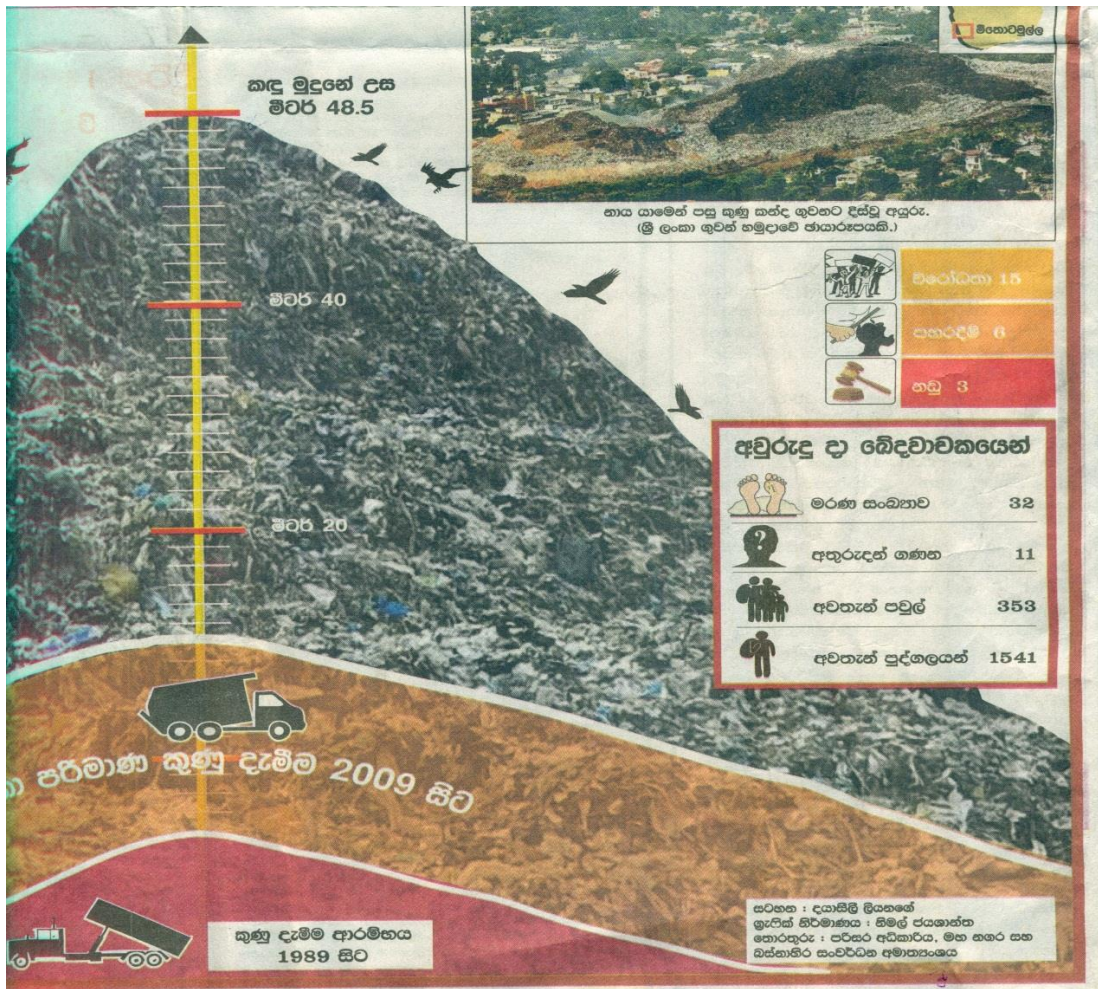


කොළඹ මහා නගර සභාවේ සහ අපද්‍රව්‍ය කළමනාකරණය පිළිබඳ විගණකාධිපති විශේෂ වාර්තාව



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විධායක සාරාංශය

මහා නගර සභාවකට අයත් ප්‍රධාන කර්තව්‍යන් ලෙස මහජන සෞඛ්‍ය පවත්වා ගෙන යාම, මහජනායාගේ සැප පහසුකම්, සුභසාධක කටයුතු හා මහා නගරයේ සුඛ විහරණ ක්‍රම ආරක්ෂා කිරීම ද වීම නිසා මහා නගර සභාව කසළ කළමනාකරණය කිරීම කෙරෙහි ප්‍රමුඛත්වයක් ලබා දී කටයුතු කළ යුතු ය.

කොළඹ මහා නගර සභාව විසින් 2009 වර්ෂයෙහි අප්‍රේල් දක්වා සභා බල ප්‍රදේශයෙහි කසළ, බ්ලූමැන්ඩල් ප්‍රදේශයට බැහැර කළ අතර “බ්ලූමැන්ඩල් කුණු කන්ද” ලෙස කසළ කන්දක් නිර්මාණය විය. කසළ දැමීම පිළිබඳව මහජන උද්ඝෝෂණ දිගින් දිගටම මතු වීම හේතුවෙන් ශ්‍රේෂ්ඨාධිකරණය ලබා දුන් තීන්දුව මත බ්ලූමැන්ඩල් කුණු කන්දට කසළ බැහැර කිරීම තහනම් කරන ලදී. ඉන්පසු 2009 අප්‍රේල් මාසයේ සිට මීතොටමුල්ල පොතු විල්කුඹුර ප්‍රදේශයෙහි භූමියකින් අක්කර 02ක භූමි භාගයකට වසර 02ක කාල සීමාවක් සඳහා කසළ බැහැර කිරීමට අවසර ලබා දී තිබුණි. සභාව, ශ්‍රේෂ්ඨාධිකරණ තීන්දුව ඉක්මවා වසර 08ක කාලයක් දක්වා කසළ බැහැර කිරීම හේතුවෙන් අක්කර 23ක ප්‍රදේශයක් දක්වා කසළ කන්ද ව්‍යාප්ත වී 2017 අප්‍රේල් 14 දින නායයාමකට ලක් වූ අතර එම ව්‍යාසනයෙන් මරණ 32ක් ඇතුළුව දේපළ විශාල ප්‍රමාණයකට හානි වීම් සිදුවිය. මීතොටමුල්ල කසළ කන්ද 2018 ජනවාරි මස අවස්ථා 02ක දී ගිනි ගැනීමකට ලක් වූ අතර, එවැනි ආපදා මඟින් පරිසරයට හා සාමාන්‍ය ජන ජීවිත වලට සිදුවූ හානිය පිළිබඳව අවධානය යොමුකර නොතිබුණි.

මහා නගර සභාවක කසළ එම සභාවෙහි දේපළක් ලෙස සැලකිය යුතු වුවද, කොළඹ මහා නගර සභාව විසින් කසළ, සභා බල ප්‍රදේශයෙන් බැහැර ප්‍රදේශයකට ඉවත් කිරීම සඳහාත් කසළ කන්දෙහි කසළ සමතලා කිරීම සඳහාත් අධික වැයබරක් දරා පෞද්ගලික සමාගම්හි සේවය ලබා ගෙන තිබුණි. තවද කසළ බැහැර කිරීමේ දී සභාව විසින් අධිකරණය මඟින් ලබා දී ඇති තීන්දු තීරණ , කසළ කළමනාකරණය පිළිබඳව රජය විසින් පනවා ඇති නීති රීති හා පවතින අපද්‍රව්‍ය ප්‍රතිපත්ති පිළිබඳව අවධානය යොමුකර නොතිබුණි. සභාව විසින් දිගින් දිගටම කසළ බැහැර කිරීම සඳහා සුදුසු ප්‍රදේශ සොයා ගැනීමට අමතරව කසළ ගැටළුව විසඳීම සඳහා ස්ථීර විසඳුමක් මේ දක්වා ලබා දී නොමැත. දේශීය හා විදේශීය විද්වතුන් විසින් පෙන්වා දෙන ලද හා භාවිතා කරන කසළ ප්‍රතිචක්‍රීකරණ ක්‍රමවේද හා කසළ වත්කමක් බවට පරිවර්ථනය කර නොගැනීම නිසා සභාවෙහි ආදායමින් සැලකිය යුතු ප්‍රමාණයක් කසළ බැහැර කිරීම සඳහා වාර්ෂිකව වැය කර තිබුණි. තවද සභාවෙහි කසළ කළමනාකරණ කටයුතු සඳහා අවශ්‍ය වාහන මිල දී ගැනීමට 2010 වර්ෂයේ සිට වාර්ෂික අයවැයෙන් මූල්‍ය ප්‍රතිපාදන සලසා තිබුණ ද සභාවට අවශ්‍ය වාහන එසේ මිල දී නොගෙන එකම ආයතනයකින් වාහන කුලී පදනම මත ලබා ගෙන සේවයෙහි යොදවා තිබුණි.

මීතොටමුල්ල කසළ කන්ද කඩා වැටීමෙන් සිදු වූ ජීවිත හා දේපළ හානිවීම් ද වර්ථමානයේ කොළඹ මහා නගර සභාවේ කසළ කළමනාකරණය නිසි අයුරින් සිදු නොවීම නිසා සාමාන්‍ය ජන ජීවිතයට සිදුවෙමින් පවතින හානිය පිළිබඳව ද වගකිවයුතු පාර්ශවයන් පිළිබඳ අනාවරණය කිරීම මෙම වාර්තාව නිකුත් කිරීමේ පරමාර්ථය විය.

01. උක්ත වාර්තාව නිකුත් කිරීමේ පසුබිම හා නෛතික විධිවිධාන.

1.1 නෛතික විධිවිධාන

මහා නගර සභා ආඥා පනතේ (252 අධිකාරය) I කොටස 4 වගන්තියෙහි දැක්වෙන පරිදි මහජන සෞඛ්‍ය, මහජන උපයෝගීතා සේවා සහ පොදු මංමාවත් පිළිබඳ සියළු කාරණා විධිමත් කිරීමද, පාලනය කිරීමද, පරිපාලනය කිරීමද සාමාන්‍යයෙන් මහජනයාගේ සැප පහසුකම්, පහසුකම් සහ ශුභ සාධක කටයුතු හා මහා නගරයේ සුබ විහරණ ක්‍රම ආරක්ෂා කිරීමද ප්‍රවර්ධනය කිරීම කොළඹ මහා නගර සභාවට අයත් කර්තව්‍යයන් ලෙස සඳහන් වේ. ආඥා පනතේ VI කොටසෙහි 96 වගන්තියට අනුව මහා නගර සභාව පොදු මහජන සෞඛ්‍ය අධිකාරිය විය යුතු වේ. (ඇමුණුම - 01)

1.2 පසුබිම

ශ්‍රී ලංකාවේ අපද්‍රව්‍ය කළමනාකරණය සම්බන්ධයෙන් ජාතික ප්‍රතිපත්තියක් නොමැතිවීමත්, කසළ කළමනාකරණය සම්බන්ධයෙන් වගකිව යුතු ආයතනවලට පැවරී ඇති වගකීම මැනවින් ඉටු නොවීමත්, එම ආයතන අතර සමෝධානික වගකීම ඉටු නොවීමත් නිසා සෞඛ්‍ය, සමාජයීය, ආර්ථික හා පාරිසරික ප්‍රශ්න වර්ධනයෙන්, මේ වන විට එය ජාතික ප්‍රශ්නයක් බවට පත්වී ඇත. 2017 අප්‍රේල් 14 දින මීතොටමුල්ල කසළ කන්ද නාය යෑම නිසා සිදුවුණු ජීවිත සහ දේපල හානි, රටතුල ඩොංගු වසංගත තත්ත්වයක් පැවතීම, අහිතකර වායු ජනනයවීමෙන් ශ්වසන රෝග ඇතිවීම හා ජල මූලාශ්‍ර දූෂණයවීම ආදී කරුණු මේ තුළින් ඇති වී තිබුණු ප්‍රධාන හානිකර තත්ත්වයන් වේ. මේ ආකාරයෙන් නිරන්තරයෙන් පවත්නාවූ ගැටළු ශ්‍රී ලංකාවේ සංචාරක කර්මාන්තයටද දැඩිව අහිතකර ලෙස බලපා තිබුණි. මේ සම්බන්ධයෙන් මාධ්‍ය මගින් නිරන්තරයෙන් සිදුකරන අනාවරණය කිරීම්, අධිකරණ තීන්දු, පරිසරවේදීන් සහ විද්වතුන් විසින් පලකරනු ලබන ප්‍රකාශන හා පුරෝකථන, ජනතා උද්ඝෝෂණ සහ විරෝධතා පිළිබඳව ජාතික වශයෙන් ඉතා දැඩි අවධානයක් යොමුවී තිබේ. එබැවින් විධිමත්ව අපද්‍රව්‍ය බැහැර කිරීම සඳහා යාන්ත්‍රණයක් සැකසීම සඳහා රජයේ ඍජු මැදිහත්වීම සහ දායකත්වය එලදායී ආකාරයෙන් ලබාදීම වර්තමානයේ දැඩි අවශ්‍යතාවයක් වන බව අවධාරණය කිරීම මෙම වාර්තාවේ අරමුණ වේ.

02. මෙම වාර්තාව පිළියෙල කිරීමේදී පහත දැක්වෙන ක්‍රමවේදයන් අනුගමනය කරන ලදී.

2.1 පහත සඳහන් ලේඛන පරීක්ෂා කරන ලදී.

- 2.1.1 අංක SC/FR/218/09 දරන හා 2009 අප්‍රේල් 27 දිනැති ශ්‍රේෂ්ඨාධිකරණ තීරණය
- 2.1.2 අයවැය ලේඛන 2012 වර්ෂයේ සිට 2017 වර්ෂය දක්වා
- 2.1.3 සභාවේ මුදල් කමිටු වාර්තා
- 2.1.4 පුද්ගලික ආයතන වෙත ටෙන්ඩර් පිරිනැමීමට අදාල ප්‍රසම්පාදන ලිපිගොනු
- 2.1.5 මහජන ආධාර දෙපාර්තමේන්තුව විසින් නඩත්තු කරනු ලබන වන්දි ගෙවීම් වලට අදාල සියලු ලිපිගොනු
- 2.1.6 ගෙවීම් වවුචර්, මුදල් පොත්
- 2.1.7 වාහන කුලියට ගැනීමට අදාල ලිපිගොනු
- 2.1.8 විදේශ පුහුණු වීම් වලට අදාල ලිපිගොනු
- 2.1.9 කසළ කළමනාකරණය පිළිබඳව පනවා ඇති නීති රීති හා පවතින අපද්‍රව්‍ය ප්‍රතිපත්ති (ඇමුණුම - 02)
- 2.1.10 සභාවේ කසළ අපහරණය හා කසළ අංගනය නාය යැම පිළිබඳව පළවූ පුවත් පත් වාර්තා (ඇමුණුම - 03)
- 2.1.11 ආපදා කළමනාකරණ මධ්‍යස්ථානය විසින් නිකුත් කළ වාර්තා

2.2 වෙනත් පරීක්ෂාවන්.

- 2.2.1 විපතට පත් ප්‍රදේශය භෞතිකව පරීක්ෂා කිරීම
- 2.2.2 වර්තමානයේ කසළ බැහැර කරනු ලබන ස්ථානය පිළිබඳ භෞතිකව පරීක්ෂාව
- 2.2.3 සම්මුඛ සාකච්ඡා මගින් තොරතුරු ලබා ගැනීම

03. විෂය පථය සීමාවීම.

මෙම වාර්තාවෙන් ඉස්මතු කර ඇති නිරීක්ෂණයන් තුළින් නිගමනයන්ට එළඹීමේදී මාගේ විෂය පථය මතු දැක්වෙන සීමා කිරීම් වලට යටත්ව තිබූ බව අවධාරණය කරනු ලැබේ.

- 3.1 කොළඹ නගර සභා සීමාව තුළ දෛනිකව එකතු වන කසළ ප්‍රමාණය පිළිබඳව නිශ්චිත තහවුරු වූ දත්ත නොමැති වීම.
- 3.2 මීතොටමුල්ල කසළ බැහැර කිරීමේ අංගනයෙන් සිදුවන පාරිසරික හා විද්‍යාත්මක බලපෑම මැනීම සඳහා අවශ්‍ය විශේෂඥ දැනුම නොමැති වීම.

04. අපද්‍රව්‍ය එකතු කිරීම හා බැහැර කිරීම පිළිබඳ සභාව විසින් කටයුතු කර ඇති ආකාරය.

4.1 කොළඹ මහා නගර සභා බල ප්‍රදේශය වරිපනම් කොට්ඨාශ 47 කට වෙන්කර ඇති අතර, එම කොට්ඨාශ 47 හි කසල කළමනාකරණ කටයුතු නියාමනය කිරීම සඳහා දිසා කාර්යාල 06 ක් පිහිටුවා ඇත. එහිදී කොළඹ මහා නගර සභාව හා අබාන්ස් පෞද්ගලික සමාගම එක්ව දිසා 03 කද, අබාන්ස් පෞද්ගලික සමාගම තනිවම දිසා 02 කද අබාන්ස් හා කෙයාර්ක්ලීන් සමාගම එක්ව එක් දිසාවකද කසල බැහැර කිරීමට අදාළව ක්‍රියාකිරීමට පහත සඳහන් පරිදි වර්ෂ 4 ක කාලයකට ගිවිසුම් ගත වී ඇත. (ඇමුණුම - 04)

	කසල එකතු කිරීම සඳහා ගිවිසුම්ගත ප්‍රදේශය	ගිවිසුම් අංකය	කොන්ත්‍රාත්කරු	ගිවිසුම් පරිච්ඡේදය කාල	කොන්ත්‍රාත් මුදල (වර්ෂ 04 සඳහා) රු.
***	දිසා අංක 2A (කොටුව පිටකොටුව හැර)	28/2016	කෙයාර්ක්ලීන් පුද්ගලික සමාගම	01/07/2015-30/06/2019	833,241,665
**	දිසා අංක 01	46/2016	අබාන්ස් එන්වයර්මන්ටල්ස් පුද්ගලික සමාගම	07/12/2015-06/11/2019	835,619,010
***	දිසා අංක 2A (කොටුව පිටකොටුව)	74/2015	අබාන්ස් එන්වයර්මන්ටල්ස් පුද්ගලික සමාගම	01/09/2015-31/08/2019	1,006,609,747
*	දිසා අංක 04 (නිවාස වලින් කසල එකතු කිරීම හැර)	115/2016	අබාන්ස් එන්වයර්මන්ටල්ස් පුද්ගලික සමාගම	01/09/2016-31/08/2020	479,356,401
*	දිසා අංක 2B (නිවාස වලින් කසල එකතු කිරීම හැර)	114/2016	අබාන්ස් එන්වයර්මන්ටල්ස් පුද්ගලික සමාගම	01/09/2016-31/08/2020	677,954,092
*	දිසා අංක 03 (නිවාස වලින් කසල එකතු කිරීම හැර)	116/2016	අබාන්ස් එන්වයර්මන්ටල්ස් පුද්ගලික සමාගම	01/09/2016-31/08/2020	733,173,026
**	දිසා අංක 05	22/2015	අබාන්ස් එන්වයර්මන්ටල්ස් පුද්ගලික සමාගම	01/01/2015-31/12/2018	783,419,821

එකතුව

5,349,373,762

* කොළඹ නගර සභාව හා අබාන්ස් පුද්ගලික සමාගම එක්ව
 ** අබාන්ස් පුද්ගලික සමාගම
 *** අබාන්ස් පුද්ගලික සමාගම හා කෙයාර්ක්ලීන් පුද්ගලික සමාගම

මේ සම්බන්ධයෙන් සිදුකල පරීක්ෂණයේදී අනාවරණය වූ කරුණු පහත සඳහන් පරිදිවේ.

4.1.1 මිල ගණන් කැඳවූ සෑම අවස්ථාවකදීම ඉහත සඳහන් පුද්ගලික ආයතන දෙක සමඟ තවත් එක් ආයතනයක් හෝ දෙකක් පමණක් සාර්ථකව මිල ගණන් ඉදිරිපත් කර තිබූ අතර අනෙකුත් ආයතන ඇගයීම සඳහා සුදුසුකම් නොලබන ආයතන බවට පත් වී තිබුණි. (ටෙන්ඩරයක් සඳහා සුදුසුකම් අනුව) තවද, මෙම කොන්ත්‍රාත්තු, සමාගම් කිහිපයක් අතරේ බෙදී යාම පිළිබඳව 2015 මාර්තු 30 දින පැවති මහා සභාවේදී නාගරික මන්ත්‍රීවරුන් විසින් ද සාකච්ඡා කර ඇති බව ද අනාවරණය විය.

4.1.2 මහා නගර සභාවේ මිල ගණන් සමග ටෙන්ඩරය පිරිනැමූ ආයතනවල මිල ගණන් සැසඳීමේදී මහා නගර සභාවේ මිල ගණන්වලට වඩා සියයට 8 සිට සියයට 53 දක්වා ප්‍රමාණයකින් ටෙන්ඩර්කරුවන්ගේ මිල ගණන් වැඩි වී තිබුණි.

4.1.3 ශ්‍රී ලංකා ප්‍රජාතාන්ත්‍රික සමාජවාදී ජනරජයේ ප්‍රසම්පාදන මාර්ගෝපදේශ සංග්‍රහයේ 6.3.3. (අ) සඳහන් අවශ්‍යතාවය පරිදි මෙම කාර්යය සඳහා ලංසු විවෘත කිරීමේ කමිටුවක් පත්කර නොතිබුණු අතර, ප්‍රසම්පාදන මාර්ගෝපදේශ සංග්‍රහයේ 6.3.3 (ආ) පරිදි ලංසු කරුවන් හෝ නියෝජිතයින් ඉදිරිපිටදී ලංසු විවෘත කල බවට ද සාක්ෂි නොතිබුණි.

4.1.4 මහා නගර සභාවේ මුදල් පිළිබඳ ස්ථාවර කමිටුවේ නිර්දේශයන්හි කොන්ත්‍රාත් ගිවිසුමට ඇතුළත් කළ යුතු කොන්දේසි දක්වා තිබුණි. එම නිර්දේශ අනුව ගිවිසුම් අත්සන් කිරීමට දින 30 කට පෙර කොන්ත්‍රාත්තුවේ සඳහන් වාහන හා යන්ත්‍රෝපකරණ නගර ශාලාව වෙත ගෙන්වා ප්‍රදර්ශණය කළ යුතු බවට කොන්දේසියක් ගිවිසුමට ඇතුළත් කළ යුතු වුවද එවැනි කොන්දේසියක් ගිවිසුමට ඇතුළත් කර නොතිබුණි. (ඇමුණුම - 05)

4.1.5 කොළඹ මහා නගර සභාවේ “දර්ශනය” ලෙස සඳහන් වන්නේ 2017 දී කොළඹ නගරය දකුණු ආසියා කලාපයේ විශිෂ්ඨ සේවා සැපයුම් ආයතනයක් බවට පත් වෙමින් සෞභාග්‍ය සම්පන්න ධනවත් හා සමෘද්ධිමත් නගරයක් බවට පරිවර්තනය කිරීමය. එහි එක් සේවා සැපයුමක් වන්නේ නිවාස හා ව්‍යාපාරික ස්ථානවල කසළ එක් රැස් කර ඉවත් කිරීම හා නගරය පිරිසිදුව හා අලංකාරව පවත්වා ගැනීමය. කසළ එක් රැස්කර ඉවත් කිරීම සිදුකරන අඛණ්ඩ ආයතනය වෙත ගෙවීම් බිල්පත් පියවීමේදී ගිවිසුම් ප්‍රකාරව මෙම ආයතනය විසින් ඉටු නොකරන සේවා සඳහා අවකරණයන් ලබා දී තිබූ අතර එය මසකට රු.500,000 ක් විය. අනුයාත මාස 03 කදී එය රු.500,000 ඉක්ම වන්නේ නම් ගිවිසුම අවලංගු කලයුතු වුවද, 2016 නොවැම්බර් 22 දිනැති අංක 368 දරන කමිටු තීරණය මගින් මෙම අවකරණ සීමාව ඉවත් කර ගිවිසුම් ප්‍රකාරව අඩු කිරීම් සියල්ල සිදුකොට බිල්පත් පියවීම කළ යුතු බවට තීරණය කර තිබුණි. මෙමගින් ගිවිසුම්ගත වැඩ කොටස නිසියාකාරව සිදු නොකොට, කරන ලද වැඩවලට පමණක් ගෙවීම් ලබා ගැනීමට පෙළඹවීමක් ඇතිකර තිබුණි. මේ හේතුවෙන් නගරයේ උසස් බව පවත්වා ගැනීම, ආදායම් මාර්ග උත්පාදනය කිරීම හා මනා වියදම් පාලනයක් පවත්වා ගැනීමින් නගර සංවර්ධන සැලසුම් හා කාර්ය භාර්ය ඉටු කිරීම, ආයතන වල යටිතල පහසුකම් වැඩි දියුණු කිරීම මගින් සේවා ලාභීන් හා ගනුදෙනුකරුවන්

වෙන හිතකාමී හා යහපත් පරිසරයක් ගොඩනැගීම හා දැකුම්කළු හරින නගරයක් නිර්මාණය කිරීම යන සභාවේ අභිමතාර්ථයන් ඵලදායී ආකාරයෙන් ඉටු වී නොතිබුණි. තවද ඉහත සඳහන් කමිටු තීරණය සභාවේ “දර්ශනය” ටද අභිතකර ලෙස බලපෑම් කර ඇති බව අනාවරණය විය.

(ඇමුණුම - 06)

4.2 අංක SC/FR/218/09 දරන හා 2009 අප්‍රේල් 27 දිනැති ශ්‍රේෂ්ඨාධිකරණ තීරණය මඟින් අක්කර 02 ක භූමි ප්‍රමාණයකට වසර දෙකක කාලයක් සඳහා තාවකාලිකව කසළ බැහැර කිරීමට අවසර ලබා දී තිබුණි. ඒ අනුව, නාගරික සංවර්ධන අධිකාරියේ 2009 අප්‍රේල් 08 දිනැති අංක 10/2/316 දරන ලිපිය මඟින් නාගරික සංවර්ධන අධිකාරියට අයත් කොලොන්නාව, පොතු විල් කුඹුර අක්කර 02 ක ඉඩම් කොටසකට තාවකාලික පදනම මත කසළ බැහැර කිරීමට ඉඩ ලබා දී තිබුණි. ශ්‍රේෂ්ඨාධිකරණ තීරණය පරිදි වසර 02 ක කාලය ඉක්මවා 2009 අප්‍රේල් සිට 2017 අප්‍රේල් මස දක්වා වසර 08 ක කාලයක් නාගරික සංවර්ධන අධිකාරියට අයත් කොලොන්නාව ප්‍රදේශයේ පොතු විල් කුඹුරට කසළ බැහැර කර තිබුණි. කසළ බැහැර කිරීමේදී බස්නාහිර පළාතේ කසළ අපද්‍රව්‍ය බැහැර කිරීම් පිළිබඳ ශ්‍රී ලංකා ප්‍රජාතාන්ත්‍රික සමාජවාදී ජනරජයේ 2008 ජූලි 30 දිනැති අංක 1560/06 දරන ගැසට් පත්‍රයට අනුව හා බස්නාහිර පළාතේ 2008 අංක 01 දරන නාගරික සභා අපද්‍රව්‍ය කළමනාකරණ රීති වල 03 ඡේදයේ සඳහන් අපද්‍රව්‍ය බැහැර කිරීම පිළිබඳව පනවා ඇති නීති රීති පිළිබඳව අවධානයක් යොමු කර නොතිබුණි. වසර 08 ක කාලයක් තුළ කසළ බැහැර කිරීම හේතුවෙන් කසළ අංගනය අක්කර 23 ප්‍රමාණයක් දක්වා ව්‍යාප්ත වී තිබුණු අතර, කසළ අංගනය නිසා පීඩාවට පත්වුවන් විසින් විරෝධතා දැක්වීමට හා පීඩාවට පත්වුවන් විසින් 2015 ජූලි 27 දින අංක SP/FR/311/2015 හා 2015 ජූලි 30 අංක SP/FR/311/2015 දරන මූලික අයිතිවාසිකම් පෙත්සම් ශ්‍රේෂ්ඨාධිකරණය වෙත යොමුකිරීමට කටයුතු කර තිබුණද, ඒ පිළිබඳව බලධාරීන් විසින් නිසි අවධානයක් යොමු නොකිරීම හා නිසි පිළියම් නොයෙදීම හේතුවෙන් කසළ කන්දෙහි උස මීටර් 48.5 ක් ඵනම් අඩි 159.12 ක් දක්වා ව්‍යාප්ත වී තිබුණි. **(ඇමුණුම - 07)**

4.3 බැහැර කළ කසළ තූනී කිරීම සඳහා බර වාහන භාවිතා කර ඇති අතර එම වාහන වලින් වැඩි ප්‍රතිශතයක් බාහිර පාර්ශවයන් මඟින් කුලියට ගත් ඒවා විය. කසළඅංගනයේ සේවයේ යෙදවීම සඳහා වාහන කුලියට ගැනීම හා මිලදී ගැනීම පිළිබඳ විස්තර පහත පරිදි විය.

වර්ෂය	වාහන මිලදී ගැනීමට සලසා තිබූ ප්‍රතිපාදන මුදල රු.	මිලදී ගැනීමට වැයකල මුදල රු.	මිලදී ගැනීමට වැයකල මුදල ප්‍රතිපාදනයෙන් ප්‍රතිශතයක් ලෙස	කුලී පදනම මත ලබාගත් වාහන සඳහා කල ගෙවීම් රු.	වාහන කුලී ගෙවීම් වාර්ෂික අඩු වීම/වැඩි වීම ප්‍රතිශතයක් ලෙස
2010	43,800,000	8,847,400	20.1	42,277,380	
2011	83,200,000	949,500	1.15	46,411,085	9.7
2012	132,375,000	24,485,670	18.4	37,573,310	11.1
2013	80,000,000	34,272,000	42.8	48,034,078	13.6
2014	126,850,000	39,128,244	30.8	89,225,860	111
2015	127,300,000	38,462,777	30.2	179,135,319	323.7
2016	264,400,000	65,788,427	24.8	237,999,665	462.9

මේ සම්බන්ධයෙන් පහත කරුණු අනාවරණය විය.

- 4.3.1 එක් එක් වර්ෂවලදී සෂ අපද්‍රව්‍ය කළමනාකරණය සඳහා අවශ්‍ය ට්‍රැක්ටර්, ටීපර්, කම්පැක්ටර්, එක්ස්කැවේටර් සහ ඩෝසර් සඳහා මිලදී ගැනීමට ඉහත දැක්වෙන පරිදි විශාල ලෙස ප්‍රතිපාදන සලසා ගෙන තිබුණත් මිලදී ගැනීම සඳහා වැයකර තිබුණු තරා මුදල, ප්‍රතිපාදනයෙන් සියයට 1 සිට 43 දක්වා පරාසයක පැවතුණි.
- 4.3.2 එක් එක් වර්ෂවලදී වාහන මිලදී ගැනීම සඳහා කළ ප්‍රතිපාදනයෙන් වාහන (බ්‍රැල්ඩෝසර්, එක්ස්කැවේටර් හා ටීපර්) මිලදී ගැනීමට කටයුතු කළේ නම් කුලී පදනම මත වාහන ලබා ගැනීමට වාර්ෂිකව පුද්ගලික අංශය වෙත වැය කළ මුදල අඩු කර ගැනීමට මෙන්ම සභාවට වත්කම් එකතු කර ගැනීමටද හැකිව තිබුණි.
- 4.3.3 කුලී පදනම මත ලබාගත් වාහන සඳහා ගෙවීම් වල වාර්ෂික (2010 වර්ෂය පාදක කරගෙන) වැඩිවීම සියයට 9.7 සිට 462.9 ක පරාසයක පැවතුණි.
- 4.3.4 කසළ අංගනයේ මෙහෙයුම් කටයුතු සඳහා සභාව සතු එක්ස්කැවේටර් යන්ත්‍රය සහ බ්‍රැල්ඩෝසර් 02 ක් 2016 වර්ෂයේදී දෛනිකව යොදාගෙන තිබුණත් කුලී පදනම මත වාහන වියදම අඩු වී නොතිබුණි.
- 4.3.5 සභාවේ දැක්ම හා මෙහෙවර ලභාකර ගැනීමට අවශ්‍ය මූලික කාර්යයන් අතර කසළ වර්ග කර නිසි පරිදි බැහැර කිරීම ඇතුළත් වුවත් ඒ සඳහා අවශ්‍ය පියවරයන් වන වර්ග කළ කසළ පමණක් භාර ගැනීම, වාහන හා යන්ත්‍ර මිලදී ගැනීමට කටයුතු කිරීම හා අවශ්‍ය සේවකයින් බඳවා ගැනීම, පුහුණු කිරීම යනාදිය සිදුකර නොතිබුණි. සෂ අපද්‍රව්‍ය අංශයට අනුයුක්ත නිලධාරීන් සහ ඉහළ කළමනාකරණය ප්‍රමාණවත් මූල්‍ය ප්‍රතිපාදන තිබියදී සභාවට අවශ්‍ය වාහන මිලදී ගැනීමෙන් තොරව දිගින් දිගටම බාහිර පාර්ශවයන්ගෙන් වාහන කුලියට ගෙන සේවා ලබා ගැනීම එම පුද්ගලික අංශයේ අවශ්‍යතාවය පරිදි කටයුතු කිරීමක් ලෙස දැක්විය හැකිය.
- 4.4 සෂ අපද්‍රව්‍ය පවිත්‍රතා අංශයේ අවශ්‍යතාවය සඳහා හදිසි මිලදී ගැනීම් උපදෙස් යටතේ ටීපර් රථ 06 ක් පුද්ගලික සමාගමකින් කුලී පදනම මත ලබාගෙන තිබුණි. මේ සඳහා රු.59,628,833 ක මුදලක් 2015 ජූනි සිට 2017 මැයි 12 දක්වා ගෙවා තිබූ අතර ඒ පිළිබඳ සිදුකල විගණන පරීක්ෂණයේදී පහතකරුණු අනාවරණය විය.
 - 4.4.1 මෙම වාහන කුලියට ගැනීම ප්‍රසම්පාදන මාර්ගෝපදේශ සංග්‍රහයේ 3.8 හදිසි මිලදී ගැනීම් සඳහා වූ ප්‍රතිපාදන අදාල කරගෙන තිබුණද, ප්‍රසම්පාදන මාර්ගෝපදේශ සංග්‍රහයේ 3.8.1 (අ) යටතේ දක්වා ඇති පරිදි පහත සඳහන් අවස්ථාවලදී පමණක් එම වගන්තිය අදාල කරගත හැකිවන අතර එහි සඳහන් අවස්ථා යටතට මෙම වාහන කුලියට ගැනීම යොදා ගත නොහැකි බව දැක්විය හැකිය.
 - 4.4.2 සෂ අපද්‍රව්‍ය අංශයේ අධ්‍යක්ෂ ඉංජිනේරු විසින් නාගරික කොමසාරිස් අමතන ලද 2015 ජූනි 18 දිනැති ලිපියෙන් දිසා 02, 03, 04 යන කාර්යාලවල කසළ රැස්කිරීමේදී වාහන නිරන්තරයෙන් කැඩීයාම නිසා ඇති වී තිබෙන බැරෑරුම් තත්ත්වය හේතුවෙන් කසළ ප්‍රවාහනය සඳහා පෙ.ව. 6.00 සිට ප.ව.8.00 දක්වා කුඩා ටීපර් රථ 06 ක් රියදුරු හා ඉන්ධන සමඟ කුලී පදනම මත ලබා ගැනීමට අනුමැතිය ඉල්ලා තිබූ අතර ඒ අනුව නාගරික කොමසාරිස් විසින් මිල ගණන් කැඳවීම සඳහා අනුමැතිය ලබා දී තිබුණි. ඒ අනුව පැය 14 ක සේවා කාලයක් ලබා ගැනීමේ අවශ්‍යතාවයක් තිබියදී පිරිවිතරයන් සඳහා අවම පැය ගණන 8 ක් ලෙස සඳහන් කර තිබූ අතර ඇස්තමේන්තු මිල ගණන් ද පිළියෙල කර නොතිබුණි.

