

Waste Management and Resource Recovery (Processing Refund Protocol) Determination 2020

Disallowable instrument DI2020–5

made under the

Waste Management and Resource Recovery Act 2016, s 64L (Payment of refund amounts to material recovery facility operators)

EXPLANATORY STATEMENT

Outline

The Processing Refund Protocol is a document required under section 64L(2) of the *Waste Management and Resource Recovery Act 2016*. Section 5 of the Processing Refund Protocol provides that the Processing Refund Protocol is to be reviewed by the Territory.

The *Waste Management and Resource Recovery (Processing Refund Protocol) Determination 2018* (DI2018-208) commenced on 30 June 2018. The changes that have been made from the 2018 edition are outlined in this statement.

The review of the Processing Refund Protocol resulted in the following changes to the Protocol:

- Section 3.2 has now been moved to 4.2. 4.2 clause (ii) now includes that the Waste Manager will take into consideration, before approving a Refund Sharing Agreement, the impact that such an agreement will have on the integrity of the ACT CDS.
- Revision of definitions listed in Section 6 to include new definitions and clarify existing definitions.
- Clearer reporting guidelines have been added in section 7.5. Additional clauses added to this section to outline the eligible and ineligible streams of materials for the Material Recovery Facility Operator.
- Section 7.6 now recognises ACT sourced commercial containers under the ACT CDS, on the basis that as these containers were sold in the ACT a

refund amount should be able to be claimed when they are recycled by the Material Recovery Facility Operator.

- Section 7.6 Method 1 now refers to all material, not just kerbside.
- Amendment to Section 7.8 clause (d) and (e). Clause (d) no longer requires a claim to be accompanied by a statutory declaration. Clause (e) has been changed from 10 Calendar Days to 10 Business Days to reflect real-world business operations.
- Amendment to Section 8.1.1 which now includes commercial containers in the calculation method.
- Amendment to Section 8.6 has been changed from 28 Calendar Days to 20 Business Days to reflect real-world business operations.
- Amendment to Section 8.6 now includes a request for extension provision.
- Amendment to Section 8.7 has been changed from 7 days to 5 Business Days to reflect real-world business operations.
- Amendment to Section 8.9 has been changed from 100 Calendar Days to 70 Business Days. 10 Calendar Days has been changed to 10 Business Days to reflect real-world business operations.
- Amendment to Section 8.12 has been changed from 60 Calendar Days to 45 Business Days to reflect real-world business operations.
- Addition of Section 8.11 to enable an adjustment to a claim by mutual agreement.
- Amendments have been made to Section 8.12, changing 60 Calendar Days to 45 Business Days to reflect real-world business operations.
- Amendment to Section 11.1 has been changed from 30 days to 20 business days to reflect real-world business operations.
- Section 11.2 (f) now includes provision for the Scheme Coordinator internal audit team to carry out an assurance audit of the MRF and if found that the assurance activities uncover an adjustment is needed, the amount owing by the MRF Operator will be deducted from the next Processing Refund Claim.
- Amendment to Section 12.2 has been changed from 28 days to 20 Business days to accelerate the executive negotiation process and to reflect real-world business operations.
- Inclusion of Section 15, Timeline of Key Dates has been added for ease of reference.

This explanatory statement has been prepared to assist the reader in interpreting the changes that have been made subsequent to the first year of operation of the ACT

CDS. It does not form part of the determination and has not been endorsed by the ACT Legislative Assembly.

This explanatory statement must be read in conjunction with the determination. It is not intended to be a comprehensive description of the determination. What is written about a provision is not to be taken as an authoritative statement of the meaning of a provision, this being a responsibility of the courts.