTH AND THE YEAR HEREIN ABOVE WRITTEN IN THE PRESENCE OF

Witnesses:

1.



Host ULB
Ulundurpet Municipality
COMMISSIONER
ULUNDURPET MUNICIPALITY

2.



Participating ULB
Kallakurichi Municipality
COMMISSIONER
KALLAKURICHI MUNICIPALITY

**BEFORE THE HON'BLE
NATIONAL GREEN TRIBUNAL,
SOUTHERN ZONE AT CHENNAI
APPLICATION NO. 104 OF 2024
IN THE MATTER OF**

Mr.R,Thangavel,

...Applicant

Vs

The District Collector, and 4 ors
...Respondents

**STATUS REPORT FILED BY
THE 3RD RESPONDENT**

L.P.MAURYA

**STANDING COUNSEL FOR
3RD RESPONDENT**

PH.NO.9444670816