- 4.4.3 මෙම කුලී රථවල සේවාව දෛනිකව ලබා ගන්නේද නැතහොත් අවශ්‍ය අවස්ථාවන්හිදී පමණක් යොදා ගන්නේද යන්න පැහැදිලිව දක්වා නොතිබූ අතර සෑම මාසයකම දින 25 ක් පමණ සේවා සඳහා යොදවාගෙන තිබූ බවත් පැය 14 ක කාලයක් සඳහා අවශ්‍යතාවය දක්වා තිබුණද දිනකට පැය 8 ක් 9 ක් (පෙ.ව.9.00 සිට ප.ව.6.00) අතර කාලයන්හි පමණක් සේවාවන් ලබාගෙන තිබූ බවත් ගෙවීම් වවුචර් පරීක්ෂාවේදී නිරීක්ෂණය විය. මේ අනුව මාර්ග තද බදය අඩු අවස්ථා වලදී කසළ ප්‍රවාහනය සඳහා ප්‍රමුඛතාවයක් ලබාදී නොතිබුණි.
- 4.4.4 2015 ජුනි 28 පැවති මහා සභාව විසින් මාස 02 ක කාල සීමාවකට මෙම සේවා සැපයීම ලබා ගැනීම සඳහා අනුමැතිය ලබා දී තිබූ අතර නැවතත් 2015 අගෝස්තු 31 දිනැති මහා සභා සම්මුතිය මඟින් වර්ෂයක කාලයක් සඳහා සේවා ලබා ගැනීමට අනුමැතිය ලබා දී තිබුණි. එසේ වුවද, 2015 ජුනි 25 දින සිට බලපැවැත්වෙන පරිදි වසරක කාලයක් සඳහා කොන්ත්‍රාත්කරු සමඟ 2015 සැප්තැම්බර් 01 දින අංක 58/2015 දරන ගිවිසුම අත්සන් කර තිබුණි. ඒ අනුව මහා සභාවේ තීරණයට පෙර 2015 ජුනි 25 දින පැවති මුදල් කමිටුව මඟින් ලබා දී තිබූ ආවරණ අනුමැතිය මත එදින සිට සැපයුම්කරුවන්ගේ සේවාව ලබාගෙන තිබුණි.
- 4.4.5 2016 දෙසැම්බර් 31 දිනට දිසා අංක 03 හි භාණ්ඩ සමීක්ෂණ වාර්තා අනුව සඳු අපද්‍රව්‍ය රැස්කිරීමේ කාර්ය සඳහා භාවිතා කළ හැකි වාහන එනම් ටීපර් 06 ක්ද, කම්පැක්ටර් 13 ක්ද, ට්‍රැක්ටර් 08 (ට්‍රේලර්ස් 12) ක්ද වශයෙන් පැවති බව නිරීක්ෂණය වූ අතර නඩත්තු අංශයේ සඳු අපද්‍රව්‍ය කළමනාකරණයට අයත් වාහන සම්බන්ධයෙන් සිදු කරන ලද අලුත්වැඩියාවන් පිළිබඳ වාර්තා පරීක්ෂාවේදී දිසා අංක 03 ට අදාළ වාහන අලුත්වැඩියා සඳහා දීර්ඝ කාලයක් ගතවී නොතිබුණි. ඒ අනුව ටීපර් රථ කුලියට ගැනීමේ අවශ්‍යතාවයක් නොතිබුණි.
- 4.4.6 ඉදිරිපත් කර තිබූ අවම මිල වූ එක් ටීපර් රථයකට පැය 08 කට කි.මී.50 සඳහා අය කරනු ලබන ගාස්තුව රු.14,500 ක් වූ අතර ගිවිසුම් ආරම්භයේ සිට මේ දක්වා රු.50,969,915 ක් ගෙවා තිබුණි. මෙම ගිවිසුම ආරම්භක අවස්ථාවේදීම ලීසිං පහසුකම් මත ටීපර් රථ කුලියට ගනු ලැබුවේ නම් ටීපර් රථ 10 ක් 15 ක් අතර ප්‍රමාණයක් ආයතනයට මිලදී ගැනීමේ හැකියාව තිබුණි. ඒ පිළිබඳ අවධානය යොමුකර නොතිබුණි.
- 4.4.7 ටීපර් රථ කුලියට ගැනීමේ අවශ්‍යතාව දැක්වීමේදී කුඩා ටීපර් රථ (3.5m3) අවශ්‍ය බව දක්වා තිබුණද ධාරිතාව 4.85m3 හා ධාරිතාව 5.285m3 වූ විෂාල ටීපර් රථ 2 ක් යොදා ගෙන තිබූ අතර ඊට හේතු විගණනයට ඉදිරිපත් කර නොතිබුණි.
- 4.4.8 අපද්‍රව්‍ය එකතු කිරීමේ කාර්ය සඳහා යොදාගැනීම වෙනුවෙන් කොළඹ ප්‍රදේශයේ සඳු අපද්‍රව්‍ය ප්‍රවාහන රථ වැඩි දියුණු කිරීමේ ව්‍යාපෘතිය යටතේ ජපන් රජය විසින් අපද්‍රව්‍ය ප්‍රවාහන රථ 12 ක් 2016 මාර්තු 08 දින නගර සභාව වෙත භාර දී තිබුණි. මෙසේ තිබියදීත් කුලී රථ 06 සඳහා වූ ගිවිසුම් 2017 ජුනි 23 දක්වා දීර්ඝ කර තිබුණි. ඒ අනුව මෙම ගනුදෙනුව මතභේදයට තුඩුදෙන ගනුදෙනුවක් බව දැක්විය හැකිය.

4.4.9 විපර් රථ කුලී පදනම මත ලබාගැනීම සඳහා වූ 58/2015 දරන ගිවිසුම 2015 අගෝස්තු 13 දිනෙන් අවසන් වී තිබූ අතර එම ගිවිසුම දීර්ඝ කිරීම සඳහා දිසා කාර්යාල 03, 04 හා 2 බී වලින් අධ්‍යක්ෂ ඉංජිනේරු වෙත 2016 අගෝස්තු 29 දිනැති ලිපියෙන් ඉල්ලීම් කර තිබුණි. එම ලිපියට අනුව ජපන් ආධාර යටතේ ලද කම්පැක්ටර් රථ නවීන ඒවා බැවින් ආයතනයේ රියදුරන්ට ඒවා ක්‍රියාකිරීමට හුරුවීම සඳහා කාලයක් ගතවන බැවින් කුලී රථ ගැනීම මාස 06 ක් සඳහා දීර්ඝ කරන ලෙස ඉල්ලා තිබුණි. එසේ වුවද, සෂ අපද්‍රව්‍ය කළමනාකරණ ඒකකයෙන් ලබාගත් තොරතුරු අනුව 2016 අගෝස්තු මාසයේ සිට මෙම කම්පැක්ටර් රථ ධාවනය සඳහා යෙදවීම ආරම්භ කර තිබුණි. ජපාන විශේෂ කණ්ඩායමක් විසින් කම්පැක්ටර් රථ ධාවනය සඳහා රියදුරන්ට පුහුණුව ලබා දී තිබූ අතර ඒ සඳහා දින 01 ක කාලයක් පමණක් ගත වී තිබුණි. ඒ අනුව 2016 අගෝස්තු 13 දිනෙන් පසුව මෙම ගිවිසුම දීර්ඝ කිරීමේ අවශ්‍යතාවයක් නොමැති බව විගණනයේදී අනාවරණය වූ අතර ජපාන රජයෙන් ලද කම්පැක්ටර් ප්‍රමාණවත් පරිදි ධාවනයේ යොදවා නොතිබුණි.

4.4.10 2016 ජූනි 23 දිනැති මහා සභා තීරණය අනුව නව ටෙන්ඩරයක් කැඳවීමටත් පවතින ටෙන්ඩරයේ කාල සීමාව දීර්ඝ කිරීම සඳහාත් අනුමැතිය ලබාදී තිබුණි. 2016 සැප්තැම්බර් 06 දිනැති කමිටු තීරණ අංක 178 මගින් කුලී පදනම මත වාහන ලබා ගැනීම සඳහා අනුමත මිල ගණන් යටතේම ලබා ගැනීමටත් එම සීමාව නව සභාවක් තේරී පත් වී සභාව ස්ථාපනය කිරීමෙන් අනතුරුව එම සභාව මගින් නව ටෙන්ඩර් කැඳවා නව මිල ගණන් යටතේ අනුමත කරන තෙක් දීර්ඝ කිරීමට අනුමැතිය දීමට තීරණය කර තිබුණි. ඒ අනුව අංක 16/2017 දරන ගිවිසුම 2016 ජූනි 24 සිට 2017 ජූනි 03 දක්වා දීර්ඝ කරමින් 2017 නෙවැම්බර් 02 දින අත්සන් කර තිබුණි. විදේශාධාර මත සභාවට ලැබුණු කම්පැක්ටර් 12 පිළිබඳව කරුණු හා ඉහතින් පෙන්වා තිබෙන අනෙකුත් කරුණු අනුව මෙසේ කුලී රථ ලබා ගැනීම සඳහා කාල සීමාව දීර්ඝ කිරීමේ අවශ්‍යතාවයක් නොමැති බව විගණනයේදී අනාවරණය විය.

4.5 සභාව විසින් සෂ අපද්‍රව්‍ය කළමනාකරණය සඳහා එක් පුද්ගලික සමාගමකින් වාහන කුලියට ලබාගෙන තිබූ අතර 2010 සිට 2016 දක්වා කුලී වශයෙන් රු.606,591,124 ක මුදලක් එම සමාගම වෙත ගෙවා තිබුණි. ඒ සම්බන්ධයෙන් පහත සඳහන් කරුණු අනාවරණය විය.

4.5.1 බස්නාහිර පළාත් සමාගම් රෙජිස්ටාර් දෙපාර්තමේන්තුවේ පුද්ගලික ව්‍යාපාරයක් වශයෙන් මෙම ආයතනය ලියාපදිංචි වී තිබූ අතර එම දෙපාර්තමේන්තුව මගින් නිකුත් කරන ලද 2005 අප්‍රේල් 18 දිනැති අංක W.77871 දරන සහතිකය අනුව ව්‍යාපාරයේ ස්වභාවයන් වශයෙන් ගොඩනැගිලි, පාරවල්, වාරිමාර්ග, ඉදිකිරීම්, වැඩිදියුණු කිරීම් හා ඉඩම් පිරවුම් හා අපද්‍රව්‍ය සම්බන්ධ ඉදි කිරීම් සේවා දක්වා තිබුණි. ඒ අනුව මෙම ආයතනය වාහන කුලියට දීම සිදුකරන ආයතනයක් වශයෙන් සඳහන් කර නොතිබුණි. ටෙන්ඩර් පිරිනැමීමේදී මහා නගර සභාව විසින් මේ පිළිබඳව සොයා බැලීමට කටයුතු කර නොතිබුණි. (ඇමුණුම - 08)

4.5.2 2008 පෙබරවාරි 21 දිනැති අංක 1534/18 දරන අතිවිශේෂ ගැසට් පත්‍රය ප්‍රකාරව මධ්‍යම පරිසර අධිකාරිය විසින් නිකුත් කරන ලද බලපත්‍රයක් යටතේ හැර අපද්‍රව්‍ය ප්‍රවාහනය කිරීම නොකල යුතුය. එසේ වුවත් මෙම සමාගම විසින් එවැනි බලපත්‍රයක් ලබාගෙන නොතිබූ බව විගණනයේදී අනාවරණය වූ අතර සභාව විසින් බලපත්‍රයක් ඇති බවට තහවුරු කරගෙන නොතිබූ බව අනාවරණය විය.

4.6 කසළ අංගනය හේතුවෙන් අගතියට පත් අවට ජීවත්වන පවුල්වලට වන්දි ගෙවීම 2012 වර්ෂයේ ඔක්තෝබර් මස ආරම්භ කර තිබුණු අතර, මේ වන විට අදියර 8 ක් යටතේ වන්දි ලෙස රු.605,914,020 ක් ගෙවා තිබුණි. මේ සම්බන්ධයෙන් පහත කරුණු අනාවරණය විය. (ඇමුණුම - 09)

4.6.1 මහා නගර සභා ආඥා පනතේ 188 වගන්තිය ප්‍රකාරව වන්දි ගෙවීම සඳහා ප්‍රතිපාදන සලසා නොතිබුණි.

4.6.2 කොළොන්නාව කසළ අංගනය ආශ්‍රිත ප්‍රදේශවල කසළ බැහැර කිරීම නිසා විපතට පත් ජනතාව වෙනුවෙන් 2012 වර්ෂයේදී රු.මිලියන 237 මුදලක් වැය කර නාගරික සංවර්ධන අධිකාරියට අයත් සාල මුල්ල නිවාස ව්‍යාපෘතිය මගින් නිවාස 158 ක් ලබා දී තිබුණි. මේ සම්බන්ධයෙන් පහත සඳහන් කරුණු අනාවරණය විය.

4.6.2.1 විපතට පත් ජනතාව කසළ අංගනය ආශ්‍රිත ප්‍රදේශයේ පදිංචිකරුවන් හඳුනා ගැනීම සඳහා කොළොන්නාව ප්‍රාදේශීය ලේකම් සහ කොළොන්නාව නගර සභාව විසින් සමීක්ෂණ 02ක් සිදුකර ඇති අතර එම වාර්තා 02හි පරස්පරතාවයන් දක්නට ලැබුණි.

උදාහරණ:- ග්‍රාම නිලධාරී 511/ඒ, දහම්පුර ප්‍රදේශයේ ලේකම් කොට්ඨාශය, කොළොන්නාව සිදුකල පරීක්ෂණයට අනුව වඩාත්ම හානිවූ නිවාස ලැයිස්තුවේ පදිංචිකරුවෙකු ලෙස නම සටහන් කර ඇති පුද්ගලයෙකු එම නිවසේ පදිංචි අයෙකු නොවන බව සභාවේ මහජන ආධාර දෙපාර්තමේන්තුවේ නිලධාරීන් සිදුකල සමීක්ෂණයට අනුව තහවුරු වී තිබුණි. මීට අමතරව අවස්ථා 13 කදී මෙවැනි පරස්පරතාවයන් විය.

4.6.2.2 වන්දි ලබාදීමේ 06 අදියර ලෙස පුද්ගලයින් 107 දෙනෙකු වෙත ද, අදියර 07 යටතේ පුද්ගලයින් 12 දෙනෙකු වෙතද, 8 වන අදියර යටතේ පුද්ගලයින් 198 දෙනෙකු වෙතද වන්දි ලබා දීමට කටයුතු කර ඇති අතර එම වන්දි ගෙවීමේ මුල් අදියර යටතේ රු.1,000,000 ද පදිංචි නිවාස කඩා ඉවත් කළ විට ඉතිරි රු.500,000 ද ලබා දීමට තීරණය වී තිබුණි.

4.6.2.3 මෙම වන්දි මුදල් ලබා දීමේදී අදාල පුද්ගලයන් මෙහි ස්ථිර පදිංචිකරුවන් බව සහ ඔවුන් මෙහි දීර්ඝ කාලයක් වාසය කල බව තහවුරු කිරීම සඳහා තහවුරු ලේඛණ ලබාගත යුතු වුවද කොළඹ නගර සභාව විසින් සකස් කරන ලද "හානියට පත්වූ නිවාස සහ කුටුම්භ පිළිබඳ විස්තර" නම් පත්‍රිකාව මගින් රැස්කරන ලද තොරතුරු පදනම් කරගෙන ඇති අතර එම පත්‍රිකාව මගින් එම නිවාස ලාභීන්ගේ ස්ථිර පදිංචිය සහ එහි දීර්ඝ කාලයක් පුරා වාසය කල බවට ලිඛිත තොරතුරු ප්‍රමාණවත් පරිදි රැස් කර නොතිබුණි.

4.6.3 එම වන්දි ලාභීන් එකඟවූ ගිවිසුම ප්‍රකාරව වන්දි ලාභීන් විසින් මසක් ඇතුළත නිවාස කඩා ඉවත් කළ යුතු වුවත් 6 වන අදියරයෙහි අපදාවට ලක් වූ දෙදෙනෙකු රු. ලක්ෂ 10 බැගින් ද, 7 වන අදියරදී රු. ලක්ෂ 10 බැගින් ලබාගත් එක් ආපදාවට ලක් වූවෙක්ද 8 වන අදියරේදී රු. ලක්ෂ 10 බැගින් ලබාගෙන නිවාසවලින් ඉවත් නොවූ අපදාවට ලක් වූවන් 20 දෙනෙකුද විය. එසේම ඉහත සියලුම වන්දි ගෙවූ අදියරයන්හි වන්දි ලබා ගැනීමට ඉදිරිපත් නොවී (වන්දි මුදල පිළිබඳව එකඟ නොවී) එම නිවාස වලට වාසය කරන ආපදාවට ලක් වූවන් විශාල පිරිසක් සිටි බව අනාවරණය විය. තවද එම පිරිස වන්දි ලබා ගැනීමට සුදුසු එහෙත් වන්දි ලබා ගැනීමට ඉදිරිපත් නොවූ අය බැවින් එම ඉදිරිපත් නොවූ පිරිස කැඳවා ඔවුනට පිළිගත හැකි විසඳුමක් ලබාදීමට සභාව සමත් වූයේ නම් 2017 අප්‍රේල් 14 බේදවාචකය අවම වීමට ඉඩ තිබුණි.

4.6.4 නගර සභා සීමාව තුළ මනා පාරිසරික සෞඛ්‍ය තත්ත්වයක් පවත්වා ගැනීම සඳහා සඳහා සඳහා අපද්‍රව්‍ය එකතු කිරීම, බැහැරලීම හා කළමනාකරණය සඳහා සඳහා අපද්‍රව්‍ය කළමනාකරණ ඒකකය අංක 07 වැඩ සටහන යටතේ ක්‍රියාත්මකව පවතින අතර, එම ඒකකයෙහි නියෝජ්‍ය අධ්‍යක්ෂ ඉංජිනේරු, අධ්‍යක්ෂක, තාක්ෂණ නිලධාරීන් ඇතුළු නිලධාරීන් ගණනාවක් සේවයේ යෙදී සිටියදී මෙම කසළ අංගනයෙහි පැවති අවදානම පිළිබඳව කිසිදු පරීක්ෂණයක් හෝ වාර්තා කිරීමක් සභාව වෙත ඉදිරිපත් කර නොතිබුණි.

4.6.5 2016 ජුනි 05 දින ප්‍රසිද්ධ පුවත්පතක “කොලොන්නාව, මීතොටමුල්ල කසළ කන්ද අවට ප්‍රදේශය ඉතාම නුදුරු දිනයකදී අරණයක සාමසර කන්ද නාය යාමට වඩා බරපතල ලෙස නායයැම් අවදානමක් ඇති විය හැකි බව විද්‍යාත්මක කරුණු මගින් සනාථ වී ඇතැයි” පේරාදෙණිය විශ්ව විද්‍යාලයේ පරිසර ඉංජිනේරු විද්‍යාව පිළිබඳව ජේෂ්ඨ කතිකාචාර්යවරයෙකු විසින් ප්‍රකාශ කර තිබූ අතර මීතොටමුල්ල කසළ කන්දෙහි උස සහ කසළ භූමියේ තිබෙන ලක්ෂණ ආශ්‍රිතව සිදුකල පර්යේෂණ ආශ්‍රයෙන් මෙම ප්‍රකාශය සිදුකර තිබුණි. රටෙහි පිළිගත් විශ්වවිද්‍යාලයක ආචාර්යවරයෙකුගේ ප්‍රකාශයන් පිළිබඳව, (කසළ කළමනාකරණයට අදාළව) නගර සභා නිලධාරීන්ගේ අවධානය යොමුකර ඒ පිළිබඳව නිසි ක්‍රියා මාර්ග ගත්තේ නම් ඉන් මාස දහයකට පසුව මෙතරම් ව්‍යසනයක් සිදු නොවීමට ඉඩ තිබුණි. (ඇමුණුම - 10)

05. විගණන නිරීක්ෂණයන්

5.1 සඳහා අපද්‍රව්‍ය කළමනාකරණය සම්බන්ධයෙන් දේශීය හා විදේශීය සම්මන්ත්‍රණ වලට සහභාගී වී ලබාගත් පුළුල් දැනුමක් ඇති නිලධාරීන්ගේ සඳහා අපද්‍රව්‍ය අංශයේ නාගරික ඉංජිනේරුවරියක සිට එම අංශයේ අධ්‍යක්ෂ තනතුර දක්වා උසස් වීම ලබාගෙන තිබුණි. නිලධාරීන්ගේ විසින් ලබාගත් විදේශ පුහුණුවට, කසළ අපහරණය කිරීම සඳහා නවීන තාක්ෂණ ක්‍රමෝපාය, ප්ලාස්ටික් අපද්‍රව්‍ය කළමනාකරණය, කසළ ශුන්‍ය කිරීම සහ කසළ බලශක්තිය නැංවීම යන අංශයන්ගෙන් වන අතර සභා බල ප්‍රදේශය තුළ ජනනය වන කසළ කළමනාකරණය සම්බන්ධයෙන් එම දැනුම යොදා ගෙන නොතිබූ බව නිරීක්ෂණය විය.

5.2 වර්තමානයේදී කොළඹ මහා නගර සභාව විසින් කෙලවරපිටිය පිහිටි ශ්‍රී ලංකා ඉඩම් ගොඩකිරීමේ හා සංවර්ධනය කිරීමේ සංස්ථාවට අයත් භූමියකට කසළ බැහැර කිරීම සිදු කරනු ලබයි. මෙම ආයතනය විසින් කොම්පොස්ට් ව්‍යාපෘතියක් පවත්වාගෙන යනු ලබන අතර වෙන් කරන ලද දිරන ද්‍රව්‍ය ටොන් එකක් භාර ගැනීම සඳහා රු.3,000 ක්ද, වෙන් නොකරන ලද කසළ ටොන් එකක් භාර ගැනීම සඳහා රු.5,000 ක්ද එම සංස්ථාව විසින් අයකරනු ලබන බව සභාව වෙත දැනුම් දී තිබුණි. ඒ අනුව 2017 ජුනි 09 වන දින සිට 2017 ජුනි 13 දක්වා දිරන කසළ ටොන් 11,304.5 ක් වෙනුවෙන් කොළඹ මහා නගර සභාව විසින් ශ්‍රී ලංකා ඉඩම් ගොඩකිරීමේ හා සංවර්ධනය කිරීමේ සංස්ථාව වෙත රු.39,000,525 (වැටි ඇතුළුව) ක් ගෙවා තිබූ බව නිරීක්ෂණය විය. කසළ අංගනයේ මාර්ග යටිතල පහසුකම් වැඩි දියුණු කිරීම සඳහා සභාව විසින් රු.1,126,488 ක් වැය කර ඇති අතර, කොම්පොස්ට් නිෂ්පාදනය විකිණීමෙන් ලැබෙන ආදායම ශ්‍රී ලංකා ඉඩම් ගොඩකිරීමේ සංස්ථාව විසින් ලබා ගන්නා බව නිරීක්ෂණය විය. මේ සම්බන්ධයෙන් කොළඹ මහා නගර සභාව හා ශ්‍රී ලංකා ඉඩම් ගොඩකිරීමේ හා සංවර්ධනය කිරීමේ සංස්ථාව අතර ලිඛිත ගිවිසුමකට එළඹ නොතිබූ බව තවදුරටත් නිරීක්ෂණය විය. (ඇමුණුම - 11)

5.3 මේ වන විට මීතොටමුල්ල අංගනය නාය යාම නිසා ජීවිත හානියට පත් පුද්ගලයින් 32 දෙනෙකු වෙනුවෙන් වන්දි ඉල්ලා සිටි පාර්ශවයන් විසින් සභාවට විරුද්ධව ශ්‍රේෂ්ඨාධිකරණයේ නඩුවක් ගොනුකර ඇති අතර ඒ සඳහා ඉදිරියේදී සභාවට දැරීමට සිදුවන වියදම මෙතෙක් තක්සේරු කළ නොහැකි බව නිරීක්ෂණය විය.

5.4 2014 වර්ෂයේදී කොළඹ මහා නගර සභාව විසින් ජ්‍යෙෂ්ඨ භා පොලිතීන් ප්‍රතිවක්‍රීකරණ ව්‍යාපෘතිය ක්‍රියාත්මක කිරීමට ආයතනයක් හා සුදුසු ඉඩමක් තෝරාගෙන තිබුණි. එසේ වුවද මෙම ඉඩම මහජන නියෝජිතයින් විසින් ඉදිරිපත් කළ නිවාස ව්‍යාපෘතියක් සඳහා යොදා ගන්නා බව සහ ප්‍රතිවක්‍රීකරණ ව්‍යාපෘතිය සඳහා සුදුසු වෙනත් ඉඩමක් ලබා ගන්නා බව නාගරික කොමසාරිස් විසින් විගණනය වෙත දන්වා තිබුණි. සභාව විසින් 2014 වර්ෂයේදී රු.මි.100 ක් සහ 2016 වර්ෂයේදී රු.මි.75 ක් වශයෙන් ප්‍රතිපාදන සලසාගෙන තිබුණද මේ දක්වා ඉඩමක් මිලදී ගැනීමට කටයුතු කර නොතිබුණු අතර ඉහත සඳහන් කළ අදාල ඉඩමෙහි නිවාස ව්‍යාපෘතියක්ද ආරම්භ කර නොතිබුණි. සභාව විසින් කොළඹ නාගරික ප්‍රදේශය තුළ කසළ ප්‍රතිවක්‍රීකරණ ව්‍යාපෘතියක් ආරම්භ කිරීම සඳහා කිසිදු සාර්ථක පියවරක් ගෙන නොතිබුණු අතර, කසළ කළමනාකරණය සඳහා ස්ථීරසාර විසදුමක් ලබාදීමට අවශ්‍ය පියවරද ගෙන නොතිබුණි. කසළ වෙන්කර බැහැර කිරීම සම්බන්ධයෙන් විදේශීය රටවල් අනුගමනය කරන වැඩපිළිවෙලවල් හා දේශීය වශයෙන් වෙනත් ආයතන අනුගමනය කරන වැඩපිළිවෙලවල් කෙරෙහිද අවධානය යොමුකර නොතිබුණි.

(ඇමුණුම - 12)

5.5 කොළඹ මහා නගර සභාවේ වාර්ෂික අයවැය මහින් රු.මි.2 ක මුදලක් සහ අපද්‍රව්‍ය ප්‍රතිවක්‍රීකරණ පුනරාවර්තන වියදම් සඳහා වෙන් කර තිබුණද 2012 සිට 2016 වර්ෂය දක්වා එම කාර්යයට කිසිදු වියදමක් දැරා නොතිබුණි. 2013 වර්ෂය සිට 2016 වර්ෂය දක්වා රු.මි.75.85 ක කසළ ප්‍රතිවක්‍රීකරණ ව්‍යාපෘති සඳහා ගොඩනැගිලි ප්‍රාග්ධන ප්‍රතිපාදන සලසා තිබුණි. 2012 සිට 2014 වර්ෂය දක්වා රු.මි.8.87 ක් පමණක් කොළඹ 10 ආර්නෝල්ඩ් රත්නායක මාවතේ පිහිටි පවිත්‍රතා ඩිපෝව සඳහා වැයකර තිබුණි.

5.6 රථ මහින් මෙම අංගනය කරා ගෙන එන කසළ තුනී කිරීම සඳහා පස් සමඟ මිශ්‍ර කල යුතු බැවින් භූමියේ එයට අවශ්‍ය පස් ගොඩ ගසා තිබුණි. එම පස් පරීක්ෂා කල විට භූමියේ ඇති පස් ප්‍රමාණයෙන් සියයට 50 කටත් වඩා වැඩියෙන් ඇත්තේ ගොඩනැගිලි කඩා ඉවත්කල ඉදිකිරීම් අපද්‍රව්‍ය වන කොන්ක්‍රීට් සිමෙන්ති ආශ්‍රිත ද්‍රව්‍ය සමඟ මිශ්‍ර වූ ද්‍රව්‍ය බව අනාවරණය විය. තවද මෙම කසළ අංගනය ආශ්‍රිතව දිය ඇලක් ද පවතින අතර අංගනයෙන් බැහැර වන ගලායන අපිරිසිදු ජලය එම ඇලට එකතුවෙන බව නිරීක්ෂණය විය.

5.7 මීතොටමුල්ල කසළ අංගනයට අපද්‍රව්‍ය බැහැර කිරීම නවතා දැමීමෙන් පසු වර්තමානයේ කසළ දැමීම සඳහා තෝරාගෙන ඇති කෙළවරපිටිය වගරු බිම ශ්‍රී ලංකා ඉඩම් ගොඩ කිරීමේ හා සංවර්ධනය කිරීමේ සංස්ථාවට අයත් අක්කර 28 ක භූමියක් වන අතර, එම භූමිය බස්නාහිර පළාතේ ගම්පහ දිස්ත්‍රික්කය පිහිටි කඩොලාන ගහන තෙත් බිම් පරිසරයක් හිමි රමණීය භූමි භාගයකි. එම භූමියට කසළ දැමීම පිළිබඳව නිත්‍යානුකූල හිමිකමක් සභාව වෙත නොතිබුණු අතර 2017 ජූනි 01 දින සිදුකළ භෞතික පරීක්ෂාවේදී අනාවරණය වූයේ වෙන් නොකළ කසළ පෙර පරිදීම කෙළවරපිටිය වගරු බිමටද එක්කරන බවය. මෙම වගරු බිමට කසළ බැහැර කිරීමද මීතොටමුල්ල කසළ අංගනය වෙතත් ස්ථානයක ප්‍රතිනිර්මාණය කිරීමක් බව නිරීක්ෂණය විය.

- 5.8 කසළ කළමනාකරණය සම්බන්ධයෙන් ආයතනය තුළ ප්‍රතිපත්ති, සැලසුම් හා ඉලක්ක නොමැති බව නිරීක්ෂණය වූ අතර අපද්‍රව්‍ය බැහැර කිරීම පිළිබඳ තාවකාලික විසදුම් ලෙස කසළ බැහැර කරන ස්ථාන සෙවීම විය. තවද කසළ ජනනය වීම අවම කිරීමට ස්ථිරසාර වැඩ පිළිවෙලක් ක්‍රියාත්මක කිරීමටද කටයුතු කර නොතිබුණි.
- 5.9 කොළඹ මහා නගර සභාව විසින් සෂ අපද්‍රව්‍ය කළමනාකරණය සඳහා 2012 සිට 2016 දක්වා වාර්ෂිකව තම මෙහෙයුම් ආදායමෙන් සියයට 23 ක් සියයට 43 ක් අතර ප්‍රමාණයක් වියදම් දරනු ලැබුවද දෛනිකව එකතුවන අපද්‍රව්‍ය ප්‍රමාණය අවම කරගැනීම සඳහා සැලසුම් කර නොතිබුණු බව නිරීක්ෂණය විය.
- 5.10 ශ්‍රේෂ්ඨාධිකරණ තීන්දු, පවත්නා නීති, රීති හා අපද්‍රව්‍ය කළමනාකරණය පිළිබඳ පනවා ඇති (6.3) කළමනාකරණ රීති කෙරෙහි බලධාරීන්ගේ අවධානය ප්‍රමාණවත් පරිදි යොමු කර නොතිබුණු බව නිරීක්ෂණය විය.
- 5.11 ඉහත 4.3.1 පරිදි වාහන මිලදී ගැනීම සඳහා ප්‍රතිපාදන සලසා තිබුණත් ඒ පිළිබඳ අවධානය යොමු නොකර කුලී පදනම මත වාහන ලබාගැනීම සඳහා වාර්ෂිකව විශාල මුදලක් දිගින් දිගටම වැය කරන බව නිරීක්ෂණය විය.
- 5.12 මිනොටමුල්ල කසළ අංගනය මැත අවස්ථා දෙකක දී ගිනි ගැනීමට ලක් වූ අතර, (2018.01.01 හා 2018.01.08) ඉදිරියේ දී එවැනි සිදුවීම් ඇති විය හැකි අවදානම පිළිබඳව තක්සේරු කර ආරක්ෂිත පියවර ගෙන නොතිබූ බව නිරීක්ෂණය විය.
- 5.13 කසළ කන්ද නාය යාමෙන් පසු ජපාන විශේෂඥයෙකු විසින් ශ්‍රී ලංකා රජයට ලබා දී තිබුණු වාර්තාව ප්‍රසිද්ධියට පත් නොකෙරුණ අතර, විගණනයටද එම වාර්තාව ඉදිරිපත් නොකෙරුණ හෙයින් එම වාර්තාවේ සඳහන් නිර්දේශ ක්‍රියාත්මක වීමේ ප්‍රගතිය පරීක්ෂා කිරීමට නොහැකි විය.

06. පද්ධති හා පාලන දුර්වලතා

- 6.1 ජ්‍යෙෂ්ඨික හා පොලිතින් ප්‍රතිවක්‍රීකරණය කිරීම සඳහා යෝජිත ව්‍යාපෘතිය 2014 වර්ෂයේදී ක්‍රියාත්මක කිරීමට යෝජනා වී තිබූ අතර, ඒ සඳහා ආයතනයක් ද තෝරාගෙන තිබුණත් ගිවිසුම් වලට එළඹ නොතිබුණි. ප්‍රතිවක්‍රීකරණ වැඩසටහන සඳහා ඉඩමක් මිලදී ගැනීමට 2014 වර්ෂයේදී රු. මිලියන 100 ක් ද 2016 වර්ෂයේදී රු.මිලියන 75 ක්ද ප්‍රතිපාදන සලසාගෙන තිබුණත් මිලදී ගැනීමට කටයුතු කර නොතිබුණි.
- 6.2 බස්නාහිර පළාත් අපද්‍රව්‍ය කළමනාකරණ අධිකාරිය විසින් කොළඹ මහා නගර සභාවේ අපද්‍රව්‍ය කළමනාකරණය පිළිබඳව අවධානය යොමුකර නොතිබුණි.

6.3 අපද්‍රව්‍ය කළමනාකරණය සම්බන්ධයෙන් වගකිව යුතු ජාතික පළාත් සහ ප්‍රදේශීය මට්ටමේ පාලන අධිකාරීන් විසින් අපද්‍රව්‍ය කළමනාකරණය සම්බන්ධයෙන් හඳුන්වා දී ඇති 2008 ජූලි 30 දිනැති අංක 1560/6 දරන අපද්‍රව්‍ය කළමනාකරණ රීති කෙරෙහි අවධානය යොමුකර නොතිබුණි.

6.4 නීතියෙහි සහ නියාමනයෙහි පැවති ව්‍යාකූලත්වය හා අදාළ ආයතන සමග පවත්වා ගතයුතු සම්බන්ධීකරණය දුර්වල වී තිබුණි. (උදා:- ශ්‍රේෂ්ඨාධිකරණය විසින් මීතොටමුල්ල ප්‍රදේශයට කසල බැහැර කිරීම සඳහා ලබාදුන් තාවකාලික අවසරය වසර 08 ක් දක්වා දීර්ඝ කිරීම පිළිබඳ අවධානය යොමු නොකිරීම.)

6.5 කසල කළමනාකරණය පිළිබඳ වගකිව යුතු ආයතනවල අධීක්ෂණය හා නීතිරීති ක්‍රියාත්මක කිරීම දුර්වලව පැවතුණි.

6.6 කොළඹ මහා නගර සභාවේ කළමනාකරණ අධිකාරිය විසින් අපද්‍රව්‍ය කළමනාකරණ කටයුතු සඳහා තාක්ෂණික යටිතල පහසුකම් හා අවශ්‍ය මාර්ගෝපදේශණ ලබා දී නොතිබුණු අතර ප්‍රමුඛතාවයේ සැලකිය යුතු වියදම් දැරීම කෙරෙහි අවධානය යොමු කර නොතිබුණි. (උදාහරණ ලෙස 2015 වර්ෂයේදී වසර 150 සංවත්සරය සඳහා රු.126,872,501 ක් වැය කිරීම.)

07. නිර්දේශ

7.1 පනවා ඇති වක්‍රලේඛ නීතිරීති ප්‍රායෝගිකව ක්‍රියාත්මක වීම පිළිබඳ නිරන්තර සුපරීක්ෂණයක් සිදු විය යුතු බව නිර්දේශ කෙරේ.

7.2 කසල බැහැර කිරීම, වෙන් කිරීම හා කසල කළමනාකරණය පිළිබඳ සමාජයේ විවිධ පාර්ශව දැනුවත් කිරීමේ වැඩසටහන් ජන මාධ්‍ය මගින් ක්‍රියාත්මක කල යුතු බව නිර්දේශ කෙරේ.

7.3 කොළඹ මහා නගර සභාව විසින් නිවාස යෝජනා ක්‍රම හා මහා පරිමාණ කර්මාන්ත සඳහා සැලසුම් අනුමත කිරීමේදී ඒවායෙන් එකතු වන කසල ප්‍රමාණයන් අවම කර ගැනීම හා වෙන් කර බැහැර කිරීම සඳහා යොදා ගන්නා ක්‍රමවේදයන් පිළිබඳ අවධානය යොමු කල යුතු බව නිර්දේශ කෙරේ.

7.4 යල්පැන ගිය අදාළ නීති රීති වලට අවශ්‍ය පරිදි සංශෝධනයක් සිදු කල යුතු බව නිර්දේශ කෙරේ.
උදාහරණ:- මහා නගර සභා ආඥා පනතේ 55 වගන්තිය (ඇමුණුම - 13)

7.5 කසල, භූමියකට බැහැර කිරීම හැර, කසල ප්‍රතිචක්‍රීකරණය කිරීම හා දීර්ඝකාලීන විසඳුමකට අවශ්‍ය ක්‍රියාමාර්ග ගත යුතු බව නිර්දේශ කෙරේ.

7.6 කසල කළමනාකරණය සඳහා කුලී පදනම මත වාහන හා යන්ත්‍රෝපකරණ ලබා ගැනීමට වැය වන මුදල අවම කර ගැනීම සඳහා සභාව සතු අරමුදල් උපයෝගී කරගෙන එම වාහන මිලදී ගැනීම කෙරෙහි නොපමාව අවධානය යොමු කිරීම සුදුසු බව නිර්දේශ කෙරේ.

7.7 රැස් කරගනු ලබන කසළ සභාවේ දේපලක් ලෙස සලකා එමඟින් ආදායමක් ජනිත කිරීම කෙරෙහි අවධානය යොමු කළ යුතු බව නිර්දේශ කෙරේ.

7.8 ජපන් විශේෂඥ විසින් ලබා දී තිබූ වාර්තාවේ කරුණු සලකා බලා දී ඇති නිර්දේශ වහාම ක්‍රියාත්මක කළ යුතු බව නිර්දේශ කෙරේ.

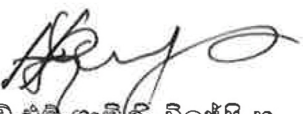
08. නිගමන

8.1 මීතොටමුල්ල කසළ අංගනය නායයාම නිසා මිනිස් ජීවිත 32 ක් ඇතුළුව සිදුවූ ජීවි සහ අජීවි හානි සම්බන්ධයෙන් කොළඹ මහා නගර සභාව වගකිව යුතු බව නිගමනය කරමි.

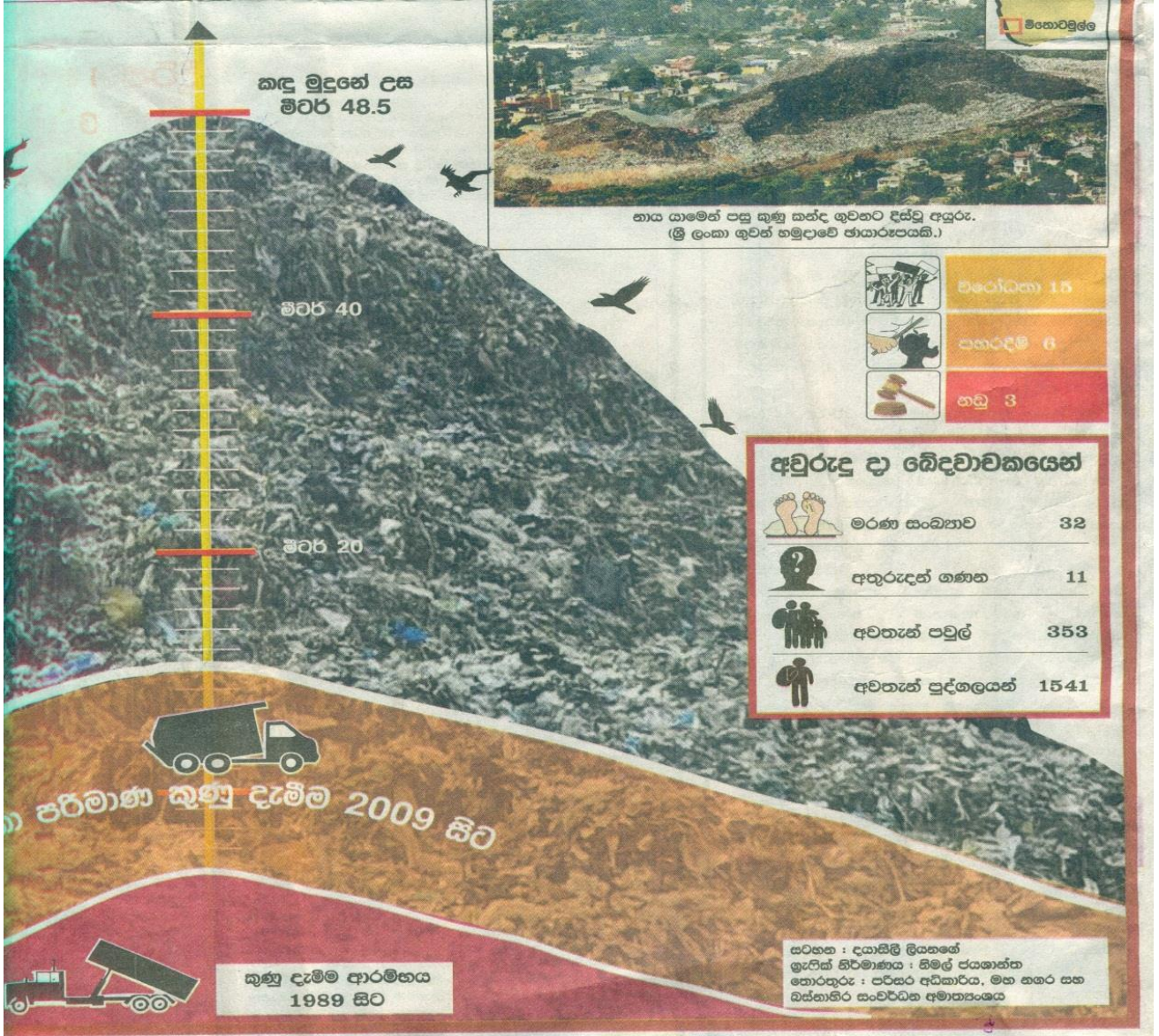
8.2 එකතු කරනු ලබන කසළ, සභාවේ දේපලක් වුවද මහා නගර සභාව විසින් දිගින් දිගටම එය දේපලක් ලෙස හඳුනා නොගෙන නිසි අයුරින් කළමනාකරණය නොකිරීම හේතුවෙන් සභාවට සිදුවූ අලාභයට නාගරික කොමසාරිස් ඇතුළු අදාල නිලධාරීන් වගකිව යුතු බව නිගමනය කරමි.

8.3 අගතියට පත් පුද්ගලයින් වෙත වන්දි මුදල් ප්‍රදානය කිරීම සඳහා විද්‍යාත්මක හා පිළිගත් ක්‍රමවේදයන් භාවිතා කර නොකිබීම හේතුවෙන් රජයට දැරීමට සිදුවිය හැකි අමතර වැය බර පිළිබඳ අදාල නිලධාරීන් වගකිව යුතු බව නිගමනය කරමි.

8.4 කසළ ජනනය අඩු කිරීම, කසළ නැවත භාවිතයට ගැනීමේ ක්‍රමවේද හඳුන්වා දීම හා ප්‍රතිචක්‍රීකරණය සඳහා විධිමත් හා කඩිනම් වැඩ පිළිවෙලක් පිළිබඳව ප්‍රමාණවත් පරිදි අවධානය යොමු නොකිරීම නිසා කසළ ප්‍රශ්ණය දැවෙන සංවේදී ප්‍රශ්ණයක් බවට පරිවර්ථනය වීමත් එමඟින් සභාවට වී ඇති ආලභය සහ අගතිය සම්බන්ධයෙන් අදාල නිලධාරීන් වගකිව යුතු බව නිගමනය කරමි.


එච්.එම්.ගාමිණි විජේසිංහ
විගණකාධිපති
විගණකාධිපති දෙපාර්තමේන්තුව
2018 මාර්තු 16 දින

கொழும்பு மாநகர சபையின் திண்மக்கழிவு முகாமைத்துவம் தொடர்பான கணக்காய்வாளர் தலைமை அதிபதியின் விசேட அறிக்கை



உள்ளடக்கம்	பக்க இலக்கம்
01. நிறைவேற்றுப் பொழிப்பு	02-03
02. அறிக்கையினை வெளியிடுவதற்கான பின்புலம் மற்றும் சட்டரீதியான ஏற்பாடுகள்	04-05
03. பின்பற்றப்பட்ட நடைமுறைகள்	05-06
04. கழிவுகளை சேகரித்தல் மற்றும் அகற்றுதல் தொடர்பில் சபையினால் நடவடிக்கை எடுக்கப்பட்டுள்ள விதம்	05-18
05. கணக்காய்வு அவதானிப்புகள்	18-22
06. முறைமை மற்றும் கட்டுப்பாடுகளிலான குறைபாடுகள்	22-23
07. பரிந்துரைகள்	23-24
08. முடிவுரை	24-25
09. பின்னிணைப்புகள்	17-151

**கொழும்பு மாநகர சபையின் திண்மக்கழிவு முகாமைத்துவம் தொடர்பான கணக்காய்வாளர்
தலைமை அறிக்கையின் அறிக்கை**

நிறைவேற்றுப் பொறிப்பு

மாநகர சபைக்கு சொந்தமான பிரதான பணியாக மக்களின் சுகாதாரத்தினை பேணிச்செல்லல், பொது மக்களின் வசதிகள், நலன்புரி நடவடிக்கைகள் மற்றும் மாநகரத்தின் சுகாதாரமான வாழ்க்கை முறைமையை பாதுகாத்தலும் என்பதால், மாநகர சபை கழிவு முகாமைத்துவம் தொடர்பில் முன்னுரிமை வழங்கி செயற்பட வேண்டும்.

கொழும்பு மாநகர சபையினால் 2009 ஆம் ஆண்டின் ஏப்ரல் மாதம் வரை சபையின் அதிகார எல்லையின் கழிவுகள் புளுமென்டல் பிரதேசத்தில் அகற்றப்பட்டதுடன், “புளுமென்டல் குப்பை மேடு” எனும் கழிவு மேடொன்று உருவாகியது. குப்பை கொட்டப்படுதல் தொடர்பான மக்களின் ஆர்ப்பாட்டங்கள் தொடர்ச்சியாக உருவானமையால் உயர் நீதிமன்றம் வழங்கிய தீர்ப்பின் அடிப்படையில் புளுமென்டல் குப்பை மேட்டிற்கு குப்பைகளை கொட்டுதல் தடை செய்யப்பட்டது. அதன் பின்னர் 2009 ஏப்ரல் மாதம் முதல் மீதொட்டமுல்ல பொத்துவில் கும்புர பிரதேசத்தில் 02 ஏக்கர் பரப்பளவான நிலப்பரப்பில் 02 வருட காலப்பகுதிக்கு கழிவுகளை அகற்றுவதற்கு அனுமதி வழங்கப்பட்டிருந்தது. சபை உயர்நீதிமன்றத்தின் தீர்ப்பினை விஞ்சி 8 வருட காலம் வரை கழிவுகளை அகற்றியமையால் 23 ஏக்கர் பரப்பளவான பிரதேசம் வரையிலும் குப்பை மேடு விரிவடைந்து 2017 ஏப்ரல் 14 ஆந் திகதி குப்பை மேடு சரிந்து வீழ்ந்ததுடன், அந்த அளர்த்தத்தில் 32 மரணங்களுடன் பெருமளவிலான சொத்துக்களுக்கு சேதங்கள் ஏற்பட்டிருந்தன. மீதெட்டுமுல்ல குப்பை மேடு 2018 சனவரி மாதத்தில் 2 சந்தர்ப்பங்களில் தீப்பிடித்திருந்ததுடன் அவ்வாறான இடங்களின் மூலம் சூழலுக்கு மற்றும் சாதாரண மக்களின் வாழ்க்கைக்கு ஏற்பட்ட சேதம் தொடர்பில் கவனம் செலுத்தப்பட்டிருக்கவில்லை.

மாநகர சபையொன்றின் கழிவுகள் அந்த சபையின் ஆதனமொன்றாக கருத்திற்கொள்ள வேண்டிய போதிலும் கொழும்பு மாநகர சபையின் அதிகார எல்லைக்கு புறம்பான பிரதேசம் ஒன்றுக்கு அகற்றுவதற்காகவும், குப்பை மேட்டின் குப்பைகளை அழுத்துவதற்காகவும் அதிகளவான செலவினம் மேற்கொண்டு தனியார் கம்பனியொன்றின் சேவை பெற்றுக்கொள்ளப்பட்டிருந்தது. மேலும் கழிவுகளை அப்புறப்படுத்தும் போது சபையினால் நீதிமன்றம் வழங்கியுள்ள தீர்ப்புக்கள், கழிவு முகாமைத்துவம் தொடர்பில் அரசினால் விதிக்கப்பட்டுள்ள சட்டங்கள், விதிகள் மற்றும் நிலவும் கழிவு கொள்கை தொடர்பில் கவனம் செலுத்தியிருக்கவில்லை. சபையினால் தொடர்ச்சியாக கழிவுகளை அகற்றுவதற்காக பொருத்தமான பிரதேசம் ஒன்றின் தேடிக்கண்டறிவதற்கு மேலதிகமாக கழிவு பிரச்சினையை தீர்ப்பதற்காக இது வரையிலும் நிரந்தரமான தீர்வொன்று வழங்கப்படவில்லை. உள்நாட்டு

மற்றும் வெளிநாட்டு ஆர்வலர்களால் சுட்டிக்காண்பிக்கப்பட்ட மற்றும் பயன்படுத்தப்படுகின்ற கழிவு மீள்சுழற்சி நடைமுறைகள் மற்றும் கழிவினை சொத்தொன்றாக மாற்றியமைக்காமையால் சபையின் வருமானத்தில் கருத்தில் கொள்ளக்கூடிய ஒரு பகுதி குப்பைகளை அகற்றுவதற்காக வருடாந்தம் செலவிடப்பட்டிருந்தது. மேலும் சபையின் கழிவு முகாமைத்துவ நடவடிக்கைகளுக்கு தேவையான வாகனங்களை கொள்வனவு செய்வதற்கு 2010 ஆம் ஆண்டு முதல் வருடாந்த பாதீட்டில் நிதியேற்பாடுகள் ஒதுக்கப்பட்டிருந்த போதிலும், சபைக்கு தேவையான வாகனங்கள் அவ்வாறு கொள்வனவு செய்யப்படாது ஒரே நிறுவனத்திடம் வாகனங்கள் வாடகை அடிப்படையில் பெற்றுக்கொள்ளப்பட்டு சேவையில் ஈடுபடுத்தப்பட்டிருந்தது.

மீதொட்டுமுல்ல குப்பை மேடு சரிந்து வீழ்ந்ததால் ஏற்பட்ட உயிர் மற்றும் சொத்துக்களுக்கான நட்டங்களும் தற்போது கொழும்பு மாநகர சபையின் கழிவு முகாமைத்துவம் உரிய முறையில் இடம்பெறாமையால் மக்களின் சாதாரண வாழ்க்கைக்கு ஏற்படும் சேதம் தொடர்பிலும் பொறுப்புக்கூற வேண்டிய தரப்பினர் தொடர்பில் வெளிப்படுத்துதல் இந்த அறிக்கையை வெளியிடுவதற்கான நோக்கமாகும்.

01. மேற்படி அறிக்கையை வெளியிடுவதற்கான பின்புலம் மற்றும் சட்டரீதியான ஏற்பாடுகள்

1.1 சட்டரீதியான ஏற்பாடுகள்

மாநகர சபை கட்டளைச் சட்டத்தின் (25 ஆம் அதிகாரம்) 1 ஆம் பகுதியின் 4 ஆம் பிரிவில் குறிப்பிடப்பட்டுள்ளவாறு மக்களின் சுகாதாரம், மக்கள் பயன்பாட்டு கோவைகள் மற்றும் பொது வீதிகள் தொடர்பான அனைத்து விடயங்களையும் முறைமைப்படுத்தலும், கட்டுப்படுத்தலும், நிர்வாகம் செய்தலும் பொது மக்களின் சுக நலன்கள், வசதிகள் மற்றும் நலன்புரி நடவடிக்கைகள் மற்றும் மாநகரின் நல் வாழ்விற்காக முறைகளை பாதுகாத்ததும் மேம்படுத்தலும் கொழும்பு மாநகர சபைக்குரிய பணியொன்றாக குறிப்பிடப்படுகின்றது. கட்டளைச் சட்டத்தின் பிரகாரம் vi ஆம் பகுதியின் 96 ஆம் பதிவின் பிரகாரம் மாநகர சபை பொது மக்கள் சுகாதார அதிகாரசபையாக வேண்டும். (பின்னிணைப்பு 01)

1.2 பிரிவுகள்

இலங்கையின் கழிவு முகாமைத்துவம் தொடர்பில் தேசிய கொள்கையொன்று இல்லாதிருந்தமையும், கழிவு முகாமைத்துவம் தொடர்பில் பொறுப்புக் கூற வேண்டிய நிறுவனங்களுக்கு கையளிக்கப்பட்டுள்ள பொறுப்புக்களை சிறப்பாக நிறைவேற்றப்படாமையும், அந்த நிறுவனங்களுக்கிடையேயான ஒருங்கிணைந்த பொறுப்புக்கள் நிறைவேற்றப்படாமையால், சுகாதார, சமூக, பொருளாதார மற்றும் சூழல் பிரச்சினைகள் அதிகரிப்பினால் இன்றளவில் அது தேசிய சூழல் பிரச்சினையொன்றாக மாறியுள்ளது. 2017 ஏப்ரல் 14 ஆந் திகதி மீத்தொட்டுமுல்ல குப்பை மேடு சரிவடைந்தமையால் ஏற்பட்ட உயர் மற்றும் சொத்துக்களுக்கான சேதம், நாட்டினுள் டெங்கு உயிர்க்கொல்லி நிலைமை காணப்படுகின்றமை, நச்சு வாயுக்கள் உருவாகுவதால் சுவாச நோய்கள் ஏற்படல் மற்றும் நீர் நிலைகள் மாசடைதல் போன்ற விடயங்கள் இதன் மூலம் ஏற்பட்டிருந்த பிரதான பாதகமான நிலைமைகள் ஆகும். இந்த முறையில் தொடர்ச்சியாக நிலவும் சிக்கல்கள் இலங்கையின் சுற்றுலா கைத்தொழிலுக்கு மிகவும் பாதகமான முறையில் தாக்கமளித்திருந்தது. இது தொடர்பில் ஊடகங்கள் மூலம் அடிக்கடி மேற்கொள்ளப்படும் அறிவுறுத்தல்கள், நீதிமன்ற தீர்ப்புக்கள், சூழலியாளர்கள் மற்றும் நிபுணர்களால் வெளியிடப்படும் கூற்றுக்கள் மற்றும் எதிர்வுகூறல்கள், மக்களின் ஆர்ப்பாட்டங்கள் மற்றும் எதிர்ப்புக்கள் தொடர்பில் தேசிய ரீதியில் அதிக கவனம் செலுத்தப்பட்டுள்ளது. அதனால் முறையாக குப்பைகளை அகற்றுவதற்கான பொறிமுறையொன்றினை உருவாக்குவதற்கான அரசின் நேரடித் தலையீடு மற்றும் பங்களிப்பினை ஆக்கபூர்வமான முறையில் பெற்றுக்கொடுத்தல் தற்போது மிகவும் அவசியமானதென சுட்டிக்காட்டுதல் இந்த அறிக்கையின் நோக்கமாகும்.

02. இந்த அறிக்கையினை தயாரிக்கும் போது பின்வரும் நடைமுறைகள் பின்பற்றப்பட்டன.

2.1 பின்வரும் ஆவணங்கள் பரிசோதனை செய்யப்பட்டன.

- 2.1.1 SC/FR/218/09 ஆம் இலக்க மற்றும் 2009 ஏப்ரல் 27 ஆந் திகதிய உயர் நீதிமன்ற தீர்ப்பு
- 2.1.2 2012 ஆம் ஆண்டு முதல் 2017 ஆம் ஆண்டு வரையான பாதீடு
- 2.1.3 சபையின் நிதிக் குழுவின் அறிக்கைகள்

- 2.1.4 தனியார் நிறுவனங்களுக்கு கேள்வி கையளித்தலுடன் தொடர்புடைய பெறுகைக் கோவைகள்
- 2.1.5 மக்கள் உதவி திணைக்களத்தினால் பேணப்படுகின்ற நடடஈடு செலுத்தல்களுடன் தொடர்புடைய அனைத்து ஆவணங்களும்
- 2.1.6 கொடுப்பனவு உறுதிச்சீட்டுகள், காசுப் புத்தகம்
- 2.1.7 வாகனங்களை வாடகைக்கு எடுப்பதுடன் தொடர்புடைய கோவைகள்
- 2.1.8 வெளிநாட்டு பயிற்சிகளுக்குரிய கோவைகள்
- 2.1.9 கழிவு முகாமைத்துவம் தொடர்பில் விதிக்கப்பட்டுள்ள சட்டங்கள், விதிகள் மற்றும் நிலவும் கழிவுக் கொள்கைகள் (பின்னிணைப்பு - 02)
- 2.1.10 சபையின் கழிவு அகற்றல் மற்றும் குப்பை மேடு சரிந்து விழுந்தமை தொடர்பில் பிரசுரிக்கப்பட்ட பத்திரிகை வெளியீடுகள் (பின்னிணைப்பு - 03)
- 2.1.11 அனர்த்த முகாமைத்துவ நிலையத்தினால் வெளியிடப்பட்ட அறிக்கைகள்

2.2 ஏனைய பரிசோதனைகள்

- 2.2.1 அனர்த்தத்திற்குள்ளான பிரதேசத்தினை பௌதீக ரீதியில் பரிசோதனை செய்தல்
- 2.2.2 நடைமுறையில் குப்பைகள் கொட்டப்படும் இடங்கள் தொடர்பான பௌதீக பரிசோதனை
- 2.2.3 நேர்காணல்கள் மூலம் தகவல்களை பெற்றுக்கொள்ளல்.

03. விடயப் பரப்பு மட்டுப்படுத்தப்படல்

இந்த அறிக்கையில் வெளிப்படுத்தப்பட்டுள்ள அவதானிப்புகள் மூலம் தீர்மானங்களை எட்டும் போது எனது விடயப் பரப்பு கீழ்க் காண்பிக்கப்பட்டுள்ள வரையறைகளுக்கு உட்பட்டிருந்தது என்பதனை சுட்டிக் காண்பிக்கின்றேன்.

- 3.1 கொழும்பு நகர சபை எல்லையினுள் நாளந்தம் சேரும் கழிவுகளின் அளவு தொடர்பில் குறிப்பான உறுதி செய்யப்பட்ட தரவுகள் இல்லாதிருந்தமை.

3.2 மீத்தொட்டுமுல்ல கழிவு அகற்றும் நிலையத்தில் ஏற்பட்ட சூழல் மற்றும் விஞ்ஞான ரீதியான தாக்கங்களை அளவிடுவதற்கு தேவையான நிபுணத்துவ அறிவு இல்லாதிருந்தமை.

04. கழிவுகளை சேகரித்தல் மற்றும் அகற்றுதல் தொடர்பில் சபையினால் நடவடிக்கை எடுக்கப்பட்டுள்ள விதம்

4.1 கொழும்பு மாநகர சபையின் அதிகாரத்திற்குட்பட்ட பிரதேசம் 47 ஆதனவரி தொகுதிகளாக பிரிக்கப்பட்டுள்ளதுடன், அந்த 47 தொகுதிகளினதும் கழிவு முகாமைத்துவ செயற்பாடுகளை கண்காணிப்பதற்காக 06 பிராந்திய அலுவலகங்கள் தாபிக்கப்பட்டுள்ளன. அவற்றுள் கொழும்பு மாநகர சபை மற்றும் அபான்ஸ் தனியார் கம்பனி ஆகியவை ஒன்றிணைந்து 03 பிராந்திய அலுவலகங்களும், அபான்ஸ் தனியார் கம்பனி தனித்து 02 பிராந்திய அலுவலகங்களும், அபான்ஸ் மற்றும் கெயார்கிளின் கம்பனி ஆகியவை ஒன்றிணைந்து ஒரு பிராந்தியத்தினதும் கழிவுகளை அகற்றுதல் தொடர்பில் செயற்படுவதற்கு பின்வருமாறு 4 வருட காலப்பகுதிக்கு உடன்படிக்கை கைச்சாத்திடப்பட்டுள்ளது. (பின்னிணைப்பு - 04)

	கழிவுகளை சேகரிப்பதற்காக ஒப்பந்தம் செய்துள்ள பிரதேசம்	ஒப்பந்த இலக்கம்	ஒப்பந்ததாரர்	ஒப்பந்தக் காலப்பகுதி	ஒப்பந்த தொகை (04 வருடங்களுக்காக) ரூபா
***	பிராந்திய இலக்கம் 2A (கோட்டை புறக்கோட்டை நீங்கலாக)	28/2016	கெயார்கிளின் தனியார் கம்பனி	01/07/2015 - 30/06/2019	833,241,665
**	பிராந்திய இலக்கம் 01	46/2016	அபான்ஸ் என்வயர்மென்டல்ஸ் தனியார் கம்பனி	07/12/2015- 06/11/2019	835,619,010
***	பிராந்திய இலக்கம் 2A (கோட்டை, புறக்கோட்டை)	74/2015	அபான்ஸ் என்வயர்மென்டல்ஸ் தனியார் கம்பனி	01/09/2015- 31/08/2019	1,006,609,747

*	பிராந்திய 04 கழிவுகளை நீங்கலாக)	இலக்கம் (வீடுகளில்)	115/2016	அபான்ஸ் என்வயர்மென்டல்ஸ் தனியார் கம்பனி	01/09/2016- 31/08/2020	479,356,401
*	பிராந்திய 2B கழிவுகளை நீங்கலாக)	இலக்கம் (வீடுகளில்)	114/2016	அபான்ஸ் என்வயர்மென்டல்ஸ் தனியார் கம்பனி	01/09/2016- 31/08/2020	677,954,092
*	பிராந்திய 03 கழிவுகளை நீங்கலாக)	இலக்கம் (வீடுகளில்)	116/2016	அபான்ஸ் என்வயர்மென்டல்ஸ் தனியார் கம்பனி	01/09/2016- 31/08/2020	733,173,026
**	பிராந்திய 05	இலக்கம்	22/2015	அபான்ஸ் என்வயர்மென்டல்ஸ் தனியார் கம்பனி	01/01/2015- 31/12/2018	783,419,821

மொத்தம்

5,349,373,762
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- * கொழும்பு நகர சபை மற்றும் அபான்ஸ் தனியார் கம்பனி ஒன்றிணைந்து
- ** அபான்ஸ் தனியார் கம்பனி
- *** அபான்ஸ் தனியார் கம்பனி மற்றும் கெயார்கிளீன் தனியார் கம்பனி

இது தொடர்பில் மேற்கொள்ளப்பட்ட பரிசோதனையின் போது வெளிப்படுத்தப்பட்ட விடயங்கள் பின்வருமாறு.

4.1.1 விலைக் கேள்வி கோரப்பட்ட அனைத்து சந்தர்ப்பங்களிலும் மேற்குறிப்பிட்ட இரண்டு தனியார் நிறுவனங்களுடன் மற்றுமொரு நிறுவனம் அல்லது இரண்டு நிறுவனங்கள் மாத்திரம் வெற்றிகரமான கூறுவிலைகளை சமர்ப்பித்திருந்ததுடன், மற்றைய நிறுவனங்களை மதிப்பீடு செய்வதற்காக தகுதியற்ற நிறுவனங்களாக மாறியிருந்தன. (விலைக்கேள்விக்கான தகுதிகளுக்கமைய) மேலும், இந்த ஒப்பந்தம் சில நிறுவனங்களிடையே பகிர்வுக்குள்ளாகுதல் தொடர்பில் 2015 மார்ச் 30 ஆந் திகதி இடம்பெற்ற பொதுச் சபையின் போது நகர அமைச்சர்களாலும் கலந்துரையாடப்பட்டுள்ளதாக வெளிப்படுத்தப்பட்டது.

4.1.2 மாநகர சபையின் கூறுவிலைகளுடன் விலைக்கேள்வி கையளிக்கப்பட்ட நிறுவனங்களின் விலைகளை ஒப்பிடும் போது, மாநகர சபையின் விலைகளை விட 8 சதவீதம் முதல் 53 சதவீதம் வரையான அளவினால் விலைக்கேள்வியாளர்களின் விலைகள் அதிகரித்திருந்தது.

- 4.1.3 இலங்கை சனநாயக சோசலிசக் குடியரசின் பெறுகைகள் வழிகாட்டிக் கோவையின் 6.3.3 (அ) இன் தேவைப்பாட்டிற்கமைய, இந்த பணிக்காக விலைக்கேள்வி திறத்தல் குழுவொன்று நியமிக்கப்பட்டிராததுடன், பெறுகைகள் வழிகாட்டிக் கோவையின் 6.3.3 (ஆ) இன் பிரகாரம் விலைக்கேள்வியாளர்கள் அல்லது பிரதிநிதிகளின் முன்னிலையில் விலைக்கேள்வி திறக்கப்பட்டமைக்குமான சான்றுகள் காணப்படவில்லை.
- 4.1.4 மாநகர சபையின் நிதி தொடர்பான நிலையியற் குழுவின் பரிந்துரைகளில் ஒப்பந்த உடன்படிக்கையில் உள்ளடக்கப்பட வேண்டிய நிபந்தனைகள் குறிப்பிடப்பட்டிருந்தன. அந்த பரிந்துரைகளுக்கமைய உடன்படிக்கை கைச்சாத்திடுவதற்கு 30 தினங்களுக்கு முன்னர் ஒப்பந்தத்தில் குறிப்பிடப்பட்டுள்ள வாகனங்கள் மற்றும் இயந்திர உபகரணங்கள் நகர மண்டபத்திற்கு கொண்டுவரப்பட்டு காட்சிப்படுத்தப்பட வேண்டும் எனும் நிபந்தனை ஒப்பந்தத்தில் உள்ளடக்கப்பட வேண்டிய போதிலும், அவ்வாறானதொரு நிபந்தனை ஒப்பந்தத்தில் உள்ளடக்கப்பட்டிருக்கவில்லை. (பின்னிணைப்பு - 05)
- 4.1.5 கொழும்பு மாநகர சபையின் “ தூரநோக்கு ” ஆக குறிப்பிடப்படுவது 2017 ஆம் ஆண்டின் போது கொழும்பு நகரத்தை தெற்காசிய வலயத்தின் உயரிய சேவை வழங்கும் நிறுவனம் ஒன்றாக மாற்றியமைத்து சௌபாக்கியமான வளமான மற்றும் சிறப்பு மிக்க நகரமொன்றாக மாற்றியமைப்பதாகும். அதன் ஒரு சேவை வழங்கலானது வீடுகள் மற்றும் வியாபார நிறுவனங்களின் கழிவுகளை சேகரித்து அகற்றுதல் மற்றும் நகரத்தினை சுத்தமாகவும் அழகாகவும் பேணுதலாகும். கழிவுகளை சேகரித்து அகற்றுதல் இடம்பெறுவது அபான்ஸ் நிறுவனத்திற்கு கொடுப்பனவு உறுதிச்சீட்டுக்களை தீர்க்கும் போது உடன்படிக்கையின் பிரகாரம் இந்த நிறுவனத்தினால் நிறைவேற்றப்படாத சேவைகளுக்காக கழிவுகள் வழங்கப்பட்டிருந்ததுடன், அது மாதமொன்றிற்கு ரூபா 500,000 ஆகும். அடுத்துவரும் 03 மாதங்களின் போது அது ரூபா 500,000 இனை விஞ்சுமாயின், உடன்படிக்கை இரத்துச் செய்யப்பட்ட படி வேண்டியதுடன், 2016 நவம்பர் 22 ஆம் திகதிய 368 ஆம் இலக்க குழு தீர்மானத்தின் மூலம் இந்த கழிவு எல்லை நீக்கப்பட்டு உடன்படிக்கையின் பிரகாரம் கழிப்பனவுகள் அனைத்தும் மேற்கொள்ளப்பட்டு பற்றுச்சீட்டுக்கள் தீர்ப்பனவு செய்ய வேண்டுமென தீர்மானிக்கப்பட்டிருந்தது. இதன் மூலம் உடன்படிக்கை செய்யப்பட்ட வேலையின் பகுதி உரிய முறையில் மேற்கொள்ளப்படாது செய்யப்பட்ட பணிகளுக்காக மாத்திரம் கொடுப்பனவுகளை பெற்றுக்கொள்வதற்கு முனைப்பு ஏற்படுத்தப்பட்டிருந்தது. இதன் காரணமாக நகரின் உயர் தன்மையை பேணுதல், வருமான வழிகளை உருவாக்குதல் மற்றும் சிறந்த செலவின கட்டுப்பாடொன்றை பேணுவதன் மூலம் நகர அபிவிருத்தி திட்டம் மற்றும் பணிப்பொறுப்புக்களை நிறைவேற்றல், நிறுவனங்களின் உட்கட்டமைப்பு வசதிகளை மேம்படுத்துதல் மூலம் சேவை பெறுநர்கள் மற்றும் கொடுக்கல் வாங்கல்களில் ஈடுபடுவோருக்கு சினேகபூர்வமான மற்றும் சிறந்த சூழல் ஒன்றை கட்டியெழுப்புதல் மற்றும் கண்கவர் பச்சை நகரமொன்றை உருவாக்குதல் ஆகிய

சபையின் நோக்கங்கள் ஆக்கபூர்வமான முறையில் நிறைவேற்றப்பட்டிருக்கவில்லை. மேலும் மேற்குறிப்பிடப்பட்ட குழுவின் தீர்மானம் சபையின் “தூரநோக்கு” இற்கு பாதகமான முறையில் தாக்கமளித்துள்ளதாக வெளிப்படுத்தப்பட்டது.

(பின்னிணைப்பு - 06)

4.2 SC/FR/218/09 ஆம் இலக்க மற்றும் 2009 ஏப்ரல் 27 ஆந் திகதிய உயர் நீதிமன்ற தீர்ப்பின் மூலம் 2 ஏக்கர் பரப்பளவான நிலப்பிரதேசத்திற்கு இரண்டு வருட காலத்திற்கான தற்காலிகமாக கழிவுகளை அகற்றுவதற்கான அனுமதி வழங்கப்பட்டிருந்தது. அதற்கமைய, நகர அபிவிருத்தி அதிகாரசபையின் 2009 ஏப்ரல் 08 ஆந் திகதிய 10/2/316 ஆம் இலக்க கடிதத்தின் மூலம் நகர அபிவிருத்தி அதிகாரசபைக்கு சொந்தமான கொலன்னாவ, பொத்துவில் கும்புர 02 ஏக்கர் பரப்பளவான காணியில் தற்காலிக அடிப்படையில் கழிவுகளை அகற்றுவதற்கு இடமளிக்கப்பட்டிருந்தது. உயர் நீதிமன்றத்தின் தீர்மானத்தின் பிரகாரம் 02 வருட காலப்பகுதியினை விஞ்சி 2009 ஏப்ரல் முதல் 2017 ஏப்ரல் மாதம் வரையான 08 வருட காலமாக நகர அபிவிருத்தி அதிகாரசபைக்கு சொந்தமான கொலன்னாவ பிரதேசத்தின் பொத்துவில் கும்புரவில் கழிவுகள் அகற்றப்பட்டிருந்தன. கழிவுகளை அகற்றும் போது மேல் மாகாணத்தின் கழிவுகளை அகற்றுதல் தொடர்பான இலங்கை சனநாயக சோசலிசக் குடியரசின் 2008 யூலை 30 ஆந் திகதிய 1560/06 ஆம் இலக்க வர்த்தமானி அறிவித்தலுக்கமைய மற்றும் மேல் மாகாணத்தின் 2008 இன் 01 ஆம் இலக்க திண்மக் கழிவு முகாமைத்துவ விதிகளின் 03 ஆம் பந்தியில் குறிப்பிடப்பட்டுள்ள கழிவுகளை அகற்றுதல் தொடர்பில் விதிக்கப்பட்டுள்ள சட்டங்கள் மற்றும் விதிகள் தொடர்பில் கவனம் செலுத்தப்பட்டிருக்கவில்லை. 08 வருட காலத்தினுள் குப்பைகளை கொட்டியமையால் குப்பை மேடு 23 ஏக்கர் பரப்பு வரை விரிவடைந்திருந்ததுடன், குப்பை மேட்டினால் பாதிப்பிற்கு உள்ளானோரால் எதிர்ப்பினை தெரிவிக்கவும் பாதிப்பிற்கு உள்ளானோரால் 2015 யூலை 27 ஆந் திகதிய SP/FR/311/2015 ஆம் இலக்க மற்றும் 2015 யூலை 30 ஆந் திகதிய SP/FR/311/2015 ஆம் இலக்க அடிப்படை உரிமைகள் மனுவினை உயர் நீதிமன்றத்திற்கு முன்னிலைப்படுத்துவதற்கு நடவடிக்கை எடுக்கப்பட்டிருந்த போதிலும், அது தொடர்பில் அதிகாரிகளால் உரிய கவனம் செலுத்தாமை மற்றும் உரிய நடவடிக்கை எடுக்காமை போன்றவற்றின் காரணத்தால் குப்பை மேட்டின் உயரம் 48.5 மீட்டர்கள் வரை அல்லது 159.12 அடிகள் வரை அதிகரித்திருந்தது. **(பின்னிணைப்பு - 07)**

4.3 கொட்டப்படும் குப்பைகளை அழுத்தி மட்டமாக்குவதற்காக பார ஊர்திகள் பயன்படுத்தப்பட்டுள்ளதுடன், அந்த வாகனங்களின் அதிகளவானவை வெளித்தரப்பினரிடமிருந்து வாடகைக்கு எடுக்கப்பட்டவையாகும். கழிவு நிலையத்தில் சேவையில் ஈடுபடுத்துவதற்காக வாகனங்களை வாடகைக்கு அமர்த்துதல் மற்றும் கொள்வனவு செய்தல் தொடர்பான விபரங்கள் பின்வருமாறு ஆகும்.

ஆண்டு	வாகனங்களை கொள்வனவு செய்வதற்காக ஏற்பாடு செய்யப்பட்டிருந்த நிதியேற்பாடு ரூபா	கொள்வவு செய்வதற்காக செலவிடப்பட்ட தொகை ரூபா	கொள்வனவு செய்வதற்கு செலவிடப்பட்ட பணம் நிதியேற்பாட்டின் சதவீதமாக ரூபா	வாடகை அடிப்படையில் பெறப்பட்ட வாகனங்களுக்காக மேற்கொள்ளப்பட்ட கொடுப்பனவு ரூபா	வாகனங்களுக்கான வாகை செலுத்தல் வருடாந்த குறைவு / அதிகரிப்பு சதவீதமாக
2010	43,800,000	8,847,400	20.1	42,277,380	
2011	83,200,000	949,500	1.15	46,411,085	9.7
2012	132,375,000	24,485,670	18.4	37,573,310	11.1
2013	80,000,000	34,272,000	42.8	48,034,078	13.6
2014	126,850,000	39,128,244	30.8	89,225,860	111
2015	127,300,000	38,462,777	30.2	179,135,319	323.7
2016	264,400,000	65,788,427	24.8	237,999,665	462.9

இது தொடர்பில் பின்வரும் விடயங்கள் வெளிப்படுத்தப்பட்டன.

- 4.3.1 ஒவ்வொரு ஆண்டுகளில் கழிவு முகாமைத்துவத்திற்கு தேவையான டிரக்டர், டிப்பர், கம்பெக்டர், எக்ஸ்கவேட்டர் மற்றும் டோசர் ஆகியவற்றை கொள்வனவு செய்வதற்கு மேற்காணப்படும் வகையில் பாரியளவான நிதி ஒதுக்கீடுகள் மேற்கொள்ளப்பட்டிருந்த போதிலும், கொள்வனவு செய்வதற்காக செலவிடப்பட்டிருந்த உள்ளபடியான தொகை நிதியேற்பாட்டின் 1 சதவீதம் முதல் 43 சதவீதம் வரையான வீச்சில் காணப்பட்டது.
- 4.3.2 ஒவ்வொரு ஆண்டுகளில் வாகனங்களை கொள்வனவு செய்வதற்காக மேற்கொள்ளப்பட்ட நிதியேற்பாட்டில் வாகனங்கள் (புள்டோசர், எக்ஸ்கவேட்டர் மற்றும் டிப்பர்) கொள்வனவு செய்வதற்கு நடவடிக்கை எடுக்கப்பட்டிருந்தால், வாடகை அடிப்படையில் வாகனங்களை பெற்றுக்கொள்வதற்கு வருடாந்தம் தனியார் துறைக்கு செலவிடப்பட்ட தொகையினை குறைத்துக்கொள்வதனை போன்றே சபைக்கு சொத்துக்களை சேர்த்துக்கொள்ளவும் இயலுமானதாக இருந்திருக்கும்.
- 4.3.3 வாடகை அடிப்படையில் பெற்றுக்கொள்ளப்பட்ட வாகனங்களுக்கான கொடுப்பனவுகளின் வருடாந்த (2010 ஆம் ஆண்டை அடிப்படையாக கொண்டு) அதிகரிப்பு 9.7 சதவீதம் முதல் 462.9 சதவீதம் வரையான வீச்சில் காணப்பட்டது.

- 4.3.4 குப்பைகள் கொட்டப்படும் இடத்தின் செயற்பாட்டு நடவடிக்கைகளுக்காக சபைக்கு சொந்தமாக எக்ஸ்கவேட்டர் இயந்திரம் மற்றும் 02 புள்டோசர்கள் 2016 ஆம் ஆண்டின் போது நாளாந்தம் பயன்படுத்தப்பட்டிருந்த போதிலும், வாடகை அடிப்படையிலான வாகனங்களுக்கான செலவினம் குறைவடைந்திருக்கவில்லை.
- 4.3.5 சபையின் நோக்கு மற்றும் இலட்சியத்தினை அடைந்து கொள்ள தேவையான பிரதான பணிகளிடையே குப்பைகளை வகைப்படுத்தி உரிய முறையில் அகற்றுதல் உள்ளடங்கியுள்ள போதிலும், அதற்கு தேவையான படிமுறைகளான வகைப்படுத்தப்பட்ட குப்பைகளை மாத்திரம் பெற்றுக்கொள்ளல், வாகனங்கள் மற்றும் இயந்திரங்களை கொள்வனவு செய்ய நடவடிக்கை எடுத்தல் மற்றும் தேவையான ஊழியர்களை இணைத்துக்கொள்ளல், பயிற்றுவித்தல் ஆகியன மேற்கொள்ளப்பட்டிருக்கவில்லை. திண்மக் கழிவு பிரிவிற்கு இணைப்புச் செய்யப்பட்டுள்ள உத்தியோகத்தர்கள் மற்றும் உயர்மட்ட முகாமைத்துவம் போதியளவான நிதியேற்பாடு காணப்படும் போது, சபைக்கு தேவையான வாகனங்களை கொள்வனவு செய்யாது, தொடர்ந்தும் வெளித்தரப்பினரிடமிருந்து வாகனங்களை வாடகைக்கு எடுத்து சேவையினை பெற்றுக்கொள்ளல், அந்த தனியார் துறையின் தேவைக்கேற்ப செயற்படுகின்றமையாக காண முடியும்.
- 4.4 திண்மக் கழிவு சுத்திகரிப்பு நிலையத்தின் தேவைப்பாட்டிற்காக அவசர கொள்வனவு அறிவுரையின் கீழ் 06 டிபர் வாகனங்கள் தனியார் கம்பனியொன்றிடமிருந்து வாடகை அடிப்படையில் பெற்றுக்கொள்ளப்பட்டிருந்தது. இதற்காக ரூபா 59,628,833 தொகையான பணம் 2015 யூன் மாதம் முதல் 2017 மே 12 வரையிலும் செலுத்தப்பட்டிருந்ததுடன், அது தொடர்பில் மேற்கொள்ளப்பட்ட கணக்காய்வு பரிசோதனையின் போது பின்வரும் விடயங்கள் வெளிப்படுத்தப்பட்டன.
- 4.4.1 இந்த வாகனங்களை வாடகைக்கு எடுத்தல் பெறுகைகள் வழிகாட்டிக் கோவையின் 3.8 அவசர கொள்வனவிற்கான நிதியேற்பாடுகளை அடிப்படையாக கொண்டிருந்த போதிலும், பெறுகைகள் வழிகாட்டிக் கோவையின் 3.8.1 (அ) இன் கீழ் காண்பிக்கப்பட்டுள்ளவாறு பின்வரும் சந்தர்ப்பங்களில் மாத்திரம் அந்த பிரிவுகளை அடிப்படையாக கொள்ள முடியுமென்பதுடன், அதில் குறிப்பிடப்பட்டுள்ள சந்தர்ப்பங்களின் கீழ் இந்த வாகனங்களை வாடகைக்கு அமர்த்த முடியாதென்பதை சுட்டிக்காண்பிக்க முடியும்.
- 4.4.2 திண்மக் கழிவு நிலையத்தின் பொறியியலாளரால் நகர ஆணையாளருக்கு முகவரியிடப்பட்ட 2015 யூன் 18 ஆந் திகதிய கடிதத்தில் பிராந்தியம் 02B, 03, 04 ஆகிய அலுவலகங்களில் குப்பைகளை சேகரிக்கும் போது வாகனங்கள் அடிக்கடி உடைந்து போகின்றமையால் ஏற்பட்டுள்ள பாரதூரமான நிலைமை காரணமாக குப்பைகளை கொண்டு செல்வதற்காக மு.ப 6.00 முதல் பி.ப 8.00 வரை 06 சிறு டிபர் வாகனங்கள் சாரதிகள் மற்றும் எரிபொருளுடன் வாடகை அடிப்படையில்

பெற்றுக்கொள்வதற்கு அனுமதி கோரியிருந்ததுடன், அதற்கமைய நகர முதல்வரால் கூறுவிலைகளை கோருவதற்காக அங்கீகாரம் வழங்கப்பட்டிருந்தது. அதற்கமைய 14 மணித்தியாலங்கள் கொண்ட சேவைக்காலத்தினை பெற்றுக்கொள்ளும் தேவைப்பாடு உள்ள போது, அமைப்புக் குறிப்பீடுகளுக்காக ஆகக் குறைந்தது 8 மணித்தியாலங்களாக குறிப்பிடப்பட்டிருந்ததுடன், மதிப்பிடப்பட்ட விலைகளும் தயாரிக்கப்பட்டிருக்கவில்லை.

4.4.3 இந்த வாடகை வாகனங்களின் சேவையினை நாளாந்தம் பெற்றுக்கொள்வதா, இல்லையெனின் தேவையான சந்தர்ப்பத்தில் மாத்திரம் பெற்றுக்கொள்வதா என்பது தொடர்பில் தெளிவாக குறிப்பிடப்பட்டிராததுடன், ஒவ்வொரு மாதமும் சுமார் 25 நாட்கள் சேவையில் ஈடுபடுத்தப்பட்டிருந்ததாகவும், 14 மணித்தியாலங்களுக்கான தேவைப்பாடு குறிப்பிடப்பட்டிருந்த போதிலும், நாளொன்றிற்கு 8 முதல் 9 மணித்தியாலங்களுக்கு (மு.ப 9.00 முதல் பி.ப 6.00) இடைப்பட்ட காலத்தில் மாத்திரம் சேவைகள் பெற்றுக்கொள்ளப்பட்டிருந்தமையும் கொடுப்பனவு உறுதிச்சீட்டுக்களின் பரிசோதனையின் போது அவதானிக்கப்பட்டது. இதன் பிரகாரம், வாகன நெரிசல் குறைவாக உள்ள சந்தர்ப்பங்களில் குப்பைகளை கொண்டு செல்ல முன்னுரிமை வழங்கப்பட்டிருக்கவில்லை.

4.4.4 2015 யூன் 28 ஆந் திகதி இடம்பெற்ற பொதுச் சபையினால் 02 மாத கால வரையறைக்கு இந்த சேவையினை வழங்குவதற்கான அங்கீகாரம் வழங்கப்பட்டிருந்ததுடன், மீண்டும் 2015 ஆகஸ்ட் 31 ஆந் திகதிய பொதுச் சபை இணக்கப்பாட்டின் மூலம் ஒரு வருட காலத்திற்காக சேவையினை பெற்றுக்கொள்வதற்கான அங்கீகாரம் வழங்கப்பட்டிருந்தது. எவ்வாறெனினும், 2015 யூன் 25 ஆந் திகதி முதல் அமுல்படுத்தப்படும் வகையில் ஒரு வருட காலத்திற்காக ஒப்பந்ததாரருடன் 2015 செப்தம்பர் 01 ஆந் திகதிய 58/2015 ஆம் இலக்க உடன்படிக்கை கைச்சாத்திடப்பட்டிருந்தது. அதற்கமைய பொதுச் சபையின் தீர்மானத்திற்கு முன்னர் 2015 யூன் 25 ஆந் திகதி இடம்பெற்ற நிதிக் குழுவினால் வழங்கப்பட்டிருந்த மேவுகை அங்கீகாரத்தின் அடிப்படையில் அத்திகதி முதல் வழங்குநர்களின் சேவை பெற்றுக்கொள்ளப்பட்டிருந்தது.

4.4.5 2016 திசெம்பர் 31 ஆந் திகதியில் உள்ளபடியாக பிராந்திய இலக்கம் 03 இன் பொருள் மெய்மையாய்வு அறிக்கைகளுக்கமைய திண்மக் கழிவினை சேகரிக்கும் பணிகளுக்காக பயன்படுத்தக்கூடிய வாகனம், அல்லது 06 டிப்பர் வாகனங்களும், 13 கம்பெக்டர்களும், 08 டிரக்டர்களும் (12 டிரேலர்ஸ்) காணப்பட்டமை அவதானிக்கப்பட்டதுடன், பராமரிப்பு பிரிவின் திண்மக் கழிவு முகாமைத்துவத்திற்குரிய வாகனங்கள் தொடர்பில் மேற்கொள்ளப்பட்ட பழுதுபார்த்தல்கள் தொடர்பிலான அறிக்கைகளின் பரிசோதனையின் போது பிராந்திய இலக்கம் 03 இற்குரிய வாகன பழுதுபார்த்தல்களுக்காக நீண்ட காலம் கடந்திருந்தது. அதற்கமைய டிப்பர் வாகனங்களை வாடகைக்கு அமர்த்தும் தேவைப்பாடொன்று காணப்படவில்லை.

- 4.4.6 சர்ப்பிக்கப்பட்டிருந்த ஆகக் குறைந்த விலையான ஒரு டிபர் வாகனத்திற்கு 08 மணித்தியாலங்களுக்கு 50 கி.மீட்டர்களுக்காக அறவிடப்படும் கட்டணம் ரூபா 14,500 ஆக இருந்ததுடன், உடன்படிக்கையின் ஆரம்பம் முதல் இது வரையிலும் ரூபா 50,969,915 தொகை செலுத்தப்பட்டிருந்தது. இந்த உடன்படிக்கை ஆரம்பத்திலேயே குத்தகை வசதியின் அடிப்படையில் டிபர் வாகனங்கள் வாடகைக்கு அமர்த்தப்பட்டிருந்தால், 10 முதல் 15 இற்கு இடைப்பட்ட டிபர் வாகனங்களை நிறுவனத்திற்கு கொள்வனவு செய்யக்கூடியதாக இருந்திருக்கும். இது தொடர்பில் கவனம் செலுத்தப்பட்டிருக்கவில்லை.
- 4.4.7 டிபர் வாகனங்களை வாடகைக்கு எடுக்கும் தேவைப்பாட்டினை குறிப்பிடும் போது சிறு டிபர் வண்டிகள் (3.5 m³) தேவையாக உள்ளதென குறிப்பிடப்பட்டிருந்த போதிலும், 4.85m³ இயலளவு மற்றும் 5.285m³ இயலளவு கொண்ட 2 பாரிய டிபர் வண்டிகள் பயன்படுத்தப்பட்டிருந்ததுடன், அதற்கான காரணம் கணக்காய்விற்கு முன்வைக்கப்பட்டிருக்கவில்லை.
- 4.4.8 கழிவுகளை சேகரிக்கும் பணிக்காக பயன்படுத்துவதற்காக கொழும்பு பிரதேசத்தின் திண்மக் கழிவுகளை கொண்டு செல்லும் வாகனங்களை அபிவிருத்தி செய்யும் செயற்திட்டத்தின் கீழ் யப்பான் அரசினால் 12 கழிவு கொண்டு செல்லும் வாகனங்கள் 2016 மார்ச் 08 ஆந் திகதி நகர சபைக்கு கையளிக்கப்பட்டிருந்தது. இவ்வாறு இருக்கும் போது 06 வாடகை வாகனங்களுக்கான உடன்படிக்கை 2017 யூன் 23 ஆந் திகதி வரையிலும் நீடிப்பு செய்யப்பட்டிருந்தது. அதற்கமைய இந்த கொடுக்கல் வாங்கலை சர்ச்சைக்குரிய கொடுக்கல் வாங்கலொன்றாக குறிப்பிட முடியும்.
- 4.4.9 டிபர் வாகனங்களை வாடகை அடிப்படையில் பெற்றுக்கொள்வதற்கான 58/2015 ஆம் இலக்க உடன்படிக்கை 2015 ஆகஸ்ட் 13 ஆந் திகதி நிறைவடைந்திருந்ததுடன், அந்த உடன்படிக்கையை நீடிப்பு செய்வதற்காக பிராந்திய அலுவலகம் 03, 04 மற்றும் 2¹ ஆகியவற்றின் பணிப்பாளர் பொறியியலாளருக்கு 2016 ஆகஸ்ட் 29 ஆந் திகதிய கடிதத்தில் கோரியிருந்தார். அந்த கடிதத்திற்கமைய யப்பானின் உதவியின் கீழ் பெறப்பட்ட கம்பெக்டர் வாகனங்கள் நவீனமானவை என்பதால் நிறுவனத்தின் சாரதிகளுக்கு அவற்றை இயக்குவதற்கு பரிச்சயமாவதற்கு சில காலம் எடுக்கும் என்பதால், வாடகை வாகனங்களை பெறுவதனை 06 மாதங்களுக்கு நீடிக்குமாறு கோரப்பட்டிருந்தது. எவ்வாறெனினும், திண்மக் கழிவு முகாமைத்துவ அலகிலிருந்து பெறப்பட்ட தகவல்களுக்கமைய, 2016 ஆகஸ்ட் மாதம் முதல் இந்த கம்பெக்டர் வாகனங்களின் ஓட்டத்தில் ஈடுபடுத்தல் ஆரம்பிக்கப்பட்டிருந்தது. யப்பானின் நிபுணர்களின் குழுவொன்றினால் கம்பெக்டர் வாகனங்களை ஓட்டத்தில் ஈடுபடுத்துவதற்காக சாரதிகளுக்கு பயிற்சி வழங்கப்பட்டிருந்ததுடன், அதற்காக 01 நாள் மாத்திரம் எடுக்கப்பட்டிருந்தது. அதற்கமைய 2016 ஆகஸ்ட் 13 ஆந் திகதியின் பின்னர் இந்த உடன்படிக்கையை நீடிப்பு செய்யும் தேவைப்பாடு இல்லாதிருந்தமை

கணக்காய்வின் போது வெளிப்படுத்தப்பட்டதுடன், யப்பான் அரசிடமிருந்து பெறப்பட்ட கம்பெக்டர்கள் போதியளவில் ஓட்டத்தில் ஈடுபடுத்தப்பட்டிருக்கவில்லை.

4.4.10 2016 யூன் 23 ஆந் திகதிய பொதுச் சபை தீர்மானத்தின் பிரகாரம் புதிய கேள்வி கோரலொன்றை மேற்கொள்வதற்கும், தற்போது காணப்படும் கேள்வி கோரல்களின் கால எல்லையினை நீடிப்பு செய்வதற்காகவும் அங்கீகாரம் வழங்கப்பட்டிருந்தது. 2016 செப்தம்பர் 06 ஆந் திகதிய 178 ஆம் இலக்க குழுத் தீர்மானத்தின் மூலம் வாடகை அடிப்படையில் வாகனங்களை பெற்றுக்கொள்வதற்காக அங்கீகரிக்கப்பட்ட விலைகளின் அடிப்படையிலேயே பெற்றுக்கொள்வதற்கும், அந்த எல்லை புதிய சபையொன்று தெரிவு செய்யப்பட்டு சபை நிறுவப்பட்டதன் பின்னர் அந்த சபையின் மூலம் புதிய கேள்விகள் கோரப்பட்டு புதிய விலைகளின் அடிப்படையில் அங்கீகரிக்கும் வரையிலும் நீடிப்பதற்கு அங்கீகாரம் வழங்குவதற்கு தீர்மானிக்கப்பட்டிருந்தது. அதற்கமைய 16/2017 ஆம் இலக்க உடன்படிக்கை 2016 யூன் 24 ஆந் திகதி முதல் 2017 யூன் 03 ஆந் திகதி வரை நீடிப்பு செய்யப்பட்டு 2017 நவம்பர் 02 ஆந் திகதி கையொப்பமிடப்பட்டிருந்தது. வெளிநாட்டு உதவியின் கீழ் சபைக்கு கிடைத்த 12 கம்பெக்டர்கள் தொடர்பான விடயங்கள் மற்றும் மேற்குறிப்பிடப்பட்டுள்ள ஏனைய விடயங்களின் பிரகாரம், இவ்வாறு வாடகை வாகனங்களை பெற்றுக்கொள்வதற்கான கால எல்லையினை நீடிக்கும் தேவைப்பாடு இல்லாதிருந்தமை கணக்காய்வின் போது அவதானிக்கப்பட்டது.

4.5 சபையினால் திண்மக் கழிவு முகாமைத்துவத்திற்காக ஒரு தனியார் கம்பனியொன்றிடமிருந்து வாகனங்கள் வாடகைக்கு பெற்றுக்கொள்ளப்பட்டிருந்ததுடன், 2010 முதல் 2016 ஆம் ஆண்டு வரை வாடகையாக ரூபா 606,591,124 தொகையான பணம் அந்த கம்பனிக்கு செலுத்தப்பட்டிருந்தது. அது தொடர்பில் பின்வரும் விடயங்கள் வெளிப்படுத்தப்பட்டன.

4.5.1 மேல் மாகாணத்தின் கம்பனி பதிவாளர் திணைக்களத்தில் தனியார் வணிகமொன்றாக இந்த நிறுவனம் பதிவு செய்யப்பட்டிருந்ததுடன், அந்த திணைக்களத்தால் வெளியிடப்பட்ட 2005 ஏப்ரல் 18 ஆந் திகதிய W.77871 ஆம் இலக்க சான்றிதழின் பிரகாரம், வியாபாரத்தின் தன்மையாக கட்டிடங்கள், வீதிகள், நீர்ப்பாசனம், நிர்மாணம், அபிவிருத்தி செய்தல் மற்றும் நில மீட்டல் மற்றும் கழிவுகள் தொடர்பான நிர்மாண சேவைகள் குறிப்பிடப்பட்டிருந்தது. அதற்கமைய இந்த நிறுவனம் வாகனங்களை வாடகைக்கு வழங்கும் நிறுவனமொன்றாக குறிப்பிடப்பட்டிருக்கவில்லை. கேள்வியினை கையளிக்கும் போது மாநகர சபையினால் இது தொடர்பில் தேடி அறிவதற்கு நடவடிக்கை எடுக்கப்பட்டிருக்கவில்லை. (பின்னிணைப்பு -08)

4.5.2 2008 பெப்ரவரி 21 ஆந் திகதிய 1534/18 ஆம் இலக்க அதிவிசேட வர்த்தமானி அறிவித்தலின் பிரகாரம், மத்திய சுற்றாடல் அதிகாரசபையினால் வழங்கப்பட்ட அனுமதிப்பத்திரத்தின் கீழ் அல்லாது கழிவுகளை கொண்டு செல்ல கூடாது. எவ்வாறெனினும், இந்த கம்பனியால் அவ்வாறானதொரு அனுமதிப்பத்திரம்

பெற்றுக்கொள்ளப்பட்டிருக்கவில்லை என்பது கணக்காய்வின் போது வெளிப்படுத்தப்பட்டதுடன், சபையினால் அனுமதிப்பதிரமொன்று உள்ளதா என்பது தொடர்பில் உறுதிப்படுத்தப்பட்டிருக்கவில்லை என்பது வெளிப்படுத்தப்பட்டது.

4.6 குப்பை மேட்டினால் பாதிப்பிற்கு உள்ளாகியுள்ள அதனை அண்மித்து வாழும் குடும்பங்களுக்கு நட்டஈடு வழங்குதல் 2012 ஆம் ஆண்டின் ஒக்தோபர் மாதம் ஆரம்பிக்கப்பட்டிருந்ததுடன், இது வரையிலும் 08 கட்டங்களின் கீழ் நட்டஈடாக ரூபா 605,914,020 செலுத்தப்பட்டிருந்தது. இது தொடர்பில் பின்வரும் விடயங்கள் வெளிப்படுத்தப்படுகின்றன. (பின்னிணைப்பு -09)

4.6.1 மாநகர சபை கட்டளைச் சட்டத்தின் 188 ஆம் பிரிவின் பிரகாரம் நட்டஈடு செலுத்துவதற்காக நிதியேற்பாடுகள் மேற்கொள்ளப்பட்டிருக்கவில்லை.

4.6.2 கொலன்னாவ குப்பை மேட்டினை அண்டிய பிரதேசங்களில் குப்பைகளை கொட்டுவதால் பாதிப்பிற்கு உள்ளாகிய மக்களுக்காக 2012 ஆம் ஆண்டின் போது ரூபா 237 மில்லியன் தொகையான பணம் செலவிடப்பட்டு நகர அபிவிருத்தி அதிகாரசபைக்கு சொந்தமான சாலமுல்ல வீடமைப்பு செயற்திட்டத்தின் மூலம் 158 வீடுகள் வழங்கப்பட்டிருந்தன. இது தொடர்பில் பின்வரும் விடயங்கள் வெளிப்படுத்தப்பட்டன.

4.6.2.1 பாதிப்பிற்குள்ளாகிய மக்களில் குப்பை மேட்டினை அண்டிய பிரதேசத்தின் குடியிருப்பாளர்களை இனங்காணுவதற்காக கொலன்னாவ பிரதேச செயலாளர் மற்றும் கொலன்னாவ நகர சபையினால் 02 ஆய்வுகள் நடாத்தப்பட்டுள்ளதுடன், அந்த 02 அறிக்கைகளில் வேறுபாட்டினை காணக்கூடியதாக இருந்தது.

உதாரணம்: கிராம உத்தியோகத்தர் 511/ஏ, தஹம்புர பிரதேசத்தின் செயலாளர் பிரிவு, கொலன்னாவயில் மேற்கொள்ளப்பட்ட பரிசோதனைக்கமைய அதிக சேதத்திற்குள்ளான வீடுகளின் பட்டியலில் குடியிருப்பவராக பெயர் குறிப்பிடப்பட்டுள்ள நபரொருவர் அந்த வீட்டின் குடியிருப்பவர் அல்ல என்பது சபையின் மக்கள் உதவி திணைக்களத்தின் உத்தியோகத்தர்கள் மேற்கொண்ட பரிசோதனைக்கமைய உறுதிப்படுத்தப்பட்டிருந்தது. அதற்கு மேலதிகமாக 13 சந்தர்ப்பங்களில் இவ்வாறான விலகல்கள் காணப்பட்டன.

4.6.2.2 நட்டஈடு வழங்கலின் கட்டம் 06 ஆக 107 நபர்களுக்கும், கட்டம் 07 இன் கீழ் 12 நபர்களுக்கும், 8 ஆவது கட்டத்தின் கீழ் 198 நபர்களுக்கும் நட்டஈடு வழங்குவதற்கு நடவடிக்கை எடுக்கப்பட்டுள்ளதுடன், அந்த நட்டஈடு செலுத்தலின் முதலாவது கட்டத்தின் கீழ் ரூபா 1,000,000 தொகையும், வீடு உடைத்து அகற்றப்பட்டிருந்தால் எஞ்சிய ரூபா 500,000 இணையும் வழங்க தீர்மானிக்கப்பட்டிருந்தது.

4.6.2.3 இந்த நட்பு பணத்தினை வழங்கும் போது உரிய நபர்கள் இதன் நிரந்தர வதிவிடதாரர்கள் என்பதும் அவர்கள் இங்கு நீண்ட காலமாக குடியிருக்கின்றமையையும் உறுதிப்படுத்துவதற்காக, உறுதிப்படுத்தல் பதிவேடுகள் பெற்றுக்கொள்ளப்பட வேண்டிய போதிலும், கொழும்பு நகர சபையினால் தயாரிக்கப்பட்ட “சேதத்திற்குள்ளான வீடுகள் மற்றும் குடும்பங்கள் தொடர்பான விபரம்” எனும் பிரசுரத்தின் மூலம் சேகரிக்கப்பட்ட தகவல்களை அடிப்படையாக கொண்டுள்ளதுடன், அந்த பிரசுரங்களின் மூலம் அந்த வீட்டு உரிமையாளர்களின் நிரந்தர வதிவிடம் மற்றும் அங்கு நீண்ட காலமாக குடியிருந்தமைக்கான எழுத்து மூலமான தகவல்கள் போதியளவில் சேகரிக்கப்பட்டிருக்கவில்லை.

4.6.3 அந்த நட்பு பெறுநர்கள் உடன்பட்ட உடன்படிக்கையின் பிரகாரம் நட்பு பெறுநர்களால் ஒரு மாதத்திற்குள் வீடுகளை உடைத்து அகற்ற வேண்டிய போதிலும், 6 ஆம் கட்டத்தில் அனர்த்தத்திற்கு முகங்கொடுத்த இருவர் ரூபா 10 இலட்சம் படியும், 7 ஆம் கட்டத்தின் போது ரூபா 10 இலட்சம் படியும் பெற்றுக்கொண்ட ஒரு அனர்த்தத்திற்கு உள்ளானவரும், 8 ஆம் கட்டத்தின் போது ரூபா 10 இலட்சம் படி பெற்றுக்கொண்டு வீடுகளிலிருந்து வெளியேறாத 20 அனர்த்தத்திற்கு உள்ளானோரும் காணப்பட்டனர். அவ்வாறே மேற்படி அனைத்து நட்புகளையும் செலுத்திய கட்டங்களிலும் நட்புபணனை பெற்றுக்கொள்வதற்கு முன்வராத (நட்பு தொகை தொடர்பில் இணங்காத) அந்த வீடுகளிலேயே வசிக்கும் பெருமளவிலான அனர்த்தத்திற்கு உள்ளானோர் இருந்தமை வெளிப்படுத்தப்பட்டது. மேலும், அந்த மக்கள் நட்புபணனை பெறுவதற்கு தகைமையுடைய எனினும் நட்புபணனை பெறுவதற்கு முன்வராத பகுதியினர் ஆனமையால், அவ்வாறு முன்வராத பகுதியினரை வரவழைத்து அவர்களுக்கு ஏற்றுக்கொள்ளக்கூடிய தீர்வொன்றினை வழங்குவதற்கு சபையினால் முடியுமானதாக இருப்பின் 2017 ஏப்ரல் 14 இல் இடம்பெற்ற பேரழிவினை குறைத்துக்கொள்ளும் சாத்தியப்பாடு இருந்தது.

4.6.4 நகர சபையின் எல்லையினுள் சிறந்த சுற்றாடல் சுகாதார நிலைமையை பேணுவதற்காக திண்மக் கழிவினை சேகரித்தல், அகற்றுதல் மற்றும் முகாமைத்துவத்திற்காக திண்மக் கழிவு முகாமைத்துவ அலகு 07 ஆம் இலக்க நிகழ்ச்சித்திட்டத்தின் கீழ் நடைமுறையில் உள்ளதுடன், அந்த அலகின் பிரதி பணிப்பாளர் பொறியியலாளர், பணிப்பாளர், தொழில்நுட்ப உத்தியோகத்தர்கள் உள்ளடங்கலான பல்வேறு எண்ணிக்கையிலான உத்தியோகத்தர்கள் சேவையில் ஈடுபட்டுள்ள போது இந்த குப்பை மேட்டில் நிலவிய அபாயம் தொடர்பில் எவ்வித பரிசோதனையும் அல்லது அறிக்கையும் சபைக்கு முன்வைக்கப்பட்டிருக்கவில்லை.

4.6.5 2016 யூன் 05 ஆந் திகதி பிரசித்தமான பத்திரிக்கையொன்றில் “ கொலன்னாவ, மீதொட்டுமுல்ல குப்பை மேட்டினை சுற்றியுள்ள பிரதேசம் மிகவும் கிட்டிய நாளொன்றில் அரநாயக்க சாமாசர மலையில் ஏற்பட்ட மண்சரிவினை விட மிகவும் பாரதூரமான

மண்சரிவிற்கு உள்ளாகும் அபாயமொன்று ஏற்படக்கூடுமென்பது விஞ்ஞான ரீதியாக விடயங்களால் உறுதி செய்யப்பட்டுள்ளதாக” பேராதனைப் பல்கலைக்கழகத்தின் சூழல் பொறியியல் விஞ்ஞானம் தொடர்பான சிரேஷ்ட விரிவுரையாளர் ஒருவரால் தெரிவிக்கப்பட்டிருந்தது. மீத்தொட்டுமுல்ல குப்பை மேட்டின் உயரம் மற்றும் குப்பை கொட்டப்பட்டுள்ள நிலப்பரப்பின் அறிகுறிகளுக்கமைய மேற்கொள்ளப்பட்ட ஆராய்ச்சிகளின் மூலம் அந்த அறிவிப்பு மேற்கொள்ளப்பட்டிருந்தது. நாட்டின் அங்கீகாரம் பெற்ற பல்கலைக்கழகமொன்றின் விரிவுரையாளர் ஒருவரின் கூற்று தொடர்பில் (கழிவு முகாமைத்துவத்துடன் தொடர்புடைய) நகர சபை உத்தியோகத்தர்களின் கவனம் செலுத்தப்பட்டு, அது தொடர்பில் உரிய நடவடிக்கை எடுக்கப்பட்டிருக்குமாயின் அதற்கு பத்து மாதங்களின் பின்னர் அவ்வாறானதொரு அனர்த்தமொன்று இடம்பெறாதிருக்க சாத்தியப்பாடு காணப்பட்டது. (பின்னிணைப்பு - 10)

05. கணக்காய்வு அவதானிப்புகள்

5.1 திண்மக் கழிவு முகாமைத்துவம் தொடர்பான உள்நாட்டு மற்றும் வெளிநாட்டு மாநாடுகளில் பங்குபற்றி பெற்றுக்கொண்ட பரந்த அறிவினை கொண்ட பெண் உத்தியோகத்தர் ஒருவர் திண்மக் கழிவு பிரிவின் நகர பொறியியலாளர் பதவியிலிருந்து அந்த பிரிவின் பணிப்பாளர் பதவி வரை பதவியுயர்வினை பெற்றிருந்தார். பெண் உத்தியோகத்தரால் பெற்றுக்கொள்ளப்பட்ட வெளிநாட்டு பயிற்சிக்கு, கழிவு அகற்றுவதற்கான நவீன தொழில்நுட்ப நடைமுறைகள், பிளாத்திக்கு கழிவு முகாமைத்துவம், கழிவுகளை முற்றாக அழித்தல் மற்றும் கழிவு வலுச் சக்தியினை உருவாக்குதல் போன்ற பிரிவுகளில் என்பதுடன், சபையின் அதிகார எல்லையினுள் உருவாகும் கழிவு முகாமைத்துவம் தொடர்பில் அந்த அறிவினை ஈடுபடுத்தியிருக்கவில்லை என்பது அவதானிக்கப்பட்டது.

5.2 தற்போது கொழும்பு மாநகர சபையினால் கெரவலப்பிட்டியவில் அமைந்துள்ள இலங்கை நில மீட்டல் மற்றும் அபிவிருத்திக் கூட்டுத்தாபனத்திற்கு சொந்தமான காணியில் குப்பைகள் கொட்டப்படுகின்றன. இந்த நிறுவனத்தால் கூட்டெரு செயற்திட்டமொன்று நடைமுறைப்படுத்தப்படுவதுடன், வகைப்படுத்தப்பட்ட ஒரு தொன் உக்கக்கூடிய பொருட்களினை கையேற்பதற்காக ரூபா 3,000 தொகையும், வகைப்படுத்தப்பட்ட ஒரு தொன் கழிவினை பெற்றுக்கொள்வதற்காக ரூபா 5,000 தொகையும் அந்த கூட்டுத்தாபனத்தினால் அறவிடப்படுவதாக சபைக்கு அறிவிக்கப்பட்டிருந்தது. அதற்கமைய 2017 யூன் 09 ஆந் திகதி முதல் 2017 யூன் 13 ஆந் திகதி வரை 11,304.5 தொன் உக்கக்கூடிய கழிவுகளுக்காக கொழும்பு மாநகர சபையினால் இலங்கை நில மீட்டல் மற்றும் அபிவிருத்திக் கூட்டுத்தாபனத்திற்கு ரூபா

39,000,525 (வற் உள்ளடங்கலாக) செலுத்தப்பட்டிருந்தமை அவதானிக்கப்பட்டது. கழிவு நிலையத்தின் வீதி உட்கட்டமைப்பு வசதிகளை அபிவிருத்தி செய்வதற்காக சபையினால் ரூபா 1,126,488 செலவிடப்பட்டிருந்ததுடன், கூட்டெரு உற்பத்திகளை விற்பனை செய்வதன் மூலம் கிடைக்கும் வருமானம் இலங்கை நில மீட்டல் மற்றும் அபிவிருத்திக் கூட்டுத்தாபனத்தினால் பெற்றுக்கொள்ளப்படுகின்றமை அவதானிக்கப்பட்டது. இது தொடர்பில் கொழும்பு மாநகர சபை மற்றும் இலங்கை நில மீட்டல் மற்றும் அபிவிருத்திக் கூட்டுத்தாபனம் ஆகியவற்றுக்கிடையே எழுத்துமூல உடன்படிக்கையொன்று கைச்சாத்திடப்பட்டிருக்கவில்லை என்பது தொடர்ந்தும் அவதானிக்கப்பட்டது. (பின்னிணைப்பு -11)

5.3 இன்றளவில் மீத்தொட்டுமுல்ல குப்பை மேடு சரிவுக்கு உள்ளானமையால் உயிரிழப்பிற்கு உள்ளான 32 நபர்களுக்காக நட்சாடு கோரிய தரப்பினரால் சபைக்கு எதிராக உயர் நீதிமன்றத்தில் வழக்கொன்று தாக்கல் செய்யப்பட்டுள்ளதுடன், அதற்காக எதிர்காலத்தில் சபைக்கு செலவிட நேரிடும் செலவினத்தை இது வரையிலும் மதிப்பீடு செய்ய முடியாதுள்ளதென அவதானிக்கப்பட்டது.

5.4 2014 ஆம் ஆண்டின் போது கொழும்பு மாநகர சபையினால் பிளாஸ்டிக் மற்றும் பொலித்தீன் மீள்சுழற்சி செயற்திட்டத்தினை நடைமுறைப்படுத்துவதற்கான நிறுவனமொன்றும் பொருத்தமான காணியொன்றும் தெரிவு செய்யப்பட்டிருந்தது. எவ்வாறெனினும், இந்த காணி மக்கள் பிரதிநிதிகளால் முன்வைக்கப்பட்ட வீடமைப்பு செயற்திட்டம் ஒன்றுக்காக பயன்படுத்தப்படுவதாகவும் மீள்சுழற்சி செயற்திட்டத்திற்கு பொருத்தமான மற்றுமொரு இடம் பெற்றுக்கொள்ளப்படுமெனவும் நகர ஆணையாளரால் கணக்காய்விற்கு அறிவிக்கப்பட்டிருந்தது. சபையினால் 2014 ஆம் ஆண்டில் ரூபா 100 மில்லியன் மற்றும் 2016 ஆம் ஆண்டின் போது ரூபா 75 மில்லியன் எனுமாறு நிதியேற்பாடு மேற்கொள்ளப்பட்டிருந்த போதிலும் இது வரையிலும் காணியொன்றை கொள்வனவு செய்வதற்கு நடவடிக்கை எடுக்கப்பட்டிராததுடன் மேற்குறிப்பிடப்பட்ட குறித்த காணியில் வீடமைப்பு செயற்திட்டமொன்று ஆரம்பிக்கப்பட்டிருக்கவில்லை. சபையினால் கொழும்பு நகர பிரதேசத்தினுள் கழிவு மீள்சுழற்சி செயற்திட்டம் ஒன்றினை ஆரம்பிப்பதற்கு எவ்வித வெற்றிகரமான நடவடிக்கையும் எடுக்கப்பட்டிருக்காததுடன், கழிவு முகாமைத்துவத்திற்காக நிரந்தரமான தீர்வொன்றினை வழங்குவதற்கு தேவையான நடைமுறைகளும் எடுக்கப்பட்டிருக்கவில்லை. கழிவுகளை வகைப்படுத்தி அகற்றுதல் தொடர்பில் வெளிநாடுகளில் பின்பற்றப்படும் வேலைத்திட்டங்கள் மற்றும் உள்நாட்டு ரீதியில் ஏனைய நிறுவனங்களால் பின்பற்றப்படும் வேலைத்திட்டங்கள் தொடர்பிலும் கவனம் செலுத்தப்பட்டிருக்கவில்லை.

(பின்னிணைப்பு - 12)

- 5.5 கொழும்பு மாநகர சபையின் வருடாந்த பாதீட்டின் மூலம் ரூபா 2 மில்லியன் தொகையான பணம் திண்மக்கழிவு மீள்சுழற்சி மீண்டெழும் செலவினத்திற்காக ஒதுக்கப்பட்டிருந்த போதிலும் 2012 ஆம் ஆண்டு முதல் 2016 ஆண்டு வரை அந்த பணிக்காக எந்தவொரு செலவினமும் மேற்கொள்ளப்பட்டிருக்கவில்லை. 2013 ஆம் ஆண்டு முதல் 2016 ஆம் ஆண்டு வரை ரூபா 75.85 மில்லியன் கழிவு மீள்சுழற்சி செயற்திட்டத்திற்காக கட்டிட மூலதன நிதியேற்பாடு மேற்கொள்ளப்பட்டிருந்தது. 2012 ஆம் ஆண்டு முதல் 2014 ஆம் ஆண்டு வரை ரூபா 8.87 மில்லியன் மாத்திரம் கொழும்பு 10 ஆர்னோல்ட் ரத்நாயக்க மாவத்தையில் அமைந்துள்ள சுத்திகரிப்பு டிப்போவிற்காக செலவிடப்பட்டிருந்தது.
- 5.6 வாகனங்கள் மூலம் நிலையத்திற்கு கொண்டு வரப்படும் குப்பைகளை அழுத்துவதற்காக மண்ணுடன் கலக்கப்பட வேண்டும் என்பதால் நிலப்பரப்பில் அதற்கு தேவையான மண் குவிக்கப்பட்டிருந்தது. அந்த மண்ணை பரிசோதனை செய்த போது அந்நிலப்பரப்பிலுள்ள மண்ணின் 50 சதவீதத்திற்கும் அதிகமான அளவிலானவை கட்டிடங்களை உடைத்து அகற்றிய கழிவுகளாவதுடன், சீமெந்து சார்ந்த பொருட்கள் கலக்கப்பட்டிருந்தமை வெளிப்படுத்தப்பட்டது. மேலும் இந்த குப்பை மேட்டினை அண்மியதாக நீரூற்று ஒன்றும் காணப்படுவதுடன் குப்பை மேட்டிலிருந்து வடிந்தோடும் அசுத்த நீர் அந்த நீரோடையில் கலக்கின்றமை அவதானிக்கப்பட்டது.
- 5.7 மீதொட்டுமுல்லை கழிவு நிலையத்திற்கு குப்பைகளை கொட்டுதல் நிறுத்தப்பட்டதன் பின்னர் தற்போது குப்பைகளை கொட்டுவதற்காக தெரிவு செய்யப்பட்டுள்ள கெரவலப்பிட்டிய சதுப்பு நிலம் இலங்கை நில மீட்டல் மற்றும் அபிவிருத்தி கூட்டுத்தாபனத்திற்கு சொந்தமான சுமார் 28 ஏக்கர் பரப்பளவான நிலப்பரப்பாவதுடன் அந்த நிலப்பரப்பு மேல்மகாணத்தின் கம்பஹா மாவட்டம் அமைந்துள்ள கடொலான வலரும் ஈர வலயத்திற்குரிய அழகான நிலப்பரப்பாகும். அந்த நிலப்பரப்பில் குப்பைகளை கொட்டுவது தொடர்பில் சட்ட ரீதியான உரித்து சபைக்கு இல்லாதிருந்ததுடன் 2017 யூன் 01 திகதி மேற்கொள்ளப்பட்ட பௌதீக பரிசோதனையின் போது வகைப்படுத்தப்படாத குப்பைகள் முன்னர் போலவே கெரவலப்பிட்டிய சதுப்பு நிலத்திற்கு சேருகின்றமை வெளிப்படுத்தப்பட்டது. இந்த சதுப்பு நிலத்திற்கு குப்பைகளை கொட்டுதல் மீதொட்டுமுல்ல குப்பை மேட்டினை மற்றுமொரு இடத்தில் மீள் நிர்மாணித்தல் என்பது அவதானிக்கப்பட்டது.
- 5.8 கழிவு முகாமைத்துவம் தொடர்பில் நிறுவனத்தினுள் கொள்கைகள், திட்டங்கள் மற்றும் இலக்குகள் இல்லாதிருந்தமை அவதானிக்கப்பட்டதுடன், குப்பைகளை அகற்றுதல் தொடர்பில் தற்காலிக தீர்வாக குப்பைகளை அகற்றும் இடங்களை தேடுதல் காணப்பட்டது. மேலும், குப்பைகள் உருவாகுவதனை குறைப்பதற்கான நிரந்தரமான வேலைத்திட்டமொன்றினை நடைமுறைப்படுத்துவதற்கும் நடவடிக்கை எடுக்கப்பட்டிருக்கவில்லை.

- 5.9 கொழும்பு மாநகர சபையினால் திண்மக் கழிவு முகாமைத்துவத்திற்காக 2012 ஆம் ஆண்டு முதல் 2016 ஆம் ஆண்டு வரையிலும் வருடாந்தம் தமது செயற்பாட்டு வருமானத்தில் 23 சதவீதிற்கும் 43 சதவீதிற்கும் இடைப்பட்ட அளவான செலவினம் மேற்கொள்ளப்பட்ட போதிலும், நாளாந்தம் சேரும் குப்பைகளின் அளவினை குறைத்துக் கொள்வதற்காக திட்டமிடப்பட்டிருக்கவில்லை என்பது அவதானிக்கப்பட்டது.
- 5.10 உயர் நீதிமன்றத்தின் தீர்ப்பு, நிலவும் சட்டங்கள், விதிகள் மற்றும் கழிவு முகாமைத்துவம் தொடர்பாக விதிக்கப்பட்டுள்ள (6.3) முகாமைத்துவ விதி தொடர்பில் அதிகாரிகளின் கவனம் போதியளவில் செலுத்தப்பட்டிருக்கவில்லை என்பது அவதானிக்கப்பட்டது.
- 5.11 மேற்படி 4.3.1 இன் பிரகாரம், வாகனங்களை கொள்வனவு செய்வதற்காக நிதியேற்பாடு மேற்கொள்ளப்பட்டிருந்த போதிலும், அது தொடர்பில் கவனம் செலுத்தாது வாடகை அடிப்படையில் வாகனங்களை பெற்றுக்கொள்வதற்காக வருடாந்தம் பெருந்தொகையான பணம் தொடர்ந்தும் செலவிடப்படுகின்றமை அவதானிக்கப்பட்டது.
- 5.12 மீத்தொட்டுமுல்ல குப்பை மேடு அண்மிய இரு சந்தர்ப்பங்களில் தீப்பற்றியிருந்ததுடன், (2018.01.01 மற்றும் 2018.01.08) எதிர்காலத்தில் அவ்வாறான நிகழ்வுகள் ஏற்படக்கூடிய அபாயம் தொடர்பில் மதிப்பீடு செய்து பாதுகாப்பு நடவடிக்கைகள் எடுக்கப்பட்டிருக்கவில்லையென அவதானிக்கப்பட்டது.
- 5.13 குப்பை மேடு சரிந்ததன் பின்னர் யப்பான் நாட்டின் நிபுணர் ஒருவரால் இலங்கை அரசிற்கு வழங்கப்பட்டிருந்த அறிக்கையினை வெளியிடாதிருந்ததுடன், கணக்காய்விற்கு அந்த அறிக்கை முன்வைக்கப்படாமையால் அந்த அறிக்கையில் குறிப்பிடப்பட்டுள்ள பரிந்துரைகள் நடைமுறைப்படுத்தப்படுவதன் செயன்முன்னேற்றத்தை பரிசோதிக்க முடியாதிருந்தது.

06. முறைமைகள் மற்றும் கட்டுப்பாடுகளிலான குறைபாடுகள்

- 6.1 பிளாஸ்டிக் மற்றும் பொலித்தீன் மீள் சுழற்சியில் ஈடுபடுத்துவதற்கான உத்தேச செயற்திட்டம் 2014 ஆம் ஆண்டின் போது நடைமுறைப்படுத்தப்பட்டிருந்ததுடன், அதற்காக நிறுவனமொன்று தெரிவு செய்யப்பட்டிருந்த போதிலும், ஒப்பந்தங்கள் கைச்சாத்திடப்பட்டிருக்கவில்லை. மீள் சுழற்சி நிகழ்ச்சித்திட்டத்திற்காக காணியொன்றினை கொள்வனவு செய்வதற்கு 2014 ஆம் ஆண்டின் போது ரூபா 100 மில்லியனும், 2016 ஆம் ஆண்டின் போது ரூபா 75 மில்லியன் நிதியேற்பாடுகள் மேற்கொள்ளப்பட்டிருந்த போதிலும், கொள்வனவு செய்வதற்கு நடவடிக்கை எடுக்கப்பட்டிருக்கவில்லை.

- 6.2 மேல் மாகாண கழிவு முகாமைத்துவ அதிகாரசபையினால் கொழும்பு மாநகர சபையின் கழிவு முகாமைத்துவம் தொடர்பில் கவனம் செலுத்தப்பட்டிருக்கவில்லை.
- 6.3 கழிவு முகாமைத்துவம் தொடர்பில் பொறுப்பு கூற வேண்டிய தேசிய, மாகாண மற்றும் பிரதேச மட்டத்திலான நிர்வாக அதிகாரிகளினால் கழிவு முகாமைத்துவம் தொடர்பில் அறிமுகப்படுத்தியுள்ள 2008 யூலை 30 ஆந் திகதிய 1560/6 ஆம் இலக்க கழிவு முகாமைத்துவ விதி தொடர்பில் கவனம் செலுத்தப்பட்டிருக்கவில்லை.
- 6.4 சட்டத்தில் மற்றும் மேற்பார்வையில் நிலவிய குழப்ப நிலை மற்றும் உரிய நிறுவனங்களுடன் பேணப்பட வேண்டிய தொடர்புகள் நலிவான நிலையில் காணப்பட்டது. (உதாரணம்: உயர் நீதிமன்றத்தினால் மீத்தொட்டுமுல்ல பிரதேசத்திற்கு குப்பைகளை கொட்டுவதற்காக வழங்கப்பட்ட தற்காலிக அனுமதி 08 வருடங்கள் வரை நீடிக்கப்பட்டமை தொடர்பில் கவனம் செலுத்தாமை.)
- 6.5 கழிவு முகாமைத்துவம் தொடர்பில் பொறுப்புக்கூற வேண்டிய நிறுவனங்களின் மேற்பார்வை மற்றும் சட்டங்கள் மற்றும் விதிகளை நடைமுறைப்படுத்தல் நலிவான நிலையில் காணப்பட்டது.
- 6.6 கொழும்பு மாநகர சபையின் முகாமைத்துவ அதிகாரசபையால் கழிவு முகாமைத்துவ நடவடிக்கைகளுக்கான தொழில்நுட்ப உட்கட்டமைப்பு வசதிகள் மற்றும் அவசியமான வழிகாட்டல்கள் வழங்கப்பட்டிராததுடன், முன்னுரிமையில் கவனம் செலுத்த வேண்டிய செலவினங்களை மேற்கொள்வது தொடர்பில் கவனம் செலுத்தப்பட்டிருக்கவில்லை. (உதாரணமாக 2015 ஆம் ஆண்டின் போது 150 ஆண்டுப் பூர்த்திக்காக ரூபா 126,872,501 செலவிடப்பட்டிருந்தமை.)

07. பரிந்துரைகள்

- 7.1 விதிக்கப்பட்டுள்ள சுற்றறிக்கையின் சட்டங்கள் மற்றும் விதிகளை பிரயோக ரீதியில் நடைமுறைப்படுத்தல் தொடர்பில் தொடர்ச்சியான மேற்பார்வையொன்று இடம்பெற வேண்டுமென பரிந்துரை செய்யப்படுகின்றது.
- 7.2 குப்பைகளை அகற்றுதல், வகைப்படுத்தல் மற்றும் கழிவு முகாமைத்துவம் தொடர்பில் சமூகத்தின் பல்வேறு தரப்பினருக்கு அறிவூட்டும் நிகழ்ச்சித்திட்டங்கள் பொது ஊடகங்கள் மூலம் நடைமுறைப்படுத்தப்பட வேண்டுமென பரிந்துரை செய்யப்படுகின்றது.

- 7.3 கொழும்பு மாநகர சபையினால் வீடமைப்பு உத்தேச முறைமைகள் மற்றும் பாரியளவிலான கைத்தொழில்களுக்காக திட்டங்களை அங்கீகரிக்கும் போது அவற்றில் சேரும் குப்பைகளின் அளவினை குறைத்தல் மற்றும் வகைப்படுத்தி அப்புறப்படுத்துவதற்காக பயன்படுத்தப்படும் நடைமுறைகள் தொடர்பில் கவனம் செலுத்த வேண்டுமென பரிந்துரை செய்யப்படுகின்றது.
- 7.4 காலங்கடந்த உரிய சட்டங்கள் மற்றும் விதிகளுக்கு தேவையானவாறு திருத்தங்கள் மேற்கொள்ளப்பட வேண்டும் என பரிந்துரை செய்யப்படுகின்றது.
- உதாரணம்:-** மாநகர சபைகள் கட்டளைச் சட்டத்தின் 55 ஆம் பிரிவு (பின்னிணைப்பு - 13)
- 7.5 குப்பைகளை நிலத்தில் கொட்டாது குப்பைகளை மீள் சுழற்சிக்கு உட்படுத்துவதற்காக மற்றும் நீண்ட கால தீர்வொன்றுக்கு தேவையான நடவடிக்கைகளை எடுக்க வேண்டுமெனவும் பரிந்துரை செய்கின்றேன்.
- 7.6 கழிவு முகாமைத்துவத்திற்காக வாடகை அடிப்படையில் வாகனங்கள் மற்றும் இயந்திர உபகரணங்களை பெற்றுக்கொள்வதற்கு செலவிடப்படும் பணத்தை குறைப்பதற்காக சபைக்கு சொந்தமான நிதியத்தினை பயன்படுத்தி அந்த வாகனங்களை கொள்வனவு செய்வதற்கு தாமதிக்காது கவனம் செலுத்துதல் பொருத்தமானதென பரிந்துரை செய்யப்படுகின்றது.
- 7.7 சேகரிக்கப்படும் கழிவுகள் சபையின் ஆதனமொன்றாக கருதி அதன் மூலம் வருமானத்தை ஈட்டுதல் தொடர்பில் கவனம் செலுத்த வேண்டுமென பரிந்துரை செய்யப்படுகின்றது.
- 7.8 யப்பான நிபுணரால் வழங்கப்பட்டிருந்த அறிக்கையின் விடயங்களை கவனத்தில் கொண்டு வழங்கப்பட்டுள்ள பரிந்துரைகளை உடனடியாக நடைமுறைப்படுத்த வேண்டுமென பரிந்துரை செய்கின்றேன்.

08. முடிவுரை

- 8.1 மீத்தொட்டுமுல்ல குப்பை மேடு சரிந்தமையால் 32 உயிரிழப்புகள் உள்ளடங்கலாக ஏற்பட்ட உயிர் மற்றும் உயிரல்லாத சேதங்கள் தொடர்பில் கொழும்பு மாநகர சபை பொறுப்பு கூற வேண்டுமென தீர்மானிக்கின்றேன்.
- 8.2 சேகரிக்கப்படும் குப்பைகள் சபையின் ஆதனமொன்றான போதிலும், மாநகர சபையினால் தொடர்ந்தும் அதனை ஆதனமொன்றாக இனங்காணாது உரிய முறையில் முகாமை செய்யாத காரணத்தால் சபைக்கு ஏற்பட்ட நட்டத்திற்கு நகர ஆணையாளர் உள்ளடங்கலான உரிய உத்தியோகத்தர்கள் பொறுப்பு கூற வேண்டுமென தீர்மானிக்கின்றேன்.
- 8.3 பாதிப்பிற்குள்ளான நபர்களுக்கு நட்டஈட்டு தொகையினை வழங்குவதற்காக விஞ்ஞான ரீதியான மற்றும் ஏற்றுக்கொள்ளப்பட்ட நடைமுறைகள் பயன்படுத்தப்பட்டிருக்காமையினால் அரசாங்கத்திற்கு செலவிட நேரிட்டுள்ள மேலதிக செலவினம் தொடர்பில் உரிய அதிகாரிகள் பொறுப்பு கூற வேண்டுமென தீர்மானிக்கின்றேன்.
- 8.4 குப்பைகள் உருவாதனை குறைத்தல், குப்பைகளை மீண்டும் பாவனைக்கு எடுக்கும் நடைமுறைகளை அறிமுகப்படுத்தல் மற்றும் மீள் சுழற்சிச்சக முறையான மற்றும் துரிதமான வேலைத்திட்டமொன்று தொடர்பில் போதியளவில் கவனம் செலுத்தப்படாமையால், குப்பை பிரச்சினை உணர்வுபூர்வமான பிரச்சினையொன்றாக மாற்றமடைதலும், அதன் மூலம்' சபைக்கு ஏற்பட்டுள்ள நட்டம் மற்றும் பாதிப்பு தொடர்பில் உரிய உத்தியோகத்தர்கள் பொறுப்பு கூற வேண்டும் என தீர்மானிக்கின்றேன்.

ஒப்பம்./எச்.எம். காமினி விஜேசிங்ஹ
கணக்காய்வாளர் தலைமை அதிபதி

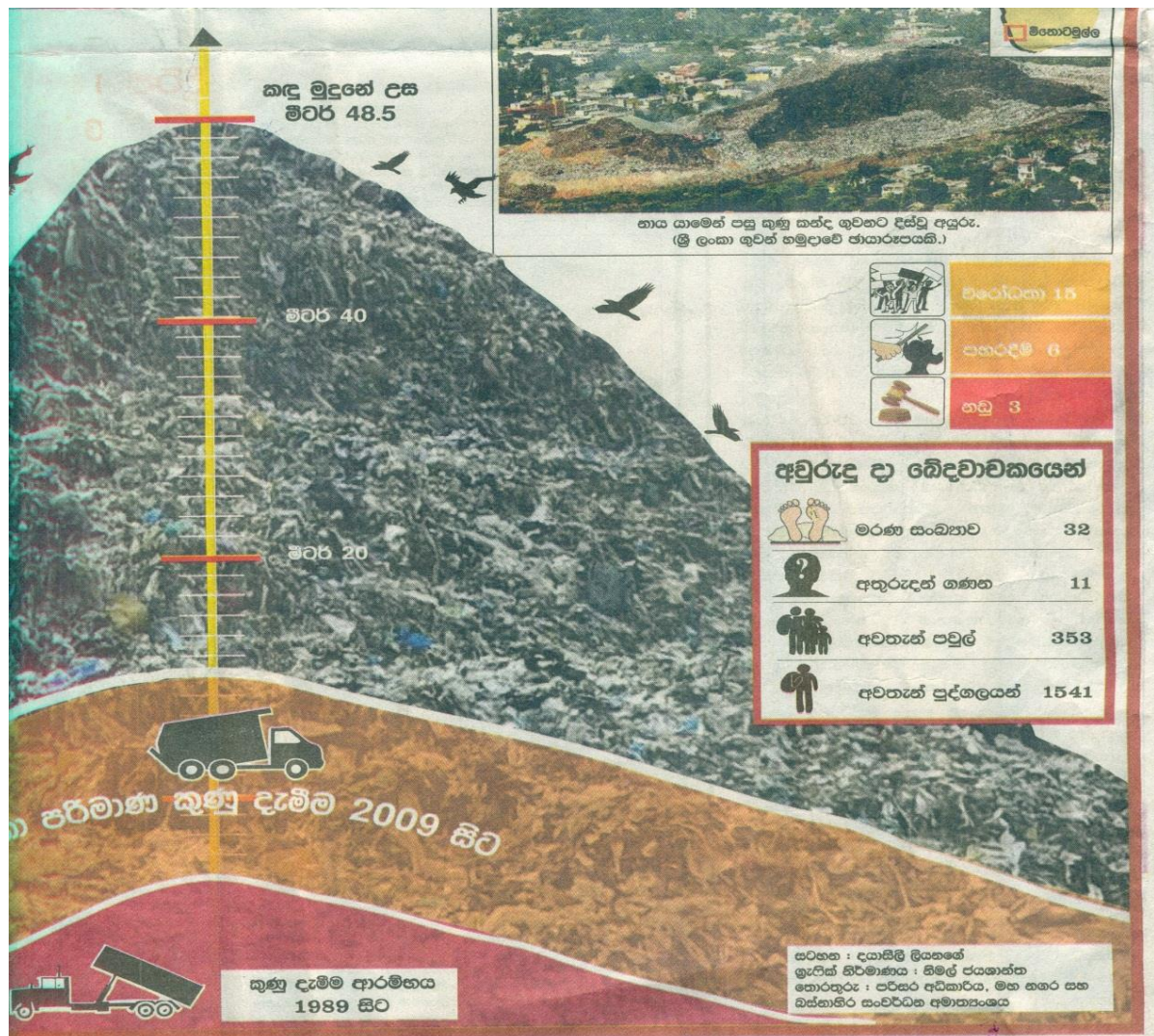
எச்.எம். காமினி விஜேசிங்ஹ

கணக்காய்வாளர் தலைமை அதிபதி

கணக்காய்வாளர் தலைமை அதிபதி திணைக்களம்

2018 மார்ச் 16

Special Report of the Auditor General on the Solid Waste Management of the Colombo Municipal Council



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Executive Summary

The main duties of a Municipal Council include: ensuring healthy communities, well-being and welfare of the public, and securing the recreational facilities in the city. Hence, the management of waste should be prioritized by the Municipal Council.

The Colombo Municipal Council had disposed of the waste generated within the jurisdiction thereof in the Bloehmendal area up to April 2009 by paving for a colossal dump of garbage. Due to constant public uproar against the disposal of waste, the Supreme Court returned a verdict preventing the disposal of waste at the Bloehmendal garbage disposal site. Later, approval had been granted to dispose of waste at a land in extent of 2 acres located in Pothuvilkumbura, Meethotamulla for a period of 2 years from April 2009. Defying the verdict of the Supreme Court, the Municipal Council had disposed of waste for a period of 8 years, thus resulting in the garbage dump to expand through an area of 23 acres. Eventually, the colossal garbage dump had collapsed on 14 April 2017, causing 32 deaths, and damages to a large number of properties. Fire broke out on the garbage dump in Meethotamulla on 2 occasions in January 2018, and no attention was drawn on the negative impact caused by such a disaster on the environment and the routine life.

Waste should be considered as a property of the Municipal Council. However, the Colombo Municipal Council had obtained services from private companies by incurring heavy costs for the disposal of waste in an area outside the jurisdiction of the Municipal Council, and compacting the waste in the colossal garbage dump. Furthermore, in the disposal of waste, the Municipal Council had not considered the verdicts returned by the Court, Laws and Rules imposed by the Government on the management of waste, and the existing policies relating to waste. In addition to continuously seeking for areas suitable for disposal of waste, the Municipal Council has so far been unable to find a sustainable solution for the disposal of waste. Contrary to being pointed out by the local and foreign scholars, the failure in recycling waste, and converting waste into an asset, had caused the Municipal Council to spend a significant amount of its revenue annually on garbage disposal. Moreover, financial provision had been made through the annual budget from the year 2010 for purchasing vehicles required for the waste

disposal activities of the Municipal Council, but instead of being purchased in that manner, vehicles had been obtained on lease basis from the same institution.

The objective of issuing this report is to disclose the loss of lives and damages of the properties caused by the collapse of colossal garbage dump in Meethotamulla, and the parties responsible for the negative impact on the general public due to failure of the Colombo Municipal Council in properly managing the waste.

01. Background and Legal Provisions Relating to the issue of the Report

1.1 Legal Provisions

In terms of Section 4 of Part I of the Municipal Councils Ordinance (Chapter 252), the duties of the Colombo Municipal Council include: Regulation, control and administration of all matters relating to the public health, public utility services and public thoroughfares, and generally with the protection and promotion of the comfort, convenience and welfare of the people and the amenities of the Municipality. In terms of Section 96 of Part VI of the Ordinance, the Municipal Council should be the general public health authority. **(Annexure – 01)**

1.2 Background

Due to the facts that a national policy does not exist on the management of waste in Sri Lanka, the institutions responsible for the waste management failing to perform their duties properly, and the lack of coordination relating to the integrated responsibility between the institutions, problems grew up in respect of health, society, economy and environment. Thus, the issue has aggravated into a crisis of national level by now. The main issues of detrimental nature that arose owing to this include: the loss of lives and damages to the property following the collapse of the colossal garbage dump in Meethotamulla on 14 April 2017, the outbreak of Dengue epidemic in the country, respiratory diseases caused by harmful gasses, and pollution of the sources of water. The tourism industry too was adversely affected by the recurrence of such issues. The

attention of national level is strongly felt in respect of continuous disclosures made by the media in this connection, verdicts returned by the Court, statements and forecasts made by environmentalists and scholars, and demonstrations and protests by the general public. As such, it is the objective of this report to emphasize that the direct involvement and contribution of the Government in a productive manner is the need of the hour in view of formulating a mechanism for ensuring the proper disposal of waste.

02. The Following Methodologies were Followed in Compiling This Report

2.1 The following documents were examined.

- 2.1.1 Decision, No. SC/FR/218/09 of the Supreme Court, dated 27 April 2009.
- 2.1.2 Budgets from 2012 to 2017.
- 2.1.3 Reports of the Financial Committee of the Municipal Council.
- 2.1.4 Procurement files relating to the awarding of tenders to private institutions.
- 2.1.5 All of the files on the payment of compensation maintained by the Public Assistance Department.
- 2.1.6 Payment vouchers, cash books.
- 2.1.7 Files relating to vehicles obtained on rent.
- 2.1.8 Files relating to foreign training.
- 2.1.9 Laws, and Rules imposed on waste management, and the existing policies governing the waste. **(Annexure 02)**
- 2.1.10 Newspaper reports on the garbage disposal of the Municipal Council, and the collapse of the garbage dump. **(Annexure 03)**
- 2.1.11 Reports issued by the Disaster Management Center.

2.2 Other Inspections

- 2.2.1 Physical inspection of the affected areas.
- 2.2.2 Physical inspection of the site where waste is disposed of at present
- 2.2.3 Gathering information through interviews.

03. Restrictions to the Scope

In reaching conclusions through the observations pointed out in this report, it is emphasized that my scope was subject to the following restrictions.

- 3.1 Non-availability of verified and specific data relating to the quantity of waste generated daily within the jurisdiction of the Colombo Municipal Council.
- 3.2 Lack of expertise to measure the scientific and environmental impact of the waste disposal site in Meethotamulla.

04. The Role Played by the Municipal Council in Collecting and Disposing of Waste.

- 4.1 The jurisdiction of the Colombo Municipal Council is divided into 47 divisions of rates, and in order to regulate the waste management activities in those 47 divisions, 06 divisional offices have been established. An agreement has been entered into as shown below for a period of 4 years in view of disposing of waste. Under the agreement, the Colombo Municipal Council and Abans Private Limited will act in disposing waste in 03 divisions, whilst the Abans Private Limited alone will dispose of waste in 02 divisions, and Abans Private Limited together with Carekleen Private Limited will dispose of waste in one division. **(Annexure 04)**

Division of Agreement for Collecting Waste	Agreement No.	Contractor	Duration of Agreement	Contract Price (for a period of 04 years) Rs.
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*** Division No. 2A (Except Pettah & Fort)	28/2016	Careclean Pvt. Limited	01/07/2015 – 30/06/2019	833,241,665
** Division No. 01	46/2016	Abans Environmental Pvt. Limited.	07/12/2015 – 06/11/2019	835,619,010
*** Division No. 2A (Pettah & Fort)	74/2015	Abans Environmental Pvt. Limited.	01/09/2015 – 31/08/2019	1,006,609,747
* Division No. 04 (Except for collecting waste from houses)	115/2016	Abans Environmental Pvt. Limited.	01/09/2016 – 31/08/2020	479,356,401
* Division No. 2B (Except for collecting waste from houses)	114/2016	Abans Environmental Pvt. Limited.	01/09/2016 – 31/08/2020	677,954,092
* Division No. 03 (Except for collecting waste from houses)	116/2016	Abans Environmental Pvt. Limited.	01/09/2016 – 31/08/2020	733,173,026
** Division No. 05	22/2015	Abans Environmental Pvt. Limited.	01/01/2015 – 31/12/2018	783,419,821
Total				<u>5,349,373,762</u>

* Colombo Municipal Council in conjunction with Abans Pvt. Limited.

** Abans Pvt. Limited.

*** Abans Pvt. Limited and Careclean Pvt. Limited.

The matters observed in the examination conducted in this connection, area as follows.

- 4.1.1 Whenever quotations had been called, one or two other institutions had successfully furnished quotations along with the aforesaid two private companies whilst the other institutions had disqualified for being evaluated (as per qualifications required for tenders). It was also revealed that the Municipal Councilors had discussed on those contracts being awarded to few companies, at the general meeting held on 30 March 2015.
- 4.1.2 A comparison of the prices between the Municipal Council and companies that the tender had been awarded to, revealed that the prices of the tenderers had increased by 8 – 53 per cent of that of the Municipal Councils.
- 4.1.3 As required by Guideline 6.3.3 (a) of the Procurement Guidelines of the Democratic Socialist Republic of Sri Lanka, a Committee for opening bids had not been appointed for this activity. There had also been no evidence that bids had been opened with the participation of bidders or their representatives in terms of Guideline 6.3.3 (b) of the Government Procurement Guidelines.
- 4.1.4 The recommendations of the Standing Committee on finance of the Municipal Council had indicated the conditions to be included in the contract agreement. As per those recommendations, a condition should be included into the agreement that, prior to 30 days before signing the agreement, the vehicles and machinery mentioned in the contract should be displayed at the Town Hall. However, such a condition had not been included in the agreement. **(Annexure - 05)**
- 4.1.5 It is the vision of the Colombo Municipal Council to convert the city of Colombo into a prosperous, rich and affluent city by the year 2017 so as to become a center of excellence in providing services in the South Asian region. One of the services provided is the collection of waste generated by the households and business premises, and disposal of the waste so collected, thus preserving beauty and cleanliness of the city. In settling bills to the Abans Limited that engaged in collecting and disposing of waste, an abatement had been imposed in respect of services not provided by Abans in terms of the agreements. The abatement so imposed amounted to Rs. 500,000 per month. In case the abatement exceeds Rs. 500,000 within a period of 03 consecutive months, the agreement should be cancelled. Nevertheless, the Decision, No. 368 of the Committee dated 22 November 2016 had stated that the said limit on abatement be removed and all the deductions should be made thereby settling the bills. This had encouraged the receipt of payments only for the work done without properly executing the agreed

works. As such, the objectives of the Municipal Council such as, maintaining the higher standard of the city, generation of sources of income thus implementing the plans relating to township development through proper control of expenses, building an environment which is conducive and friendly to the clients and beneficiaries through improved infrastructure of the institutions, and paving way for a city which is green and sustainable, could not be achieved productively. It was further revealed that the said Decision of the Committee had adversely affected the vision of the Municipal Council as well. **(Annexure – 06)**

- 4.2 Approval had been granted by the Decision, No. SC/FR/218/09 of the Supreme Court, dated 27 April 2009 to temporarily dispose of waste at a land in extent of 02 acres for a period of 2 years. Accordingly, it was authorized through the Letter, No. 10/2/316 of the Urban Development Authority, dated 08 April 2009 to dispose of waste at a plot of land in extent of 02 acres in Kolonnawa, Pothuvilkumbura belonging to the Urban Development Authority on temporary basis. Having unheeded the Decision of the Supreme Court, waste had been disposed of at the site in Pothuvilkumbura, Kolonnawa belonging to the Urban Development Authority over a period of 8 years from April 2009 to April 2017 by exceeding the 2-year period decided by the Supreme Court. In disposing of waste, no attention had been drawn on the Laws and Rules imposed in paragraph 03 of the Municipal Solid Waste Management Rules No. 01 of 2008 for the Western Province, and the Gazette, No. 1560/06 of the Democratic Socialist Republic of Sri Lanka, dated 30 July 2008 on the waste management in Western Province. As waste had been disposed of throughout a period of 08 years, the site of disposal had expanded up to an area of 23 acres. Protesting to this situation, the parties affected had presented the Fundamental Rights petition, Nos. SP/FR /311/2015, and SP/FR/311/2015 to the Supreme Court on 27 July 2015 and 30 July 2015 respectively. However, the officials responsible had not drawn their attention thereon and failed to remedy the situation; hence, garbage dump had grown up to 48.5 meters or 159.12 feet in height. **(Annexure – 07)**
- 4.3 Heavy vehicles had been made use of for compacting the waste disposed of, and many of those vehicles had been obtained on rent from external parties. Particulars relating to the purchase and renting of vehicles to be used at the disposal site, were as follows.

Year	Provision Made for Purchasing Vehicles	Amount Spent on Purchase	Amount Spent on Purchase as a Percentage of the Provision	Payment Made on the Vehicles Obtained on Rent	Payment of Rental as a Percentage of the Annual Decrease/Increase
	Rs.	Rs.		Rs.	
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2010	43,800,000	8,847,400	20.1	42,277,380	
2011	83,200,000	949,500	1.15	46,411,085	9.7
2012	132,375,000	24,485,670	18.4	37,573,310	11.1
2013	80,000,000	34,272,000	42.8	48,034,078	13.6
2014	126,850,000	39,128,244	30.8	89,225,860	111
2015	127,300,000	38,462,777	30.2	179,135,319	323.7
2016	264,400,000	65,788,427	24.8	237,999,665	462.9

The following matters were observed in this connection.

- 4.3.1 Although provision had extensively been made in each year as shown above for purchasing tractors, tippers, compactors, and bulldozers used in solid waste management, the actual amount spent on purchases had ranged from 1 per cent to 43 per cent of the provision.
- 4.3.2 Had action been taken to purchase vehicles (bulldozers, excavators, and tippers) from the provision made for purchasing vehicles in each of the years, the amount spent annually for obtaining vehicles on rent from private sector would have been decreased, and assets would have been acquired for the Municipal Council as well.
- 4.3.3 The annual increase in the payments made in respect of the vehicles obtained on rent (based on the year 2010) ranged between 9.7 per cent – 462.9 per cent.
- 4.3.4 The excavator and 02 bulldozers belonging to the Municipal Council had been deployed daily in the year 2016 for the operating activities at the waste disposal site, the expenses on the rented vehicles had not been decreased.

- 4.3.5 The primary activities required in achieving the vision and mission of the Municipal Council, included the proper disposal of waste after being segregated. However, measures had not been taken in that respect, such as collecting only the segregated waste, purchase of vehicles and machines, and recruitment and training of necessary employees. The fact that the officers attached to the Solid Waste Division, and the top-level management, despite the availability of adequate financial provision, had obtained services by continuously obtaining vehicles on rent from the external parties, can be observed as an act done in keeping with the requirements of the private company.
- 4.4 Six tippers had been obtained from a private company on rent under instructions of urgent purchase to be used by the solid waste management division. A sum of Rs. 59,628,833 had been paid during the period from June 2015 to 12 May 2017 in that connection. The following matters were observed in the audit examination carried out thereon.
- 4.4.1 Those vehicles had been obtained on rent in keeping with the provisions for emergency purchases stated in 3.8 of the Procurement Guidelines. However, as stated in 3.8.1 (a) of the Procurement Guidelines, the said Section should be referenced only for the instances indicated below, and it is observed that the said renting of vehicles do not comply with the instances mentioned therein.
- 4.4.2 In the wake of the adverse situation prevailed at the offices in divisions 02 B, 03, and 04 due to vehicles often breaking down when collecting waste, the letter of the Director Engineer of the Solid Waste Division dated 18 June 2015 addressing the Municipal Commissioner, had requested approval for obtaining 06 mini tippers on rent with driver and fuel to be used in transporting waste between 6.00 AM and 8.00 AM. Accordingly, approval had been granted by the Municipal Commissioner to call for quotations. Despite the requirement for a service period of 14 hours, the minimum number of hours for quotations had been stated as 08, and estimated prices had not been prepared as well.
- 4.4.3 It had not been clearly stated as to whether the services of those rented vehicles should be obtained daily or upon requirement. It was observed in the examination on the payment vouchers that the vehicles had been deployed in service for about 25 days for every month, and service had been obtained only for 8-9 hours per day (9.00 AM – 6.00 PM) despite being stated that the service had been required for 14 hours. Hence, priority had not been given to transport waste under least traffic congestion.

- 4.4.4 Approval had been granted at the General Meeting held on 28 June 2015 to obtain the said service for a period of 02 months. Then again on 31 August 2015, approval had been granted following consent at the General Meeting for obtaining the services for one year. However, the Agreement, No. 58/2015 had been signed with the contractor on 01 September 2015 for a period of one year with effect from 25 June 2015. As such, following the covering approval granted by the Financial Committee on 25 June 2015 prior to the decision of the General Meeting, the services of the suppliers had been obtained with effect from that date.
- 4.4.5 According to the reports of the Board of Survey relating to Division No. 03 as at 31 December 2016, the vehicles observed to be usable in collecting solid waste included, 06 tippers, 13 compactors, 08 tractors (12 trailers). The examination on the reports relating to the repairs carried out on the vehicles of the Maintenance Division used in solid waste management, revealed that repairs on the vehicles relating to Division No. 03 had not taken a longer time. Hence, there had been no need in obtaining tippers on rent.
- 4.4.6 The lowest prices furnished amounted to Rs. 14,500 per tipper for 50 kilometers within 08 hours, and since the inception of the Agreement, a sum of Rs. 50,969,915 had so far been paid. Had the tippers been obtained on rent under leasing facilities at the inception of the said Agreement, the Municipal Council had the potential to purchase 10 – 15 tippers. But, no attention had been drawn thereon.
- 4.4.7 Despite being stated in obtaining tippers on rent, that mini tippers (3.5 m³) were required, 02 heavy tippers of the capacities 4.85 m³ and 5.285 m³ were deployed, but reasons for doing so were not presented to audit.
- 4.4.8 Twelve vehicles to be used in transporting waste had been handed over to the Municipal Council by the Government of Japan on 08 March 2016 under the project for the modification of vehicles used in solid waste transportation in Colombo municipality. Irrespective of that, the agreement on 06 rented vehicles had been extended up to 23 June 2017. Accordingly, this transaction can be considered to be of contentious nature.
- 4.4.9 The Agreement, No. 58/2015 on the rental of tippers had expired on 13 August 2015. The Director Engineer had been requested through the letter dated 29 August 2016 by the divisional office Nos. 03, 04, and 2 B to extend that Agreement. The said letter stated that the compactor vehicles received under Japanese aids were state-of-the art, and hence, the drivers of the Municipal Council needed enough time to adapt to new vehicles. Therefore, an extension of 06 months was requested for rental of vehicles. But,

according to the information obtained from the Solid Waste Management Division, the said compactor vehicles had been made use of since August 2016. The drivers had been trained to drive the compactor by a team of Japanese experts, and only one day had been spent therefor. It was then observed in audit that there had been no necessity for extending that Agreement beyond 13 August 2016, and the compactors received from the Government of Japan had not been adequately made use of.

- 4.4.10 The Decision of the General Meeting dated 23 June 2016 had granted approval to call for a new tender and extend the period of the existing tender. The Committee Decision, No. 178, dated 06 September 2016 had granted approval to obtain vehicles on rent under the prices approved for the rental of vehicles. The same Decision had also approved the extension of that limit until a new Council is elected thereby approving new prices after calling for tenders afresh by the new Council. Accordingly, it was signed on 02 November 2017 by extending the period of the Agreement, No. 16/2017 from 24 June 2016 to 03 June 2017. According to the matters relating to 12 compactors received by the Municipal Council under foreign aids, and the other reasons shown above, it was revealed in audit that there had been no need for extending the period for obtaining rented vehicles.
- 4.5 The Municipal Council had obtained vehicles on rent from a private company for the management of solid waste. In respect of the duration 2010 – 2016, a sum of Rs. 606,591,124 had been paid to that company as rental. The following matters were revealed in the connection.
- 4.5.1 This institution had been registered as a private business with the Department of Business Names Registration –Western Province. According to the Certificate, No. W.77871 issued by the said Department on 18 April 2005, the nature of the business had been stated as: construction and renovation of buildings, roads and irrigations, and construction services relating to land reclamation and waste. As such, this institution had not been stated as being involved in renting vehicles. When awarding tenders, the Municipal Council had not taken action to look in to this. **(Annexure – 08)**
- 4.5.2 In terms of the Gazette Extraordinary, No. 1534/18, dated 21 February 2008, waste should not be transported unless a license was issued by the Central Environmental Authority. Nevertheless, it was revealed in audit that such a license had not been obtained by the said company, and the Municipal Council had not verified the possession of such a license by the company as well.

4.6 Paying compensation to the affected families living close to the waste disposal site, had been commenced in October 2012. A sum of Rs.605,914,020 has been paid as compensation up to now under 8 stages. The following matters were revealed in this connection. **(Annexure – 09)**

4.6.1 Provision had not been made for paying compensation in terms of Section 188 of the Municipal Councils Ordinance.

4.6.2 By spending a sum of Rs.237 million, 158 houses in the housing project, Salamulla belonging to the Urban Development Authority had been granted in the year 2012 to the people affected due to disposal of waste at areas nearby the waste disposal site in Kolonnawa. The following matters were observed in this connection.

4.6.2.1 The District Secretariat, Kolonnawa, and the Urban Council of Kolonnawa had conducted 02 surveys in view of identifying the affected residents living nearby the waste disposal site. However, differences were observed between the reports of the surveys.

E.g. According to the survey conducted at Secretariat Division, Dahampura, of Grama Niladhari 511/A, in Kolonnawa, it had been verified in accordance with the survey conducted by the officials of the Department of Social Services that a person whose name had been mentioned in the list of houses mostly damaged, had not actually been a resident of that house. In addition to that, such discrepancies had been observed in 13 more instances.

4.6.2.2 Action had been taken to grant compensation to 107 persons under stage 06, twelve persons under stage 07, and 198 persons under stage 08. It had been decided to pay a sum of Rs. 1,000,000 under the first stage of paying compensation, whereas the balance amounting to Rs. 500,000 will be paid once the houses are demolished.

4.6.2.3 When granting compensation, documents should be obtained to verify that the relevant persons were permanent residents in the affected area for a long time. However, the information taken into consideration was obtained from the leaflet prepared by the Colombo Municipal Council under the title "Details of the damaged houses and the families". Nevertheless, documentary information verifying the permanent residence of them and the fact that they had resided there over a long period, had not been collected through that leaflet.

4.6.3 As per the Agreement, the beneficiaries of compensation should demolish the houses within a period of one month. However, there had been 2 affected persons who had obtained a sum of Rs. 1,000,000 under stage 6, one affected person who had obtained a

sum of Rs. 1,000,000 under stage 7, and 20 affected persons who had obtained a sum of Rs. 1,000,000 under stage 8 without vacating houses. It was also revealed that there had been a large number of affected persons residing in the same houses without obtaining compensation (without agreeing on the amount of compensation) under any of the stages in which compensation had been paid. The said group had not obtained compensation despite their eligibility for compensation, and had the Municipal Council been able to provide a solution acceptable to them, the tragedy taken place on 14 April 2017 would have been alleviated.

- 4.6.4 The Solid Waste Management Division functioning under Programme No. 07, is engaged in collection, disposal, and management of solid waste so as to maintain healthy atmosphere within the jurisdiction of the municipality. Although many employees had been employed therein including Deputy Director Engineer, Director, and Technical Officers, no report whatsoever had been furnished to the Municipal Council relating to the risk associated with the said waste disposal site.
- 4.6.5 A senior lecturer in Environmental Engineering at the University of Peradeniya had stated in a famous newspaper on 05 June 2016 that “it is scientifically verified that the risk of collapse in the near future associated with the colossal garbage dump in Meethotamulla, Kolonnawa will be even higher than the landslide occurred at Samasara Kanda in Aranayake”. This statement had been made based on the findings of the researches conducted on the height of the garbage dump and the features of the disposal site. Had appropriate measures been taken by the officials of the Municipal Council by drawing attention on a statement (related to waste management) of a lecturer at a reputed University of the country, a disaster of such a magnitude would not have taken place after 10 months of the publication of the statement. **(Annexure – 10)**

05. Audit Observations

- 5.1 An officer with broad knowledge obtained through local and international seminars on solid waste management had been promoted from the post of Municipal Engineer at the Solid Waste Division to the post of Director of that Division. The foreign training that she received included: state-of-the-art technology used in the disposal of waste, management of plastic waste, avoidance of waste, and generation of energy form waste.

It was observed that the said expertise had not been made use of in managing the waste being generated within the jurisdiction of the Municipal Council.

- 5.2 At present, the Colombo Municipal Council disposes waste at a land in Kerawalapitiya belonging to the Sri Lanka Land Reclamation & Development Corporation. This institution maintains a compost project, and the Municipal Council has been informed by the Corporation that a fee of Rs. 3,000 is charged for accepting a metric ton of segregated degradable waste, whereas a fee of Rs. 5,000 is charged for accepting a metric ton of non-segregated waste. Accordingly, it was observed that a sum of Rs. 39,000,525 (inclusive of VAT) had been paid to the Sri Lanka Land Reclamation & Development Corporation by the Colombo Municipal Council during the period from 09 June 2017 to 13 June 2017 in respect of 11,304.5 tons of degradable waste. A sum of Rs. 1,126,488 had been spent by the Municipal Council on the improvement of infrastructure facilities of the roads at the waste disposal site, and it was observed that the income generated from the sale of compost had been collected by the Sri Lanka Land Reclamation & Development Corporation. It was further observed that no formal agreement was entered into in this connection between the Colombo Municipal Council and the Sri Lanka Land Reclamation & Development Corporation. **(Annexure – 11)**
- 5.3 At present, the parties who demanded compensation for 32 persons who had lost lives due to the collapse of the garbage dump in Meethotamulla, have filed a case at the Supreme Court against the Municipal Council. It was observed that the expenditure to be incurred by the Municipal Council in the future in that connection, cannot be assessed as yet.
- 5.4 An institution and a land suitable for the implementation of plastic and polythene recycling project had been selected by the Colombo Municipal Council in the year 2014. However, the audit had been informed by the Municipal Commissioner that the said land would be used for a housing project proposed by the people's representatives and another land suitable for the recycling project would be acquired. Even though provision amounting to Rs. 100 million and Rs. 75 million had been made by the Municipal Council in the years 2014 and 2016 respectively, no action has so far been taken to purchase a land whilst the housing project has not been implemented at the aforementioned land as well. The Municipal Council had not taken any successful measures to implement a waste recycling project in the municipality of Colombo, whilst no action had been taken to provide a sustainable solution for the waste management. Moreover, attention had not been drawn on the methodologies followed by the foreign countries, and the

procedures of the other local institutions relating to the segregation and disposal of waste.

(Annexure – 12)

- 5.5 A sum of Rs. 2 million had been allocated through the annual budget of the Colombo Municipal Council for the recurrent expenditure on the recycling of solid waste. However, no expenditure had been incurred thereon during the period 2012 – 2016. Capital provision for buildings had been made for waste recycling projects valued at Rs. 75.85 million relating to the period 2013 – 2016. From the year 2012 up to the year 2014, only a sum of Rs. 8.87 million had been incurred on the Cleaning Depot on Arnold Rathnayake Mawatha, Colombo 10.
- 5.6 In order to compact the waste being brought in by the vehicles to the disposal site, the waste should be mixed with soil. Hence, mounds of soil had been piled up at the site, and inspection of the soil revealed that more than 50 per cent of the soil consisted of rubble from the demolition of buildings. Furthermore, it was observed that the polluted water flowing from the waste disposal site ended up in the stream nearby.
- 5.7 After discontinuing the disposal of waste at the site in Meethotamulla, the marshy land in extent of 28 acres located in Kerawalapitya which was selected for waste disposal at present, belongs to the Sri Lanka Land Reclamation & Development Corporation. The said land is located in a charming environment at a wet land surrounded by mangroves in the district of Gampaha, Western Province. No legal rights had been held by the Municipal Council as to the disposal of waste at the said land, and the physical inspection carried out on 01 June 2017 revealed that the non-segregated waste was dumped at the marshy land as had been done before. The disposal of waste at the said marshy land was observed to be none other than a recreation of the waste disposal site in Meethotamulla at a different location.
- 5.8 Lack of policies, plans, and targets were observed with the Municipal Council in respect of waste management. The Municipal Council was seeking for waste disposal sites as a temporary solution for waste disposal. Furthermore, action had not been taken to implement a sustainable methodology so as to minimize the generation of waste.
- 5.9 During the period 2012 – 2016, the Colombo Municipal Council had annually incurred 23 per cent – 45 per cent of its operating income on the management of solid waste, but

it was observed that no plans had been prepared to minimize the quantity of waste being generated daily.

- 5.10 It was observed that attention had not been adequately drawn by the officials on verdicts of the Supreme Court, existing Laws and Rules, and Management Rules (6.3) imposed on waste management.
- 5.11 Although provision had been made for purchasing vehicles in terms of 4.3.1 above, it was observed that an extensive amount had continuously been incurred annually for obtaining vehicles on rent.
- 5.12 Fire broke out on waste disposal site in Meethotamulla on 2 recent occasions (2018.01.01 and 2018.01.08). It was observed that no precautionary action was taken by assessing the likelihood of such events occurring in the future.
- 5.13 The report, furnished by a Japanese expert to the Government of Sri Lanka in the wake of the collapse of the colossal garbage dump, had neither been published, nor presented to audit as well. Hence, the progress in the implementation of the recommendations of the report, could not be examined.

06. Deficiencies in Systems and Controls

- 6.1 The project proposed for recycling plastic and polythene had been planned to be implemented in the year 2014. Even though an institution had also been selected in that connection, agreement had not been entered into. Provision amounting to Rs. 100 million and Rs. 75 million had been made in the years 2014 and 2016 respectively for purchasing a land for the recycling project, but action had not been taken to purchase the land.
- 6.2 The Waste Management Authority of the Western Province had not drawn its attention on the waste management of the Colombo Municipal Council.
- 6.3 Attention had not been drawn on the Waste Management Rule, No. 1560/06, dated 30 July 2008 introduced with respect to the management of waste by the authorities of administration responsible for the management of waste at national, provincial and regional levels.

- 6.4 The confusion between the Law and regulation, and the weakness in the coordination with relevant institutions (E.g. attention had not been drawn on the extension of temporary approval, granted by the Supreme Court in order to dispose of waste in Meethotamulla area, up to a period of 08 years).
- 6.5 Supervision and implementation of Laws and Rules by the institutions responsible for waste management, had been weak.
- 6.6 The Management Authority of the Colombo Municipal Council had not provided technical infrastructure and required guidance for the activities relating to the waste management, whilst attention had not been drawn on the prioritization of expenses incurred. (For instance, incurring a sum of Rs. 126,872,501 in the year 2015 on the 150th Anniversary)

07. Recommendations

- 7.1 It is recommended that constant supervision is needed on practical implementation of the Laws and Rules imposed through Circulars.
- 7.2 It is recommended that awareness programmes on the disposal, segregation, and management of waste, should be conducted through media targeting the people of all social strata.
- 7.3 It is recommended that, when the Colombo Municipal Council approves plans for the housing schemes and large-scale industries, attention should be drawn on the methodologies to be used in minimizing the waste generated therefrom, and disposal after segregation.
- 7.4 It is recommended that amendments should be introduced for the Laws, and Rules that have become out of date. E.g. Section 55 of the Municipal Councils Ordinance (Annexure 13)
- 7.5 It is recommended that, rather than disposing of waste at the ground, waste should be recycled, and action should be taken in view of a long-term solution.

- 7.6 In order to minimize the expenditure incurred on rented vehicles and machinery obtained for the management of waste, it is recommended that attention should promptly be drawn for purchasing such vehicles through the funds of the Municipal Council.
- 7.7 It is recommended that the waste being collected should be considered as a property of the Municipal Council, thereby considering the possibility of generating an income therefrom.
- 7.8 It is recommended that the recommendations of the report furnished by the Japanese expert, should be implemented immediately.

08. Conclusions

- 8.1 It is concluded that the Colombo Municipal Council is responsible for the losses of lives and damages to the properties including 32 deaths in consequence of the collapse of the garbage dump in Meethotamulla.
- 8.2 The waste being collected is a property of the Municipal Council, but the Municipal Council had continuously failed to identify the waste in that manner, thus failing to manage the waste properly. As such, it is concluded that the Municipal Commissioner and the relevant officials should be responsible for the loss sustained by the Municipal Council.
- 8.3 Due to failure in following a scientific and standard methodology for granting compensation to the affected parties, it is concluded that the relevant officials should be responsible for the extra burden of expenditure likely to be sustained by the Government.
- 8.4 Due to failure in adequately drawing attention on the minimization of waste generation, introducing methodologies for the reuse of waste, and implementation of a proper and expedited procedure for recycling, the problem of waste has become a sensitive issue; hence, it is concluded that the relevant officials should be responsible for the losses and damages sustained by the Municipal Council.

Sgd./ H.M. GAMINI WIJESINGHE
Auditor General

H.M. Gamini Wijesinghe.

Auditor General

Auditor General's Department

16th March, 2018

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අ.වි. 252]

මහා නගර සභා

I වන කොටස

මහා නගර සභා සංස්ථාපනය කිරීම

එ ඒ ප්‍රදේශ මහා නගර ලෙස ප්‍රකාශයට පත් කිරීමට හා ඒවායේ සීමා නිශ්චය කිරීමට ඇති බලය.

2. ගැසට් පත්‍රයෙහි පළ කරනු ලබන නියමයන් මගින්, අමාත්‍ය වරයා විසින්,—

- (අ) යම් ප්‍රදේශයක් මහා නගරයක් ලෙස ප්‍රකාශයට පත් කළ හැකි ය;
- (ආ) එසේ ප්‍රකාශයට පත් කරනු ලැබූ මහා නගරයේ සීමා නිශ්චය කළ හැකි ය; තව ද
- (ඇ) එසේ ප්‍රකාශයට පත් කරනු ලැබූ මහා නගරය සඳහා සංස්ථාපනය කරනු ලබන මහා නගර සභාවට නමක් සහ නිල නාමයක් නියම කළ හැකි ය.

එක් එක් මහා නගරයට මහා නගර සභාවක් සංස්ථාපනය කළ යුතු බව.

3. 2 වන වගන්තිය යටතේ වූ නියමයක් මගින් මහා නගරයක් ලෙස ප්‍රකාශයට පත් කරනු ලැබූ සෑම ප්‍රදේශයක් සඳහා ම, මෙම ආඥාපනතේ විධිවිධානවලට අනුකූල ව මහා නගර සභාවක් සංස්ථාපනය කළ යුතු ය.

මහා නගර සභා වලට අයත් කරනවා.

4. එක් එක් මහා නගරය සඳහා සංස්ථාපනය කරන ලද මහා නගර සභාව, මෙම ආඥාපනතේ හෝ වෙනත් යම් ලිඛිත නීතියකින් වෙනත් යම් අධිකාරයකට වෙන් කරන ලද හෝ පවරන ලද බලතලවලට යටත් ව, මහජන සෞඛ්‍ය, මහජන උපයුක්තතා සේවා සහ පොදු මංගාලයන් පිළිබඳ සියලු කාරණා විසීමත් කිරීම ද පැලනය කිරීම ද පරිපාලනය කිරීම ද සාමාන්‍යයෙන් මහජනයාගේ යැප පහසුකම්, පහසුකම් සහ ශූභ සාධක කටයුතු හා මහා නගරයේ සුඛ විහරණ ක්‍රම ආරක්ෂා කිරීම ද ප්‍රවර්ධනය කිරීම ද භාර වූ එකී මහා නගරයේ පරිපාලන සීමා ඇතුළත් වූ පළාත් පාලන ආයතනය වන්නේ ය.

මහා නගර සභාවල සංග්‍රහය. [1977 අංක 24 § 94.]

5. (1) එක් එක් මහා නගර සභාව නගරාධිපතිවරයාගෙන් ද, නියෝජ්‍ය නගරාධිපතිවරයාගෙන් ද ගැසට් පත්‍රයේ පළ කරනු ලබන නියමයක් මගින් අමාත්‍යවරයා විසින් නියම කරනු ලබන යම් සංඛ්‍යාවකින් යුක්ත වන අනෙකුත් සභිකයන්ගෙන් ද සමන්විත විය යුතු ය.

(2) සභික සංඛ්‍යාව තීරණය කිරීමේ දී මහා නගරයේ භූමි ප්‍රමාණය ද ජනගහණය ද පිළිබඳ ව අමාත්‍යවරයා සැලකිලිමත් විය යුතු ය.

(3) (1) වන උපවගන්තිය යටතේ කරනු ලබන සෑම නියමයක් ම හැකි පහසු ඉක්මණින් පාර්ලිමේන්තුව හමුවේ තැබිය යුතු ය.

VI වන කොටස

මහජන සෞඛ්‍යය පිළිබඳ බලතල සහ යුතුකම්

මහජන සෞඛ්‍යය

96. එක් එක් මහා නගරයක මහා නගර සභා වෙත යම් බල බරයකු වෙත නීතියෙන් පාවරි ඇති බලතලවලට සහ වගකීම්වලට යටත් ව, ඒ මහා නගරය ඇතුළත මහජන සෞඛ්‍යය ප්‍රයෝගණය කිරීමේ සහ ආරක්ෂා කිරීමේ කාර්යයන් සඳහා වූ පොදු පරිපාලන අධිකාරිය විය යුතු අතර, මේ ආඥාපනතින්, කරදර පිළිබඳ ආඥා පනතින්, නිවාස සහ නගර සංවර්ධන ආඥා පනතින් සහ ඒ සඳහා හත් කාලයේ බලපවත්නා යම් ලිඛිත නීතියකින් ඊට පවරා ඇති සියලු බලතල ඒ කාර්යය සඳහා ක්‍රියාත්මක කිරීමේ හිමිකම ඒ සභාවට තිබිය යුතු ය.

මහා නගර සභාව පොදු මහජන සෞඛ්‍ය අධිකාරිය විය යුතු බව.

දුරකථන 2

යැ. සු. මෙම ගැසට් නිවේදනය 2008.07.29 දින දාංක 1560/5 දරන අති විශේෂ ගැසට් පත්‍රයේ පළ වූ නිවේදනය සමග සම්බන්ධවේ.



ශ්‍රී ලංකා ප්‍රජාතාන්ත්‍රික සමාජවාදී ජනරජයේ ගැසට් පත්‍රය

අති විශේෂ

අංක 1560/6 - 2008 ජූලි 30 වැනි බදාදා- 2008.07.30

ආණ්ඩුවේ බලයට ප්‍රසිද්ධ කරන ලදී

IV (අ) වැනි කොටස - පළාත් සභා

පළාත් සභා නිවේදන

බස්නාහිර පළාත් සභාව

බස්නාහිර පළාත් සභාවේ ප්‍රධාන අමාත්‍ය හා නීතිය හා සාමය, මුදල් හා සැලසුම් , අධි සාපන රැකි රක්ෂා, පළාත් පාලන හා පළාත් පරිපාලන, ප්‍රවාහන, සංස්කෘතික හා කලා කටයුතු පිළිබඳ අමාත්‍ය පෙස්තේරුවේ ලියනරාලලාගේ රෙජනෝල්ඩ් රොස්මන්ඩ් කුරේ විජේවර්ණසූරිය වන මා මිසින් 2007 අංක 01 දරන බස්නාහිර පළාතේ අපද්‍රව්‍ය කළමනාකරණ ප්‍රඥප්තියේ 20 වන වගන්තියේ I වන උප වගන්තියෙන් පැවරී ඇති බලතල ප්‍රකාරව, සාදන ලද “ නාගරික සහ අපද්‍රව්‍ය කළමනාකරණ රීති”.

පෙස්තේරුවේ ලියනරාලලාගේ රෙජනෝල්ඩ් රොස්මන්ඩ් කුරේ විජේවර්ණසූරිය,
බස්නාහිර පළාතේ පළාත් සභාවේ ප්‍රධාන අමාත්‍ය හා නීතිය හා සාමය, මුදල් හා
සැලසුම්, අධි සාපන, රැකි රක්ෂා, පළාත් පාලන හා පළාත් පරිපාලන, ප්‍රවාහන,
සංස්කෘතික හා කලා කටයුතු පිළිබඳ අමාත්‍ය,
බස්නාහිර පළාත.

2008 ජූලි මස 28 වැනි දින,
කොළඹ 07,
ශ්‍රාවස්ති මන්දිරයේ පිහිටි,
බස්නාහිර පළාතේ ප්‍රධාන අමාත්‍ය භාණ්ඩයේ දී ය.

බස්නාහිර පළාතේ 2008 අංක 01 දරන නාගරික සහ අපද්‍රව්‍ය කළමනාකරණ රීති

- 1. මෙම රීති බස්නාහිර පළාතේ 2008 අංක 01 දරන නාගරික සහ අපද්‍රව්‍ය කළමනාකරණ රීති යනුවෙන් හඳුන්වනු ලැබේ.

1 වන පරිච්ඡේදය

ප්‍රභවයේදී නාගරික සහ අපද්‍රව්‍ය විවිෂ්ණව වෙන් කිරීම

- 2. මෙහි මින්මතු “අපද්‍රව්‍ය ජනනය කරන්නා” යනුවෙන් හඳුන්වනු ලබන සෑම නාගරික සහ අපද්‍රව්‍ය ජනනය කරන්නෙක්ම විසින් 1 වන උපලේඛණයේ සඳහන් ජෛවභාගනය වන හා ජෛවභාගනය නොවන අපද්‍රව්‍ය වෙනුවෙන් යටත් පිරිසෙයින් බහාලු දෙකක් කඩාගත යුතු ය. එකී බහාලු පියත් සහිත වූ යුතු අතර දෛනිකව එකතු කරනු ලබන අපද්‍රව්‍ය දැමීම සඳහා බහාලුවෙන් පිටකට අපද්‍රව්‍ය නොවැටෙන පරිදි ප්‍රමාණවත් ව්‍යාලක්ඵයකින් තිබිය යුතු ය.

එසේ වුවද, අපද්‍රව්‍ය ජනනය කරන්නෙකුට කඩදාසි, රළුසවික් හා වීදුරු වැනි ජෛවභාගනය නොවන අපද්‍රව්‍ය දැමීම සඳහා එකකට වැඩි බහාලු කඩාගත හැකි ය. කිසිදු අපද්‍රව්‍ය ජනනය කරන්නෙකු විසින් විෂ සහිත හා සායනික අපද්‍රව්‍ය නාගරික අපද්‍රව්‍ය සමඟ මිශ්‍ර නොකළ යුතුය.

- 3. කාර්මික, වෛද්‍ය හා සෞඛ්‍ය ආරක්ෂක ආයතන, ඔවුන්ගේ විෂ සහිත හා සායනික අපද්‍රව්‍ය, නාගරික සහ අපද්‍රව්‍ය වලින් වෙන් කළ යුතු අතර ඒවා 2008 පෙබරවාරි මස 1 වන දිනැති අංක 1534/18 දරන අතිවිශේෂ ගැසට් පත්‍රයේ පළාතේ පාරිසරික පාරිසරික (ආරක්ෂක කට්ට) අංශලාභිවලට අනුකූලව ගබඩා කිරීම හා බැහැරලීම කළ යුතු ය.

- 4. සෑම අපද්‍රව්‍ය ජනනය කරන්නෙකු විසින්ම 1 වන උපලේඛණයේ නිශ්චිතව සඳහන් වීදුරු හා තෝග අපද්‍රව්‍ය දෛනිකව එකතු කරනු ලබන අපද්‍රව්‍ය වලින් වෙන්කරනු ලැබිය යුතු අතර, ඒවා අදාළ පළාත් පාලන ආයතනයට හෝ මෙහි මින්මතු බලයලත් තැනැත්තා යනුවෙන් හඳුන්වනු ලබන පළාත් පාලන ආයතනය මගින් ලිඛිතව බලය පවරන ලද තැනැත්තාට වෙන් වෙන්ව භාරදෙනු ලැබිය යුතු ය.

- 5. ඉදිකිරීම් හේතුවෙන් ජනනය වන සහ අපද්‍රව්‍ය ද, බිඳ හෙළීම් නිසා ජනනය වන සුන්බුන් කැබලි ආදිය ද වෙන් වෙන් අපද්‍රව්‍ය සමඟ මිශ්‍ර නොකළයුතු අතර, බැහැර කිරීම සඳහා අදාළ පළාත් පාලන ආයතනයට හෝ බලයලත් තැනැත්තාට භාරදෙනු ලැබිය යුතු ය.

- 6. නාගරික සහ අපද්‍රව්‍ය ප්‍රභව ස්ථානයේදීම වර්ග කිරීම, අවම කිරීම, තැවන පාවිච්චි කිරීම හා ප්‍රතිවක්‍රීකරණය කිරීම පිළිබඳව සෑම පළාත් පාලන ආයතනයක් විසින්ම මහජනතාව දැනුවත් කළ යුතු ය.

- 7. පරිශ්‍රය හෝ පරිශ්‍රයට ආසන්න වූ යම් පාරක් අපවිත්‍ර කිරීමෙන් වැලකී සිටීම සහ මෙම නියෝගයේ සඳහන් විධිවිධාන අනුව අපද්‍රව්‍ය එකතු කිරීම, වර්ග කිරීම හා බෙදා හැරීම අපද්‍රව්‍ය ජනනය කරන්නාගේ වගකීම වන්නේ ය.

- 8. විශේෂයෙන් තත්කාර්යය සඳහා වෙන්කර ඇති කසළ සංචාන බඳුන් හෝ වෙනත් භාජනවලට හැර කිසිදු තැනැත්තෙකු විසින් අපද්‍රව්‍ය පොදු හෝ පෞද්ගලික පෙදෙස්වලට බැහැර නොකළ යුතු ය.

- 9. (1) යම් පරිශ්‍රයක අයිතිකරුවකු හෝ පදිංචිකරුවකු විසින් තම අසල්වැසිත්ව පීඩාවක් විය හැකි ආකාරයට දුර්ගන්ධය සහිත භානිකර හෝ සායනික අපද්‍රව්‍ය හෝ ඒවා අඩංගු භාජන හෝ තම පරිශ්‍රයෙහි කඩා ගැනීමට සැලැස්වීම නොකළ යුතුය.

- (2) පළාත් පාලන ආයතනයක, කොමසාරිස්වරයකු, ලේකම්වරයකු හෝ ඔහු විසින් ලිඛිතව බලය දෙන ලද තැනැත්තකු . පදිංචිකරුවෙකුට දැන්වීමෙන් පසු දවසේ සාධාරණ වේලාවකදී පරිශ්‍රයකට ඇතුළු වීම නික හනුකුල වන්නේ ය. මෙහි (1) වන ඡේදය කඩ කල විටක, එසේ කඩ කිරීම හේතුවෙන් උද්ගත වූ යම් වියදමක් පළාත් පාලන ආයතනය වෙත ආපසු ගෙවීමට එකී පරිශ්‍රයේ පදිංචිකරුව පළාත් පාලන ආයතනය විසින් නියම කරනු ලැබිය හැකි ය.

- 10. යම් ගොඩනැගිල්ලක හෝ එහි කොටසක සේවය සඳහා වූ වනන ප්‍රණාලිය හෝ පතන ප්‍රණාලි කූටය අළුත්වැඩියා කිරීම, ප්‍රතිස්ථාපනය කිරීම හෝ නිසි නඩත්තුව පිළිබඳව ගොඩනැගිල්ලේ අයිතිකරු වගකිව යුතුය.

- 11. යම් තැනැත්තෙක් මහජනතාවට විවෘත ගොඩනැගිල්ලක් තුළ හෝ ප්‍රසිද්ධ ස්ථානවල, පදිකවේදිකා මත හෝ පුරාණවත් මත හෝ ප්‍රවාහන මාධ්‍යයන් තුළ කෙළ ගැසීම හෝ කසළ දැමීම නොකළ යුතු ය.

- 12. කළු හෝ තැනැත්තකු විසින් කසල විවෘතව දහනය කිරීම හෝ එසේ දහනය කරවීම හෝ නොකළ යුතුය.

13. කවර හෝ තැනැත්තෙකු විසින් තම අසල්වැසියාට පීඩාකාරී වියහැකි හෝ ප්‍රදේශයේ සත්වයින්ගේ හා ශාකවල පැවැත්මට බලපෑමක් ඇතිකළ හැකි හානිකර, සායනික හෝ අන්තරායකාරී අපද්‍රව්‍ය ගෙවත්තේ වැළඳීම නොකළ යුතු ය.
14. අප්‍රසන්න ගඳක් සහිත ද්‍රව හෝ අර්ධ ඝන හෝ ඝන අපද්‍රව්‍ය යම් පරිශ්‍රයක පදිංචිකරුවෙක් විසින් විවිධත් මත, පොදු ස්ථානයක් මත හෝ කාණුවකට හෝ නොදැමිය යුතුය.
15. යම් පරිශ්‍රයක් පදිංචිකරුවකු විසින් :-

- (අ) සංවෘත භාජනයක් තුළ හැර කසළ තැන්පත් කිරීම හෝ තැන්පත් කිරීමට සැලැස්වීම නොකළ යුතු ය ; සහ
- (ආ) පළාත් පාලන ආයතනයේ කොමසාරිස්වරයා හෝ ලේකම්වරයාගේ දැන්වීමට අනුකූල වූ වේලාවන් තුළ දී හැර හා තමාගේ පරිශ්‍රයට යාබද විදිශ්‍රමායිමේ හැර භාජන තැබීම හෝ තැබීමට සැලැස්වීම නොකළ යුතුය.

2 වන පරිච්ඡේදය

නිකුත් කරනු ලබන මධ්‍යස්ථාන හෝ ජනනය වන ස්ථානවල දී සංඝ අපද්‍රව්‍ය, විධිමත් ලෙස එකතු කිරීම හෝ බාර ගැනීම

16. සෑම පළාත් පාලන ආයතනයක් විසින්ම ජෛවභායනය වන අපද්‍රව්‍ය යටත් පිරිසෙයින් සතියකට දෙවරක් දොරින් දොරට එකතු කිරීම සංවිධානය කළ යුතු අතර එකතු කරනු ලබන වේලාව හා ආකාරය පිළිබඳව පදිංචිකරුවන්ට පූර්ව දැනුම්දීමක් කළ යුතුය.
17. සෑම පළාත් පාලන ආයතනයක් විසින්ම 1 වන උපලේඛනයේ සඳහන් ජෛවභායනය නොවන අපද්‍රව්‍ය යටත් පිරිසෙයින් සති දෙකකට වරක් දොරින් දොරට එකතු කළ යුතු අතර එකතු කරනු ලබන වේලාව සහ ආකාරය පිළිබඳව පදිංචිකරුවන්ට පූර්ව දැනුම්දීමක් කළ යුතු ය.
18. (i) අදාළ පළාත් පාලන ආයතනයට ගෙවනු ලබන බදු වලට අමතරව කසල දොරින් දොරට එකතු කිරීමේ වියදම් පියවා ගැනීම සඳහා, ගෘහ මූලිකයා විසින් 2 උපලේඛනයේ අනුප්‍රමාණයන් නොඉක්මවන භාවිත ගාස්තුවක් ගෙවීමට බැඳී සිටින්නේ ය.
- (ii) අධිකාරියේ සහාපතිවරයාගේ ලිඛිත කැමැත්ත ඇතිව පළාත් පාලන කොමිෂියා සහ ග්‍රාම නිලධාරී කොමිෂියා ඇතුළත, මෙම රීතියේ (1) වන ඡේදයේ යටතේ, මෙකී භාවිතාකර ගාස්තු අයකළ යුතු ය. එම ප්‍රදේශය තුළ නාගරික සහ අපද්‍රව්‍ය එකතු කිරීම, පිරිසිදු කිරීම හා ප්‍රවාහනය සඳහා ඇති යටිතල පහසුකම්වල ප්‍රමිතීන් පිළිබඳ සෑහීමකට පත්වීමෙන් පසු අධිකාරියේ සහාපතිවරයා විසින් තම ලිඛිත කැමැත්ත දිය යුතු ය.
19. සෑම පළාත් පාලන ආයතනයක් හෝ බලයලත් තැනැත්තකු විසින්ම 1 වන උපලේඛනයේ සඳහන් තොග වශයෙන් වූ අපද්‍රව්‍ය යටත් පිරිසෙයින් සති දෙකකට වරක්වත් එකතු කරනු ලැබිය යුතු අතර එසේ එකතු කරනු ලබන වේලාව සහ ආකාරය පිළිබඳව සෑම පදිංචිකරුවකුටම පූර්ව දැනුම්දීමක් කරනු ලැබිය යුතු ය. තම සේවාව සඳහා 3 වන උපලේඛනයේ නිශ්චිතව සඳහන් සීමා නොඉක්මවන භාවිත ගාස්තු පළාත් පාලන ආයතන විසින් අයකර ගනු ලැබිය යුතු ය.
20. යම් තැනැත්තකුගේ ඉල්ලීමක් මත පළාත් පාලන ආයතනය හෝ බලයලත් තැනැත්තකු විසින් ඉදිකිරීම් අපද්‍රව්‍යවල කැබලි හා සුන්බුන් එකතු කරනු ලැබිය යුතු අතර ප්‍රමුඛතාවය හා දුර මත පදනම්ව පළාත් පාලන ආයතනය මගින් පනවනු ලබන මෙහි 4 වන උපලේඛනයේ නිශ්චිතව සඳහන් භාවිත ගාස්තුවක් ඒ සඳහා ගෙවිය යුතුය.
21. (i) බස්නාහිර පළාත්, 2007 අංක 1 දරන අපද්‍රව්‍ය කළමනාකරණ ප්‍රඥප්තියෙහි 2 වන උපලේඛනයේ නිශ්චිතව සඳහන් "ස්ථාන දඩ" අයකර ගැනීම සම්බන්ධයෙන් සෑම පළාත් පාලන ආයතනයක්ම භාරව ක්‍රියා කළ යුතුය.
- (2) භාවිත ගාස්තු අයකරනු ලබන ප්‍රදේශ සඳහා පමණක් (1) වන උපවගන්තියේ විධිවිධාන අදාළ වේ.
22. පළාත් අපද්‍රව්‍ය කළමනාකරණ ක්‍රියාකාරකම් ප්‍රවර්ධනය කිරීම සඳහා අපද්‍රව්‍ය කළමනාකරණ අධිකාරිය මගින් පවත්වාගෙන යන 2007 අංක 1 දරන අපද්‍රව්‍ය කළමනාකරණ ප්‍රඥප්තියේ 10 වන වගන්තිය යටතේ ස්ථාපිත අධිකාරියේ අරමුදලට භාවිත ගාස්තුවෙන් ලැබෙන මුළු ආදායමෙන් සියයට විස්සක ප්‍රමාණයක් මාසිකව සෑම පළාත් පාලන ආයතනයක් විසින්ම ප්‍රේෂණය කරනු ලැබිය යුතුය.
23. ඉහත සඳහන් විධිවිධාන අනුව වෙන් වෙන් වශයෙන් එකතු කරනු ලබන, හා (1 වන උපලේඛනයේ නිශ්චිතව සඳහන්) භාරගනු ලබන, විවිධ කාණ්ඩවලට අයත් අපද්‍රව්‍ය කිසිම පළාත් පාලන ආයතනයක් හෝ යම් බලයලත් පුද්ගලයකු විසින් මිශ්‍ර නොකළ යුතු ය.

- 24. (1) තම බල ප්‍රදේශයේ පුරවැසියන් දිරි ගන්වීම සඳහා අදාළ එක් එක් පළාත් පාලන ආයතනය විසින් අපද්‍රව්‍ය වර්ගීකරණය පිළිබඳ දැනුවත් කිරීමේ වැඩ සටහන් සංවිධාන කළ යුතු අතර වර්ගීකෘත ද්‍රව්‍යයන් ප්‍රතිචක්‍රීකරණය හා පුනර්භාවිතය කිරීම සඳහා කටයුතු ප්‍රවර්ධනය කළ යුතු ය.
- (2) මේ නියෝගයේ කාර්යය සඳහා පළාත් පාලන ආයතන විසින් ප්‍රදේශයේ ප්‍රජාමූලික සංවිධාන හා රාජ්‍ය නොවන සංවිධානවල නියෝජිතයින් සමග නියමිත කාලපරිච්ඡේදයේ දී රැස්වීම් සංවිධානය කළ යුතු අතර එම වැඩසටහන් පිළිබඳ විස්තර බස්නාහිර පළාතේ අපද්‍රව්‍ය කළමනාකරණ අධිකාරිය වෙත කල්වෙලා ඇතිව ඉදිරිපත් කරනු ලැබිය යුතු ය.
- 25. 5 වන උපලේඛනයේ නිශ්චිතව සඳහන් වාර්ෂික බලපත්‍ර ගාස්තුවක් ගෙවීමෙන්, පළාත් පාලන ආයතනයක් හැර අපද්‍රව්‍ය බැහැර කිරීමේ හෝ පවිත්‍ර කිරීමේ ක්‍රියාවලියෙහි යෙදෙන්නා වූ සෑම තැනැත්තෙකුම 9 වන උපලේඛනයේ සඳහන් නිශ්චිත ආකෘතියේ සහ ක්‍රියාවලිය අනුව, වලංගු බලපත්‍රයක් අදාළ පළාත් පාලන ආයතනයකින් හෝ අපද්‍රව්‍ය කළමනාකරණ අධිකාරියෙන් ලබා ගත යුතු ය. අදාළ වාර්තා ඉහත කී අධිකාරිය විසින් සකසා පවත්වාගෙන යා යුතු අතර එකී අපද්‍රව්‍ය එකතු කිරීම හෝ පිරිසිදු කිරීමට අදාළව තෝරාගැනීමට අවශ්‍ය කරනු ලබන යම් නැතැත්තකුට ඒවා දිය යුතු ය.
- 26. බස්නාහිර පළාතේ අපද්‍රව්‍ය කළමනාකරණ අධිකාරියෙන් හෝ අදාළ පළාත් පාලන ආයතනය මගින් නිකුත් කරන ලද හඳුනාගැනීමේ පත්‍රයක් නොමැති, පළාත් පාලන ආයතනයේ ලියාපදිංචි යම් නැතැත්තෙකුගෙන් හෝ යම් සමාගමක් විසින් කිසිම පරිශ්‍රයකින් අපද්‍රව්‍ය එකතු කිරීම නොකළ යුතුය.
- 27. නිවෙස්වලින් ඉවතලන අපද්‍රව්‍ය ක්‍රමවත්ව බැහැරලීම සඳහා අපද්‍රව්‍ය කළමනාකරණ අධිකාරියෙන් පිහිටුවන ලද සම්පත් පියස මධ්‍යස්ථාන හැර, කිසිදු අපද්‍රව්‍ය එකතු කිරීම එළිමහන් අංගන හෝ ගබඩා මධ්‍යස්ථාන "A" ශ්‍රේණියේ මාර්ගයකට යාබදව පවත්වාගෙන යාම නොකළ යුතු ය.
- 28. කිසිදු අපද්‍රව්‍ය එකතුකරන්නෙකු විසින්, බී ශ්‍රේණියේ මාර්ගයකට යාබදව හෝ සී ශ්‍රේණියේ පොදු පාරකට යාබදව, එකතු කරන ලද අපද්‍රව්‍ය ගබඩා නොකළ යුතු අතර එම අපද්‍රව්‍ය දර්ශනය වන ආකාරයට එකී මාර්ගවල තැබීම ද නොකළ යුතු ය.
- 29. (1) අපද්‍රව්‍ය එකතු කරන්නෙකු විසින් අසල්වැසින් හට පීඩාවක් වියහැකි හෝ මදුරුවන් බෝවන හෝ ආකාරයට, අපවිත්‍ර තත්වයෙන් කිසියම් අපද්‍රව්‍ය, තම පරිශ්‍රයෙහි තබා ගැනීම හෝ තබා ගැනීමට ඉඩදීම නොකළ යුතුය.
- (2) පළාත් පාලන ආයතනයක මහාමහාධිපතිවරයෙකු, ලේකම්වරයෙකු හෝ කොමසාරිස්වරයා විසින් ලිඛිතව බලය පවරන ලද නැතැත්තකු හට, ඉහත (1) ඡේදයෙහි විධිවිධාන උල්ලංඝනය කරන බවට සාධාරණ හේතු ඇති අවස්ථාවක යම් පරිශ්‍රයකට ඇතුළුවීම හා එම පීඩාව ඉවත් කිරීමට හෝ ඉවත් කිරීමට සැලැස්වීම නීත්‍යානුකූල වන අතර එම කාර්යයන් සඳහා දරන ලද වියදම් අදාළ එකතුකරන්නාගෙන් හෝ සමාගමින් අයකරගත යුතු ය.

3 වන පරිච්ඡේදය

පාරවල් හා ප්‍රසිද්ධ ස්ථාන පිරිසිදු කිරීම

- 30. (1) සෑම පළාත් පාලන ආයතනයක් විසින්ම තම පරිපාලන සීමා තුළ පිහිටි සියලු වර්ගවල පොදු පාරවල්, පදික වේදිකා, බෝක්කු, කානු සහ සෑම පොදු ස්ථානයක්ම විධිමත් කාල පරාසයක් තුළ පවිත්‍ර කිරීම කළ යුතු ය.
- (2) පළාත් පාලන ආයතනයක් හැර, පොදු ස්ථානවල පිරිසිදු කරන්නාවූ අන් සියලුම නැතැත්තන් විසින්, 5 වන උපලේඛනයේ නිශ්චිතව සඳහන් වාර්ෂික බලපත්‍ර ගාස්තුවක් ගෙවීමෙන් 9 වන උපලේඛනයේ සඳහන් ආකෘතියේ සහ ආකාරයට අපද්‍රව්‍ය කළමනාකරණ අධිකාරිය හෝ අදාළ පළාත් පාලන ආයතන හෝ විසින් නිකුත් කරන ලද එක් වර්ෂයකට බලාත්මක වන වලංගු බලපත්‍රයක් ලබාගත යුතුය.
- 31. විදි, ප්‍රසිද්ධ විනෝදායක ස්ථාන, කානු සහ වෙනත් ජල මාර්ගමත, ගෘහස්ථ, වෙළඳ කාර්මික සහ ආයතනික සහ කවරාකාරයක හෝ ස්ථානයක අපද්‍රව්‍ය දැමීම සෑම පළාත් පාලන ආයතනයක් විසින් ම, තහනම් කළ යුතු ය.
- 32. සෑම පළාත් පාලන ආයතනයක් විසින් ම, ජෛවහානිය වන හා ජෛවහානිය නොවන අපද්‍රව්‍ය බහාලීම සඳහා ප්‍රමාණවත් පුද වෙන් වෙන් වශයෙන් වූ ද, සංචිත වර්ගයේ කහල බදුන් හෝ හාපන ප්‍රමාණවත් සංඛ්‍යාවක් සෑම වර්ගයකටම අයත් පාරවල් දෙපස හා පොදු ස්ථානවල තැබීම හා තැබීම කිරීම කළ යුතු ය.

- 33. උත්සව කාලවලදී ජෛවභාගය වන හා ජෛවභාගය නොවන කසළ දැමීම සඳහා එහා ශමනා කළ හැකි වූ ද, වෙන් වශයෙන් වූ ද, සංවෘත වර්ගයේ කසල බදුන් හෝ හාජන අමතර ප්‍රමාණයක් සියලුම පොදු ස්ථානවල නැඹුණු සැම පළාත් පාලන ආයතනයක් විසින්ම කළ යුතු ය.
- 34. කිසිම තැනැත්තෙකු විසින් අදාළ පළාත් පාලන ආයතනයේ, කොමසාරිස්වරයාගේ හෝ ලේකම්ගේ ලිඛිත අනුමැතිය නොමැතිව පාරවල් දෙපස, වෙන්කළ ස්ථානවල හෝ උද්‍යානවල ගස්වැවීම හෝ කැපීම නොකළ යුතු ය.
- 35. යම් පරිශ්‍රයක පදිංචිකරුවකු විසින්, ඔහුගේ හෝ ඇයගේ පරිශ්‍රයට යාච්චු පොදු ප්‍රදේශය හෝ පදික වේදිකාව අවහිර වන ලෙස ශාක වැවීම හෝ ස්ථානවල බාධක තැබීම හෝ නොකළ යුතු ය.
- 36. (i) අදාළ පළාත් පාලන ආයතනයේ කොමසාරිස්වරයාගේ හෝ ලේකම්වරයාගේ ලිඛිත අනුමැතිය නොමැතිව කිසිදු තැනැත්තෙක් විසින්, යම් ප්‍රචාරක දැන්වීමක්, නිවේදනයක්, පෝස්ටරයක් හෝ සැරසිල්ලක් පොදු ස්ථානයක ප්‍රදර්ශනය නොකළ යුතු ය.
 (ii) (i) වන ඡේදයේ සඳහන් ලිඛිත අනුමැතිය එකී බලපත්‍රයේ නිශ්චිතව සඳහන් කාලය සඳහා, විය යුතු අතර එකී කාලය අවසන් වී දින හතක් ඇතුළත එකී තැනැත්තා විසින්, එකී ප්‍රචාරක දැන්වීම, නිවේදනය, පෝස්ටරය හෝ සැරසිල්ල ඉවත් කළ යුතුය යන කොන්දේසියට යටත් විය යුතු ය.
- 37. වෙනත් යම් ලිඛිත නීතියක විධිවිධානවලට අනුකූලව නොමැතිව සෑම පළාත් පාලන ආයතනයක් විසින්ම, තම බල ප්‍රදේශය තුළ, ප්‍රචාරක දැන්වීම් ප්‍රදර්ශනය සඳහා ප්‍රමාණවත් ස්ථාන සංඛ්‍යාවක් ඉදිකිරීම හා නඩත්තු කිරීම සිදුකළ හැකි ය.
- 38. පුද්ගලික පාරකට යාබදව පිහිටි යම් පරිශ්‍රයක පදිංචිකරුවෙකු විසින් තම පරිශ්‍රයට යාබද එකී පුද්ගලික පාර මත හෝ යාබද පදික වේදිකා හෝ කානු මත කැලි කසල දැමීම හෝ නිවෙන්නට හැරීමට ඉඩ නොදිය යුතු අතර, ඔවුන් විසින් එවැනි ස්ථාන පිරිසිදු කිරීමට වගබලා ගත යුතු ය.

4 වන පරිච්ඡේදය

විවෘත කසළ ගබඩා බහලු භාවිතයෙන් ඉවත් කිරීම

- 39. සියළු පළාත් පාලන ආයතන විසින්, විවෘත කසළ ගබඩා බහලු වෙනුවට සංවෘත වර්ගයේ ස්ථිර හෝ ජංගම බහලු ආදේශ කිරීම මගින් හෝ අපද්‍රව්‍ය, ප්‍රභවස්ථානයේ සිට සෘජුවම හුවමාරු ස්ථානයට, හෝ අවසාන බැහැරලීමේ ස්ථානයට ප්‍රවාහන කිරීමට සැලැස්වීමෙන් හෝ සියලු විවෘත වර්ගයේ කසල ගබඩා බහලු පහසුකම්, මේ නීතිය බලාත්මකවීමේ දින සිට උපරිම අවුරුදු දෙකක කාලයක් ඇතුළත භාවිතයෙන් ඉවත් කළ යුතු ය.
- 40. තම බල ප්‍රදේශය ඇතුළත, සංවෘත අපද්‍රව්‍ය භාජන භාවිතා කිරීමට අපේක්ෂාකරන යම් පළාත්පාලන ආයතනයක් හෝ බලයලත් යම් තැනැත්තකු හෝ විසින් ජෛවභාගය වන හා ජෛවභාගය නොවන යන දෙවර්ගයේ අපද්‍රව්‍ය සඳහා ප්‍රමාණවත් පරිමාවක් සහිත වෙන් වශයෙන් වූ භාජන සැපයීම පිළිබඳ වගකිවයුතු අතර ඒවා නිසි ලෙස පවිත්‍ර කර තබාගත යුතු කිරීම ද කළ යුතු ය.
- 41. තම බල ප්‍රදේශය තුළ සංවෘත වර්ගයේ තාවකාලික භාජන භාවිතා කිරීමට අපේක්ෂාකරන යම් පළාත් පාලන ආයතනයක් හෝ එහි බලයලත් තැනැත්තකු විසින් එම භාජනය නිසි පරිදි පාවිච්චි කිරීම පිළිබඳව ජනතාව දැනුවත් කළ යුතු ය.
- 42. අදාළ ප්‍රදේශයේ ජනගහණ තත්වය හා ජනනය වන අපද්‍රව්‍ය ප්‍රමාණය සැලකිල්ලට ගෙන ප්‍රමාණවත් භාජන සංඛ්‍යාවක් සැපයීම, එකී පළාත් පාලන ආයතනයේ වගකීම වන්නේ ය. එකී භාජන සඳහා භාවිත කරන්නට පහසු ප්‍රවේශය කිසිය යුතු අතර පරිහරණය කිරීම, අපද්‍රව්‍ය මාරු කිරීම හා ප්‍රවාහනය කිරීම පහසු වන ආකාරයට භාජන නිර්මාණය කළ යුතු වන්නේ ය.
- 43. “ජ” හෝ “බී” වර්ගයේ පාරවල් වලට දර්ශනය වන අයුරින් අපද්‍රව්‍ය හුවමාරු ස්ථාන පවත්වාගෙන යාම යම් පළාත් පාලන ආයතනයක් හෝ බලයලත් තැනැත්තකු විසින් නොකළ යුතු ය.
- 44. සෑම පළාත් පාලන ආයතනයක්ම හෝ යම් බලයලත් තැනැත්තකු හෝ විසින් ප්‍රසිද්ධ ස්ථාන සඳහා ජෛවභාගය හා ජෛවභාගය නොවන ද්‍රව්‍ය දැමීමට සංවෘත මාර්ගයේ වෙන් වෙන් සුදුසු බහලු සපයනු ලැබිය යුතු ය. වර්ග කිලෝමීටරයක ප්‍රදේශයකට, සුදුසු ප්‍රමාණයේ බහලු අවම වශයෙන් යුගල හතරක්වත් ස්ථානයක කරනු ලැබිය යුතු ය.
- 45. ප්‍රදේශයේ ජනතාවට දුර්ගන්ධයෙන් පීඩා ඇතිවීමට ප්‍රථම අදාළ පළාත් පාලන ආයතන හෝ බලයලත් තැනැත්තන් විසින් විධිමත් කාලපරාසයක් තුළ සියලු අපද්‍රව්‍ය භාජන පිරිසිදු කළ යුතු ය.
- 46. උත්සව කාලවලදී ප්‍රසිද්ධ ස්ථානවලට අතිරේක අපද්‍රව්‍ය භාජන සැපයීම පළාත් පාලන ආයතනයක් විසින් හෝ එකී ආයතනයේ ලිඛිත බලයලත් තැනැත්තන් විසින් හෝ කළ යුතු අතර විධිමත් කාලපරාසයක් තුළ එම අපද්‍රව්‍ය ඉවත් කළ යුතු ය.

- 47. සංවෘත මාදිලියේ අපද්‍රව්‍ය භාජන තබා ඇති ස්ථාන සම්බන්ධයෙන් හා ඒවා විධිමත් පරිදි පාවිච්චි කළ යුතු ආකාරය සම්බන්ධයෙන් සෑම පළාත් පාලන ආයතනයක්ම හෝ ඒවායේ බලයලත් තැනැත්තන් හෝ විසින් එම ප්‍රදේශයේ ජනතාව හා ආයතන දැනුවත් කළ යුතු ය.
- 48. සියළු පළාත් පාලන ආයතන, අපද්‍රව්‍ය ප්‍රභව ස්ථානයේ සිට හුවමාරු ස්ථානය (අරිය එකතු කිරීම) දක්වා සෘජුව ප්‍රවාහන කිරීම කළ යුතුය.
- 49. අරිය එකතු කිරීමේ ස්ථානවල සිට මධ්‍යම එකතු කිරීමේ ස්ථානය දක්වා අපද්‍රව්‍ය ප්‍රවාහනය කිරීමේදී කිසිදු පළාත් පාලන ආයතනයක් හෝ එහි බලයලත් තැනැත්තෙකු හෝ, යටෝක්ත අපද්‍රව්‍ය, බීම මත හෝ පාරවල මත දැමීම, ඉතිරීම, හෝ බැහැර කිරීම හෝ නොකළ යුතු ය.

5 වන පරිච්ඡේදය

නාගරික සහ අපද්‍රව්‍ය ප්‍රවාහන පද්ධතිය වැඩි දියුණු කිරීම

- 50. සෑම පළාත් පාලන ආයතනයක් විසින්ම, තාගරික සහ අපද්‍රව්‍ය, නිශ්චිත අවසාන බැහැර කිරීමේ පහසුකමක් වෙත ප්‍රවාහනය කළ යුතු අතර අදාළ වාර්තා, නඩත්තු කළ යුතු ය.
- 51. නාගරික සහ අපද්‍රව්‍ය මහා පරිමාණ ප්‍රවාහනය සඳහා යොදවනු ලබන සෑම වාහනයක් ම පිරිසිදු තත්වයෙන් පවත්වාගෙන යා යුතුය.
- 52. මහා පරිමාණ ප්‍රවාහනයේ දී අපද්‍රව්‍ය ආවරණය කරනු ලැබිය යුතු අතර, ඒවා මහජනතාවට, ප්‍රදර්ශනය නොවිය යුතු ය.
- 53. අපද්‍රව්‍ය බැහැර කිරීමේ නිරත වන්නා වූ සෑම පළාත් පාලන ආයතනයක් හෝ යම් තැනැත්තකු විසින්, තත් කාර්යය සඳහා මැනවින් පුහුණු කරන ලද පළපුරුදු රියදුරන් සහ සහයකයින් සේවයෙහි යොදවනු ලැබිය යුතු ය.
- 54. අපද්‍රව්‍ය, නියමිත පහසුකම් දක්වා පමණක් ප්‍රවාහනය කරනු ලැබිය යුතු අතර, සෑම රියදුරෙක්ම ප්‍රවාහනය කරනු ලබන අපද්‍රව්‍ය පිළිබඳ අදාළ වාර්තා පවත්වාගෙන යා යුතු අතර එම වාර්තා සතිපතා, පළාත් පාලන ආයතනයේ කොමසාරිස්වරයා හෝ ලේකම් වෙත බාරදෙනු ලැබිය යුතු ය.
- 55. පළාත්පාලන ආයතන හැර, මහා පරිමාණ අපද්‍රව්‍ය ප්‍රවාහනයෙහි නිරතවන අන් සෑම තැනැත්තෙක්ම, අපද්‍රව්‍ය කළමනාකරණ අධිකාරියෙන් මෙහි 9 වන උපලේඛනයේ නිශ්චිතව සඳහන් ආකාරයේ සහ ආකාරයට සහ 6 වන උපලේඛනයේ නිශ්චිතව* සඳහන් ගාස්තු ගෙවීමෙන්, එකී වර්ෂය සඳහා වලංගු බලපත්‍ර ලබාගත යුතු ය. අධිකාරිය විසින් එකී ප්‍රවාහනය පිළිබඳ අදාළ වාර්තා නඩත්තු කළ යුතු අතර පළාත් පාලන ආයතන විසින් ඉල්ලීමක් කළ විට ඊට අදාළ තොරතුරු ලබාදිය යුතු ය.

6 වන පරිච්ඡේදය

එකතු කරන ලද නාගරික සහ අපද්‍රව්‍ය සම්පත් ලෙස සලකා හැරින කිරීම

- 56. සෑම පළාත් පාලන ආයතන හෝ යම් බලයලත් තැනැත්තකු විසින් තම බල ප්‍රදේශය තුළ, ඉඩම් පිරවීමේ අපහසුතාවද අවම කිරීම සඳහා ප්‍රාථමික මට්ටමෙන් වෙන්කළ අපද්‍රව්‍ය ඒ ආකාරයෙන්ම ලබාගෙන, සම්පත් ලෙස හැරින කිරීම සඳහා පහසුකම් සැපයීම සිදුකළ යුතු ය.
- 57. සෑම පළාත් පාලන ආයතනයක් හෝ යම් බලයලත් තැනැත්තකු විසින්, අපද්‍රව්‍ය වලින් වෙන්කරගත් සම්පත් අලෙවිකිරීම ප්‍රවර්ධනය කළ යුතු ය.
- *58. අපද්‍රව්‍ය ප්‍රතිචක්‍රීකරණය කිරීමේ හෝ නැවත පාවිච්චි කිරීමේ පහසුකමක් පවත්වාගෙන යන සෑම මෙහෙයුම්කරුවකුම ඔහුගේ ව්‍යාපාරය පවත්වාගෙන යාම සඳහා අධිකාරියේ සභාපතිවරයා වෙතින් 9 වන උපලේඛනයේ නිශ්චිතව සඳහන් ආකාරයේ සහ ආකාරයට, දෛනික අවශ්‍යතා මත ගණනය කළා වූ ද, 7 වන උපලේඛනයේ නිශ්චිතව සඳහන් වූ ද, ගාස්තුවක් ගෙවීමෙන් එක් වර්ෂයක් සඳහා වූ බලපත්‍රයක් ලබාගත යුතු ය.
- 59. සෑම පළාත් පාලන ආයතනයක් විසින් ම අපද්‍රව්‍ය කළමනාකරණ අධිකාරියේ මග පෙන්වීම අනුව, කාබනික පෙළඹවීමක් වන අපද්‍රව්‍ය සඳහා, සවායු කොම්පෝස්ට්කරණය හෝ වෙනත් ප්‍රායෝගික තාක්ෂණික විධි මගින්, ප්‍රජාපාදක ප්‍රතිකර්ම පහසුකම් සංවිධානය කළ යුතු ය. එකී අපද්‍රව්‍ය කළමනාකරණ අධිකාරිය විසින් අදාළ වාර්තා තබා, පවත්වාගෙන යා යුතු අතර, ඉල්ලීම කළ විටක එකී වාර්තා කවර හෝ පළාත් පාලන ආයතනයකට දෙනු ලැබිය යුතු ය.

- 60. බස්නාහිර පළාතේ අපද්‍රව්‍ය කළමනාකරණ අධිකාරියේ ද සහාය ඇතිව සෑම පළාත් පාලන ආයතනයක්ම අපද්‍රව්‍ය ප්‍රභවයක් ලෙස භාවිතා කිරීම සඳහා ප්‍රතිවක්‍රීකරණ කර්මාන්ත ප්‍රවර්ධනය කිරීම සඳහා ප්‍රතිපත්තිමය ක්‍රියාමාර්ග සකස් කළ යුතු ය.
- 61. අපද්‍රව්‍ය කළමනාකරණ අධිකාරිය විසින් ඒ සඳහා ඉල්ලීමක් කරන ලද්දේ නම් එම තොරතුරු ආවරණය කරන ප්‍රදේශයේ ප්‍රතිවක්‍රීකරණ කාර්යය සඳහා පළාත් පාලන ආයතන තම බල ප්‍රදේශය තුළ සිටින ප්‍රතිවක්‍රීකරණය කරන්නන්ගේ නායකත්වය යටතේ ක්‍රියාත්මක කළ යුතු ය.
- 62. අපද්‍රව්‍ය ප්‍රතිවක්‍රීකරණයක් සොයා ගැනීම සඳහා යම් පළාත් පාලන ආයතනයක් ලිඛිත ඉල්ලීමක් කරන ලද්දේ නම් එම පළාත් පාලන ආයතනවලට සහාය විය යුතු ය.
- * 63. සෑම පළාත් පාලන ආයතනයක් විසින්ම තම බලප්‍රදේශය තුළ අපද්‍රව්‍ය අවම කිරීම හා පුනර්භාවිතය, යන සංකල්පය ප්‍රවර්ධනය කළ යුතු අතර එම ක්‍රියාකාරකම් පිළිබඳ ප්‍රගතිය ප්‍රවේශයෙන් අපද්‍රව්‍ය කළමනාකරණ අධිකාරිය වෙත ඉදිරිපත් කළ යුතු ය.
- * 64. සෑම පළාත් පාලන ආයතනයක්ම හෝ බලයලත් තැනැත්තන් විසින්ම ඔවුන්ගේ කසල ප්‍රතිකර්ම පහසුකම්වලින් ජනිත ජෛවභයනාය නොවන ඉවතලන කොටස් හා අබලහිත ද්‍රව්‍ය අවසාන අපද්‍රව්‍ය බැහැර කිරීමේ පහසුකමකට යොමු කළ යුතු අතර ඒ පිළිබඳ මාර්ග පවත්වාගෙන යාම ද එකී මාර්ග මායිමක ප්‍රාදේශීය සභාවට හෝ ඊට අදාළ පළාත් පාලන ආයතනවලට සැපයීමද කළ යුතු ය.
- 65. සෑම පළාත් පාලන ආයතනයක්ම හෝ එහි බලයලත් තැනැත්තා විසින්, ස්වකීය පුනර්භාවිත හෝ ප්‍රතිවක්‍රීකරණ පහසුකම, මධ්‍යම පාරිසරික අධිකාරිය විසින් 2005 ජුනි මාසයේදී නිකුත් කරන ලද තාක්ෂණික උපදෙස් මාද්‍රාවට අනුකූලව මෙහෙයවිය යුතුය.

- 66. (1) අපද්‍රව්‍ය පුනර්භාවිතයේ හෝ ප්‍රතිවක්‍රීකරණයේ යෙදී සිටින යම් සමාගමක් හෝ අපද්‍රව්‍ය සම්පතක් ඇය යොදවා ප්‍රතිකර්ම කිරීමේ යෙදී සිටින යම් තැනැත්තෙකු විසින්, එකී අපද්‍රව්‍ය, අසල්වැසිත්ව පීඩාවක් සිදුවන පරිදි හෝ අපද්‍රව්‍ය වැට්ටුම් වඩාත් පහසු කරවන අයුරින් අපවිත්‍ර කළහොත් තමා ගැනීම හෝ නොකළ යුතු ය.
- (2) යම් පරිශ්‍රයක මෙහි ඉහත (1) ඡේදයේ සඳහන් විධිවිධාන උල්ලංඝනය කරනු ලබන බව දැනගැනීමට සාධක සොයාගැනීමට, එකී පරිශ්‍රයට ඇතුළු වී, එකී පීඩාවට හේතු වූ නිමිත්ත ඉවත් කිරීම හෝ ඉවත් කිරීමට සැලැස්වීම අදාළ පළාත් පාලන ආයතනයේ කොමසාරිස්වරයා හෝ ලේකම්වරයා හෝ කොමසාරිස්වරයා විසින් බලය පවරන ලද තැනැත්තෙකුට හෝ වෙනත් කළ යුතු වන්නේය. එම කාර්ය සිදුකිරීමේ දී දරන ලද වියදම, අපද්‍රව්‍ය ප්‍රතිවක්‍රීකරණය කිරීමේ හෝ පුනර්භාවිතය සඳහා සිටි සමාගමක් හෝ තැනැත්තාගෙන් අයකරගත යුතු ය.

7 වන පරිච්ඡේදය

නාගරික සහ අපද්‍රව්‍ය අවසාන වශයෙන් බැහැර කිරීමේ වැඩිදියුණු පහසුකමක් හඳුන්වා දීම

- * 67. (1) අපද්‍රව්‍ය කළමනාකරණ අධිකාරිය විසින් අපද්‍රව්‍ය අවසාන වශයෙන් බැහැරකිරීමේ පහසුකම් බස්නාහිර පළාත තුළ, පවත්වාගෙන යාම සහ නියාමනය කිරීම සිදුකල යුතු ය.
- (2) එවැනි පහසුකමක් මෙහෙයවන්නා වූ පෞද්ගලික මෙහෙයුම්කරුවකු විසින් අපද්‍රව්‍ය කළමනාකරණ අධිකාරියෙන් මෙහි 14 වන උපලේඛනයේ සඳහන් ආකාරයෙන් සහ ආකාරයෙන් යුක් මෙහි 8 වන උපලේඛනයේ නිශ්චිතව සඳහන් බලපත්‍රයක් එක් වර්ෂයක් සඳහා ලබාගත යුතු ය.
- * 68. සෑම පළාත් පාලන ආයතනයක් විසින්ම නාගරික සහ අපද්‍රව්‍ය වලින් වටිනා ද්‍රව්‍ය ඉවත් කර ගැනීමෙන් පසු ඉතිරිවන අපද්‍රව්‍ය, අවසාන අපද්‍රව්‍ය අපහරණ පහසුකම වෙත භාරදීම කළ යුතු වන්නේය.
- 69. කිසිදු පළාත් පාලන ආයතනයක්, සමාගමක් හෝ පුද්ගලයෙක් විසින් තම අවසාන අපද්‍රව්‍ය අපහරණ පහසුකමක් මෙහි 14 වන උපලේඛනයේ සඳහන් ආකාරයෙන් සහ ආකාරයෙන් යුක් මෙහි 8 වන උපලේඛනයේ නිශ්චිතව සඳහන් බලපත්‍රයක් එක් වර්ෂයක් සඳහා ලබාගත යුතු ය.
- 70. ශ්‍රී ලංකාවේ මධ්‍යම පරිසර අධිකාරියේ, (2005 ජුනි), තාක්ෂණික මාර්ගෝපදේශවලට අනුකූලව අවසාන අපහරණ ක්‍රම මෙහෙයවීම අපද්‍රව්‍ය කළමනාකරණ අධිකාරිය විසින් සිදු කරනු ලැබිය යුතු ය.

71. පද සම්බන්ධයෙන් අන්‍යාර්ථයක් අවශ්‍ය වුවහොත් මිස මේ රීතිවල :-

“තාක්ෂණ ක්‍රම” යන්නෙන්, ජෛව යාන්ත්‍රිකරණය, හෝ පඤ්චත් ලවා කොම්පෝස්ට්කරණය කිරීම අදහස් වේ.

“බලය දීම” යන්නෙන් අවස්ථාවෝචිත පරිදි අපද්‍රව්‍ය කළමනාකරණ අධිකාරියේ සහායකවරයා හෝ නගරාධිපතිවරයා හෝ පළාත් පාලන ආයතනයක සහායකවරයා විසින් ලිඛිතව දෙනු ලබන ලිඛිත කැමැත්ත අදහස් වේ.

“බලයලත් තැනැත්තා” යන්නෙන් යම් පළාත් පාලන ආයතනයක විධායක ප්‍රධානියකු විසින් යම් නිශ්චිත කාර්යයක් සිදු කිරීමට ලිඛිතව බලය පවරන ලද යම් තැනැත්තකු හෝ සමාගමක් අදහස් කෙරේ.

“රැස්කිරීම” යන්නෙන් එකතුකිරීමේ ස්ථානයකින් හෝ වෙනත් ස්ථානයකින් සෑදෙන අපද්‍රව්‍ය ඉවත් කිරීම අදහස් වේ.

“කොම්පෝස්ට්කරණය” යන්නෙන් පාලනය කළ ක්‍රියාවලියක් මගින් කාබනික ද්‍රව්‍ය ක්ෂුද්‍ර ජීවී විශෝජනය කිරීම අදහස් වේ.

“බිඳ හෙළීම හා ඉදිකිරීම අපද්‍රව්‍ය” යන්නෙන් ඉදිකිරීමේ හා බිඳ හෙළීමේ ක්‍රියාකාරකම්වල ප්‍රතිඵලයක් ලෙස ඇතිවන ගොඩනැගිලි අපද්‍රව්‍ය, සුන්බුන්, කුඩා ගල්කැබලි ආදිය අදහස් වේ.

“බැහැරලීම” යන්නෙන් නාගරික සහ අපද්‍රව්‍ය භූගත ජලය, මතුපිට ජලය හා පරිමණ්ඩිත වාතය, පස මගින් දූෂණයවීම නිශ්චිත පියවර මගින් වැළැක්වීම සඳහා අවසාන වශයෙන් බැහැරලීම අදහස් වේ.

“අවසාන බැහැර කිරීමේ පහසුකම” යන්නෙන්, ඉඩම් පිරවීම වැනි බැහැර කිරීමේ පහසුකමකට සම්පතක් වශයෙන් භාවිත කිරීම පිණිස දෙනු ලබන මෙ. වෙන් 25 කට වැඩි මිශ්‍ර කළ හෝ ගබඩා කළ නාගරික සහ අපද්‍රව්‍ය ප්‍රමාණයකට ඉඩකඩ සලසන පහසුකමක් අදහස් වේ.

“අපද්‍රව්‍ය ජනනය කරන්නා” යන්නෙන් නාගරික සෑදෙන අපද්‍රව්‍ය ජනනයකරන තැනැත්තකු හෝ ආයතනයක් හෝ දුර්ගැල කණ්ඩායමක් අදහස් කරනු ලැබේ.

“අන්තරායකාරී අපද්‍රව්‍ය” යන්නට 2008 පෙබරවාරි 1 දින අංක 1534/18 දරන ගැසට් පත්‍රයේ පළ කරන ලද ජාතික පාරිසරික (තත්ව ආරක්ෂක) නියෝගවල ඒ සඳහා දී ඇති අර්ථයම ඇත්තේ ය.

“ඉඩම් පිරවීම” යන්නෙන් වාතය මුහු වූ දූවිලි, සුළගේ ගසාගෙන යන කසළ, දුර්ගන්ධ වාතය, ගිනි අනතුරු, පක්ෂි කර්ජන, පළිබෝධ, මූෂිකයින් පැතිරීම, හරිතාගාර වායු විමෝචනය, බැවුම් අස්ථාවර භාවය හා බාදනය මගින් භූගත ජලය හා මතුපිට ජලය දූෂණය වීම වැළැක්වීමේ ආරක්ෂාකාරී පියවරක් වශයෙන් සැලසුම් කළ, ඉඩම් මත ශේෂ සහ අපද්‍රව්‍ය බැහැර කිරීම අදහස් වේ.

“පළාත් පාලන ආයතන” යන්නෙන් පිළිවෙලින් 252 අධිකාරය වූ මහ නගර සභා ආඥා පනත, 255 අධිකාරය වූ නගර සභා ආඥා පනත, 1987 අංක 15 දරන ප්‍රාදේශීය සහ පනත යටතේ සංස්ථාපිත මහ නගර සභාවක්, නගර සභාවක් හා ප්‍රාදේශීය සභාවක් අදහස් වන අතර, දේපළ මත බඳු පැනවීමේ හා අයකර ගැනීමේ බලය සහිත එවැනි සභාවක් විසින් ක්‍රියාත්මක කරන, ඉටු කරන හෝ කරනු ලබන බලකල, කාර්ය හෝ කර්තව්‍ය ක්‍රියාත්මක කිරීමේ කාර්ය සඳහා යම් නීතියක් මගින් හෝ යටතේ කරන ලද හෝ පිහිටුවන ලද යම් අධිකාරියක් ද ඊට ඇතුළත් වේ.

“නාගරික සෑදෙන අපද්‍රව්‍ය” යන්නෙන් පළාත් පාලන ආයතන බල ප්‍රදේශයක හෝ නිවේදිත ප්‍රදේශයක ජනිත, සෑදෙන හෝ අර්ථ සහ ස්වාභාවයේ ගෘහස්ථ, වානිජ, කාර්මික හා ප්‍රතිකර්මකරන ලද සායනික අපද්‍රව්‍ය අදහස් වන අතර, එයට සායනික හා කාර්මික අන්තරායකාරී අපද්‍රව්‍ය ඇතුළත් නොවේ.

“පහසුකමක මෙහෙයුම්කරු” යන්නෙන් කිසියම් අදාළ ප්‍රදේශයක නාගරික සෑදෙන අපද්‍රව්‍ය රැස්කිරීම, වෙන් කිරීම, ගබඩා කිරීම, ප්‍රවාහනය කිරීම, සැකසීම සහ අපහරණය කිරීම සඳහා වූ පහසුකමක් හිමිකරුවකු හෝ මෙහෙයුම්කරුවකු වූ ද, අදාළ පනතේ පාලන ආයතනය මගින් නාගරික සෑදෙන අපද්‍රව්‍ය පිළිබඳ කටයුතු මෙහෙයවීම හා කළමනාකරණය කිරීම සඳහා පත්කරන ලද, වූ ද සමාගමක් හෝ තැනැත්තකු අදහස් කරනු ලැබේ.

“අයිතිකරු” යන්නෙන් යම් දේපළකට නෛතික අයිතිය ඇති හෝ ඒ දේපළ මත යම් ක්‍රියාකාරකමක් කිරීමට අයිතිය ඇති යම් කැනැන්තකු හෝ සමාගමක් අදහස් වේ.

“සැකසීම” යන්නෙන් ඝණ අපද්‍රව්‍ය නව හෝ ප්‍රතිවක්‍රීකෘත නිෂ්පාදිත බවට පරිවර්තනය කිරීමේ ක්‍රියාවලිය අදහස් කරනු ලැබේ.

“ප්‍රතිවක්‍රීකරණය” යන්නෙන් වර්ගීකෘත ඝණ අපද්‍රව්‍ය, මුල් නිෂ්පාදනයට සමාන හෝ සමාන නොවන නව භාණ්ඩ නිපදවීමේ මූලද්‍රව්‍ය වලට පරිවර්තනය කිරීමේ ක්‍රියාවලිය අදහස් කරනු ලැබේ.

“භාජනය” යන්නෙන් අපද්‍රව්‍ය කළමනාකරණ අධිකාරියේ සහායවරයා හෝ නගරාධිපති/පළාත් පාලන ආයතනයේ සහායක විසින් අනුමත කළ පරිමාණ අනුව සැලසුම් කරනු ලැබූ වෘද්ධි දා, නාගරික ඝන අපද්‍රව්‍ය කැන කැන විසිරීම හා ඒවාට අයාලේ යන සතුන් ඇදී ඒම වළක්වාලීම ද, දැඩි දුර්ගන්ධය වැළැක්වීම ද, සඳහා තාවකාලිකව තබා ගත හැකි විධියක් වේ.

“ගබඩා කිරීම” යන්නෙන් දැඩි දුර්ගන්ධයක් නොමැතිව වාතකයන්ට, සහ සතුන්ට ඇද ගැනීමට ඇති ප්‍රවෘත්තාවය සහ බීම ඉතිරීමට ඇති හැකියාව වළක්වමින් නාගරික අපද්‍රව්‍ය තාවකාලිකව තැන්පත් කර ගැනීම අදහස් වේ.

“සම්පත් පියවීම” යන්නෙන් අදහස් කරනුයේ ජලාස්ථිත්, පොලිතින්, කඩදාසි, වීදුරු සහ ලෝහ කැබලි වැනි ජෛවභාගයන නොවන කසල තාවකාලිකව වෙන් වෙන්ව ගබඩා කිරීම සඳහා අපද්‍රව්‍ය කළමනාකරණ අධිකාරිය මගින් විශේෂයෙන් සැලසුම් කොට ඇති මධ්‍යස්ථානයකි.

“ප්‍රවාහනය” යන්නෙන් දුර්ගන්ධය, කසල විසිරීම, මිශ්‍ර වීම, වාහකයින් ළඟාවීම වැළැක්වීම සහ ජනතාවට දර්ශනය වීම වැළැක්වීම සඳහා විශේෂයෙන් සැලසුම් කරන ලද ප්‍රවාහන ක්‍රමයක් මගින් නාගරික ඝණ අපද්‍රව්‍ය එක් ස්ථානයක සිට තවත් ස්ථානයකට සෞඛ්‍යාරක්ෂකව ගෙනයාම අදහස් කරනු ලැබේ.

“පසුබට ආධාරයෙන් කොම්පෝස්ට්කරණය” යන්නෙන් ගැබ්වීමේ යොදාගෙන, ජෛවභාගයනවන අපද්‍රව්‍ය කොම්පෝස්ට් බවට පෙරළීමේ ක්‍රියාවලිය අදහස් කරනු ලැබේ.

“අපද්‍රව්‍ය කළමනාකරණ කලාපය” යන්නෙන් බස්නාහිර පළාතේ යම් ප්‍රදේශයක ජනිතවන අපද්‍රව්‍ය කළමනාකරණ කිරීමේ චේතනාවෙන් පිහිටුවන ලද පළාත් පාලන ආයතන සමූහයක කළමනාකරණ සැකැස්මක් අදහස් කරනු ලැබේ.

“අපද්‍රව්‍ය කළමනාකරණ අධිකාරිය” යන්නෙන් 2007 අංක 1 දරන අපද්‍රව්‍ය කළමනාකරණ ප්‍රඥප්තිය මගින් ස්ථාපිත බස්නාහිර පළාතේ අපද්‍රව්‍ය කළමනාකරණ අධිකාරිය අදහස් වේ.

“පරිශ්‍රය” යන්නෙන් නිවසක්, නිවෙස් සමූහයක්, තට්ටු නිවාසයක්, සාප්පුවක්, කර්මාන්තශාලාවක්, වැඩපළක්, ආපන ශාලාවක්, හෝටලයක් හා ඒවාට අනුබද්ධිත භූමියක් අදහස් කරනු ලැබේ.

“කසල” යන්නෙන් අළු, දුටුලි, අකුණා ඉවත් කරන දෑ, මිනිස් මළ, පස්, ගොම, අපවිත්‍ර දේ හෝ වෙනත් කවර හෝ ආකාරයක අපද්‍රව්‍යයන් අදහස් කරනු ලැබේ.

“කැනැන්තා” යන්නෙන් ක්‍රියාකාරකමක් සඳහා වගකිවයුතු පුද්ගලයකු, සමාගමක්, පුද්ගල කණ්ඩායමක් හෝ යම් රාජ්‍ය ආයතනයක් අදහස් කරනු ලැබේ.

“පදිංචිකරු” යන්නෙන් යම් පරිශ්‍රයක අයිතිකරු, බදුකරු, කුලී නිවැසියා හෝ නේවාසිකයා අදහස් වේ.

“බර වාහන” යන්නෙන්, සැහැල්ලු වාහන, කෘෂිකාර්මික හා ගොඩබිම් යන වාහන නොවන වාහන අදහස් වේ.

“A ශ්‍රේණියේ මාර්ග” යන්නෙන්, පළාත් අතර දිවෙන මාර්ග අදහස් වේ.

“B ශ්‍රේණියේ මාර්ග” යන්නෙන්, A ශ්‍රේණියේ මාර්ග දෙකක් හෝ අදාළ පළාත තුළ ඇති ප්‍රධාන නගර දෙකක් හෝ ඒවාට අයත් මාර්ගයක් අදහස් වේ.

“C සහ D මාර්ග” යන්නෙන්, A ශ්‍රේණියේ සහ B ශ්‍රේණියේ මාර්ග වලින් ආරම්භ වන මාර්ග අදහස් වේ.

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1 වන උපලේඛනය

අපද්‍රව්‍ය වර්ග

අංකය	අපද්‍රව්‍ය වර්ගය	අයිතමි
01	දෛනිකව ජනනය කරනු ලබන පහසුවෙන් දෛවභාග්‍යනය වන අපද්‍රව්‍ය	ඵලවර් හා පළතුරු කසළ, මස් හා මාළු ඉතිරිවන අපද්‍රව්‍ය, සැකසූ ආහාර හෝ ඒවායේ කසළ, සත්ව මළ, ගෙවතු කසළ, සත්ව මළ කුණු, මිනිස් මළ, ධයිපර් නැප්කින් සහ සැහැල්ලු කාබනික ද්‍රව්‍ය.
02.	දෛවභාග්‍යනය නොවන හෝ අඩුවෙන් දෛවභාග්‍යනය වන අපද්‍රව්‍ය	කුනී කඩදාසි, සෙසු කඩදාසි, හාඩ් බෝඩ්, ජලාස්ථික්, පොලිතින් ඉවත ලන හා කැපුම් රෙදි කැබලි, පොල් කුඩු, ලෝහ, පිගන් ද්‍රව්‍ය, අළු, වැලි, සිල්ක් ද්‍රව්‍ය, බොරළු, පුත්‍රිකා බල්බ, විදුරු හාණ්ඩ, අකාබනික, පෙණ සහිත හාණ්ඩ, ඇහුරුම් සඳහා ගන්නා ද්‍රව්‍ය, රබර් සහ රබර් ආශ්‍රිත ද්‍රව්‍ය කොහු හා කොහු මුල් කොට සෑදූ ද්‍රව්‍ය, කපා ඉවතලන කෙස් කැබලි සහ අනිකුත් අකාබනික ඝන ද්‍රව්‍ය
03.	විද්‍යුත් අපද්‍රව්‍ය	ශීතකරණ, ජංගම දුරකථන, රේඩියෝ, රූපවාහිනී යන්ත්‍ර, පරිගනක, සෙල්ලම් බඩු, විද්‍යුත් පරිපථ
04.	කොහ ද්‍රව්‍ය	කිලෝ ග්‍රෑම් 10ට වැඩි ගෘහස්ථ අපද්‍රව්‍ය, පාවිච්චි කළ ගෘහ හාණ්ඩ, ටයර්, කපන ලද ගස්වල කොටස්
05.	බිඳ හෙළිම් හා ඉදි කිරීම් අපද්‍රව්‍ය	මිටි වර්ග, සෙවිලි කිරීමට යොදා ගන්නා ද්‍රව්‍ය, පස් / පොළොවෙන් ඉවත් කරන ද්‍රව්‍ය, පයිප්ප, වැහි පිලි, කඩා ඉවතලන කොන්ක්‍රීට් සහ සිමෙන්ති ආශ්‍රිත ද්‍රව්‍ය, යකඩ කුරු සහ පාවිච්චි කළ පලංචි ද්‍රව්‍ය
06.	ගෘහස්ථව ජනනය වන සායනික හෝ විෂ සහිත අපද්‍රව්‍ය	බැටරි, විද්‍යුති ලයිට් භාවිත කළ හෝ පිවිඩුනු තෙල් වර්ග, එන්නත් කටු, උෂ්ණත්වමාපක, කෘමි සහ වල් නාශක, සහ අනිකුත් විෂ සහිත දියර වර්ග හා සනීපාරක්ෂක කුඩා
07.	අන්තරායකාරී අපද්‍රව්‍ය	1996 අංක 924/13 දරන අති විශේෂ ගැසට් පත්‍රයේ නිශ්චිතව දක්වා ඇති අපද්‍රව්‍ය

2 වන උපලේඛනය

භාවිත ගාස්තු

පරිශ්‍රය	මාසික ගාස්තු ප්‍රමාණය රුපියල්	
	උපරිම	අවම
ගෘහස්ථ		
වර්ග ප්‍රමාණය වර්ග අඩි 1000 ට අඩු	200	30
වර්ග ප්‍රමාණය වර්ග අඩි 1000 සිට 3000 දක්වා	300	50
වර්ග ප්‍රමාණය වර්ග අඩි 3000 ට වැඩි	500	100
වාණිජ		
වර්ග ප්‍රමාණය වර්ග අඩි 1000 ට අඩු	750	100
වර්ග ප්‍රමාණය වර්ග අඩි 1000 සිට 3000 දක්වා	1000	200
වර්ග ප්‍රමාණය වර්ග අඩි 3000 ට වැඩි	1500	250

පරිශ්‍රය	මාසික ගාස්තු ප්‍රමාණය රුපියල්	
	උපරිම	අවම
කාර්මික		
වර්ග ප්‍රමාණය වර්ග අඩි 1000 ට අඩු	750	100
වර්ග ප්‍රමාණය වර්ග අඩි 1000 සිට 3000 දක්වා	1000	200
වර්ග ප්‍රමාණය වර්ග අඩි 3000 ට වැඩි	2000	250
හෝටල්, ආපනශාලා, සාක්කු නිවාස		
වර්ග ප්‍රමාණය වර්ග අඩි 1000 ට අඩු	500	100
වර්ග ප්‍රමාණය වර්ග අඩි 1000 සිට 3000 දක්වා	2000	200
වර්ග ප්‍රමාණය වර්ග අඩි 3000 ට වැඩි	5000	300
පන්සල්, රජයේ රෝහල් සහ රජයේ ආයතන (ලාභ ලැබීම ඉලක්ක කොට නොගත්)	ගාස්තුව පළාත් පාලන ආයතනයට කීරණය කළ හැකිය.	

3 වන උපලේඛනය

භාවිත ගාස්තු (නොග අපද්‍රව්‍ය)

අපද්‍රව්‍ය ප්‍රමාණය	භාවිත කරන්නා ගෙවිය යුතු ගාස්තුව (එක් වරකට) රුපියල්
(අ) අත් කරත්තයකට අඩු ප්‍රමාණය (කියුබික් මීටර් 0.25)	ගාස්තු රහිත
(ආ) වෑක්ටර් 1/2 ක ප්‍රමාණය සඳහා (කියුබික් මීටර් 0.5)	200-500
(ඇ) පිරුණ වෑක්ටරයක ප්‍රමාණය (කියුබික් මීටර් 1)	500-1000
(ඈ) වෑක්ටරයක ප්‍රමාණය ඉක්ම වූ විට	(ආ) සහ (ඇ) වල ගුණිතය

අපද්‍රව්‍යයේ ස්වභාවය සහ මාරු කිරීමේ හෝ අවසාන බැහැරලීමේ ස්ථානයට ඇති දුර ප්‍රමාණය මත සැබෑ ගාස්තුව පදනම් වේ.

4 වන උපලේඛනය

භාවිත ගාස්තු

(විද්‍යා භෙළීමේ හා ඉදිකිරීමේ දී ඇතිවන අපද්‍රව්‍ය)

අපද්‍රව්‍ය ප්‍රමාණය	පැය 24ක් ඇතුළත එකතු කිරීම (රුපියල්)	සතියක් තුළ එකතු කිරීම (රුපියල්)
(අ) අත් කරත්තයකට අඩු ප්‍රමාණය (කියුබික් මීටර් 0.25)	300-1000	අමතර ගාස්තුවක් නැත
(ආ) වෑක්ටර් 1/2ක ප්‍රමාණය සඳහා (කියුබික් මීටර් 0.5ක් පමණ)	500-1500	200-750
(ඇ) වෑක්ටරයක ප්‍රමාණය (කියුබික් මීටර් 1)	1000-2000	300-700
(ඈ) වෑක්ටරයක ප්‍රමාණය ඉක්ම වූ විට	(ආ) හෝ (ඇ) වල ගුණිතය	(ආ) සහ (ඇ) වල ගුණිතය

* සැබෑ ගාස්තු ප්‍රමාණය මාරු කිරීමේ හෝ අවසාන බැහැරලීමේ ස්ථානයට ඇති දුර මත පදනම් වේ.

5 වන උපලේඛනය

අපද්‍රව්‍ය එක්රැස්කරන්නන් සහ පිරිසිදු කරන්නන් සඳහා වාර්ෂික බලපත්‍ර ගාස්තු

මෙහෙයුම් ප්‍රදේශය	වාර්ෂික ගාස්තුව (රු.)	
	විෂ සහිත නොවන/ (අන්තරායකාරී නොවන)	විෂ සහිත/ (අන්තරායකාරී)
නගර සභා හෝ ප්‍රාදේශීය සභා බලප්‍රදේශයක	1000.00	5000.00
මහනගර සභා බලප්‍රදේශයක	2000.00	10,000.00
නගර සභා හෝ ප්‍රාදේශීය සභා බලප්‍රදේශ එකකට වැඩි-පහකට අඩු	3000.00	20,000.00
පළාත් පාලන ආයතන 5ට වැඩි - 10 ට අඩු	5000.00	30,000.00
පළාත් පාලන ආයතන 10ට වැඩි -	10,000.00	50,000.00

6 වන උපලේඛනය

මහා පරිමාන ප්‍රදාහන කරුවන් ලියාපදිංචි කිරීමේ ගාස්තු

වර්ගය	වාර්ෂික බලපත්‍ර ගාස්තුව (රුපියල්)
බර වාහන 10ට වැඩි සංඛ්‍යාවක් සහිත සමාගමක් හෝ කැනැක්තෙක්	5000
බර වාහන 10ට අඩු සංඛ්‍යාවක් සහිත සමාගමක් හෝ කැනැක්තෙක්	2500

7 වන උපලේඛනය

ප්‍රතිවක්‍රීකරණ හා නැවත භාවිත කිරීමේ පහසුකම් සඳහා ලියාපදිංචි කිරීමේ ගාස්තු

පහසුකම්	අදානික අපද්‍රව්‍ය අවශ්‍යතා (මෙ. වො.)	වාර්ෂික ගාස්තුව (රුපියල්)
කොම්පෝස්ට් හෝ කඩදාසි කැඳීමේ මධ්‍යස්ථාන	මෙ. වො. 10 සිට 25 දක්වා	5000
	මෙ. වො. 3 සිට 10 දක්වා	3000
	මෙ. වො. 3ට අඩු	1000
ජලාස්ථික්, වීදුරු, සහ වෙනත්	* මෙ. වො. 2 සිට 25 දක්වා	5000
	මෙ. වො. 0.5 සිට මෙ. වො. 2 දක්වා	3000
	මෙ. වො. 0.5ට අඩු	1000

8 වන උපලේඛනය

මෙහෙයුම්කරුවන් හෝ අවසාන බැහැරලීමේ ස්ථාන පහසුකම් සඳහා වූ වාර්ෂික බලපත්‍ර ගාස්තු

ධාරිතාව මෙ. වෙ. / දිනකට	භාරගනු ලබන කසල වර්ගය	වාර්ෂික ගාස්තුව (රුපියල්)
මෙ. වෙ. 25-50	විෂ සහිත නොවන	7,500
	විෂ සහිත	25,000
මෙ. වෙ. 50-100 දැක්වා	විෂ සහිත නොවන	15,000
	විෂ සහිත	50,000
මෙ. වෙ. 100-300 දැක්වා	විෂ සහිත නොවන	25,000
	විෂ සහිත	100,000
මෙ. වෙ. 300ට වැඩි	විෂ සහිත නොවන	40,000
	විෂ සහිත	150,000

9 වන උපලේඛනය

- (1) 25, 55 සහ 58 යන නියෝග යටතේ නිකුත් කරනු ලබන බලපත්‍රයක් එය කලින් අවලංගු නොකරන්නේ නම් එය නිකුත් කරනු ලැබූ දිනයේ සිට අවුරුදු 2ක කාලයක් තුළ අවලංගු වන්නේ ය.
- (2) බලපත්‍රයක්, එය අවලංගුවීමට දින 30 ට නොඅඩු කාලයකට පෙර සභාපතිවරයා හෝ බලයලත් නිලධාරියාට ඉදිරිපත් කරනු ලබන ඉල්ලුම් පත්‍රයක් මගින් අලුත් කොට ගත හැකිය.
- (3) අවස්ථාවෝචිත පරිදි සභාපතිවරයා හෝ බලයලත් නිලධාරියා විසින්-
 - (i) බලපත්‍ර ලාභියා, එකී බලපත්‍රයේ නියමයන් හා කොන්දේසි අනුගමනය කර ඇති බවට, සහ
 - (ii) බලපත්‍රලාභියා, එකී බලපත්‍රය අලුත් කිරීම සඳහා, අදාළ උපලේඛනයේ නිශ්චිතව සඳහන් ගාස්තුව ගෙවා ඇති බවට සැහීමට පත්වන්නේ නම්, බලපත්‍රය අලුත් කිරීම කළ හැකි වන්නේ ය.
- (4) සභාපතිවරයා විසින් ඔහු විසින් මේ නියෝගය යටතේ ප්‍රදානය කරන ලද බලපත්‍රයක් -
 - (අ) බලපත්‍රලාභියා මේ නියෝග වල යම් විධි විධානයක් හෝ එකී බලපත්‍රයේ යම් නියමයන් හෝ කොන්දේසි හෝ උල්ලංඝනය කොට ඇති බවට, හෝ
 - (ආ) බලපත්‍රලාභියා අපද්‍රව්‍ය කළමනාකරණ ප්‍රඥප්තිය යටතේ වූ යම් වරදක් සම්බන්ධයෙන් වැරදිකරු කොට ඇති බවට සැහීමට පත්වන්නේ නම්, අවලංගු කළ හැකි වන්නේ ය.
- (5) (අ) සභාපතිවරයා විසින් බලපත්‍රයක් ප්‍රදානය කිරීම හෝ අලුත් කිරීම ප්‍රතික්ෂේප කරන අවස්ථාවක හෝ බලපත්‍රයක් අවලංගු කරන අවස්ථාවක ඔහු විසින් එකී තීරණය හා එයට හේතුව අවස්ථාවෝචිත පරිදි ඉල්ලුම්කරුට හෝ බලපත්‍රලාභියාට ලියාපදිංචි කැපැලෙන් සම්ප්‍රේෂණය කළ යුතු ය.
- (ආ) එකී දැනුම්දීම, අවස්ථාවෝචිත පරිදි එකී ඉල්ලුම්කරුගේ හෝ බලපත්‍රලාභියාගේ හෝ සාමාන්‍ය ව්‍යාපාරික ස්ථානයකට හෝ පදිංචි ස්ථානයකට, ලියාපදිංචි කැපැල මගින් සම්ප්‍රේෂණය කරනු ලැබූ දින සිට ගනන්ගනු ලැබූ දින තිහක කාලයක් ඇවැරෙමින් පසු එකී තීරණය අවස්ථාවෝචිත පරිදි එකී ඉල්ලුම්කරුට හෝ බලපත්‍රලාභියාට සම්ප්‍රේෂණය කපු ලැබූ ලෙස සලකනු ලැබිය යුතු ය.

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IV (අ) වැනි කොටස - ශ්‍රී ලංකා ප්‍රජාතාන්ත්‍රික සමාජවාදී ජනරජයේ අති විශේෂ ගැටළු පත්‍රය - 2008.07.30

(6) (අ) මේ නියෝගය යටතේ තමන්වෙත සම්ප්‍රේෂණය කරනු ලැබූ තීරණයකින් ආකාර්ථකයට පත්, අවස්ථාවෝචන පරිදි ඉල්ලුම්කරු හෝ බලපත්‍රලාභියා හෝ විසින් එකී තීරණය තමන්ට ලැබුණු දිනයේ සිට දින තිහක් ඇතුළත, එකී නිවැරදිව විරුද්ධව ප්‍රධාන ලේකම්වරයාට ලිඛිතව අභියාචනය කළ හැකි වන්නේ ය.

(ආ) ප්‍රධාන ලේකම්වරයා විසින් -

(i) අභියාචනයට ඉඩ දී, බලපත්‍රය ප්‍රදානය කිරීමට, අයුත් කිරීමට හෝ බලපත්‍රය අවලංගු කිරීම ප්‍රකාශයට කිරීමට සභාපතිවරයාට විධානය කිරීම ; හෝ

(ii) අභියාචනය ඉවත දැමීම ; හෝ

කළ හැකි වන්නේ ය.

(ඇ) ඉහත (10) වන ඡේදයේ (ආ) අනු ඡේදය යටතේ වූ තීරණයට අදාළව ප්‍රධාන ලේකම්වරයා විසින් නිකුත් කරනු ලැබූ යම් විධානයක් පිළිපැදීම සභාපතිවරයා විසින් කළ යුතු වන්නේ ය.

(ඈ) බලපත්‍රයක් සඳහා වූ ඉල්ලුම්පත්‍රයක් හෝ බලපත්‍රයක් අයුත් කිරීම හෝ මේ නියෝගයේ සඳහන් පෙරකී යම් විධිවිධාන යටතේ, ප්‍රතික්ෂේප කරනු ලැබූ අවස්ථාවක, එකී ඉල්ලුම්පත්‍රය සමග ඉදිරිපත් කළ ශාස්තුව සභාපතිවරයා විසින් අවස්ථාවෝචන පරිදි ඉල්ලුම්කරුට හෝ බලපත්‍රලාභියාට ආපසු දිය යුතු ය.

(7) මේ නියෝගය යටතේ ප්‍රදානය කරනු ලබන යම් බලපත්‍රයක් එකී බලපත්‍රය මත සටහන් තැබිය යුතු සභාපතිවරයාගේ අනුමැතිය සමග මිස අන් තැනැත්තකුට, පැවරීම කළ නොහැකි වන්නේ ය.

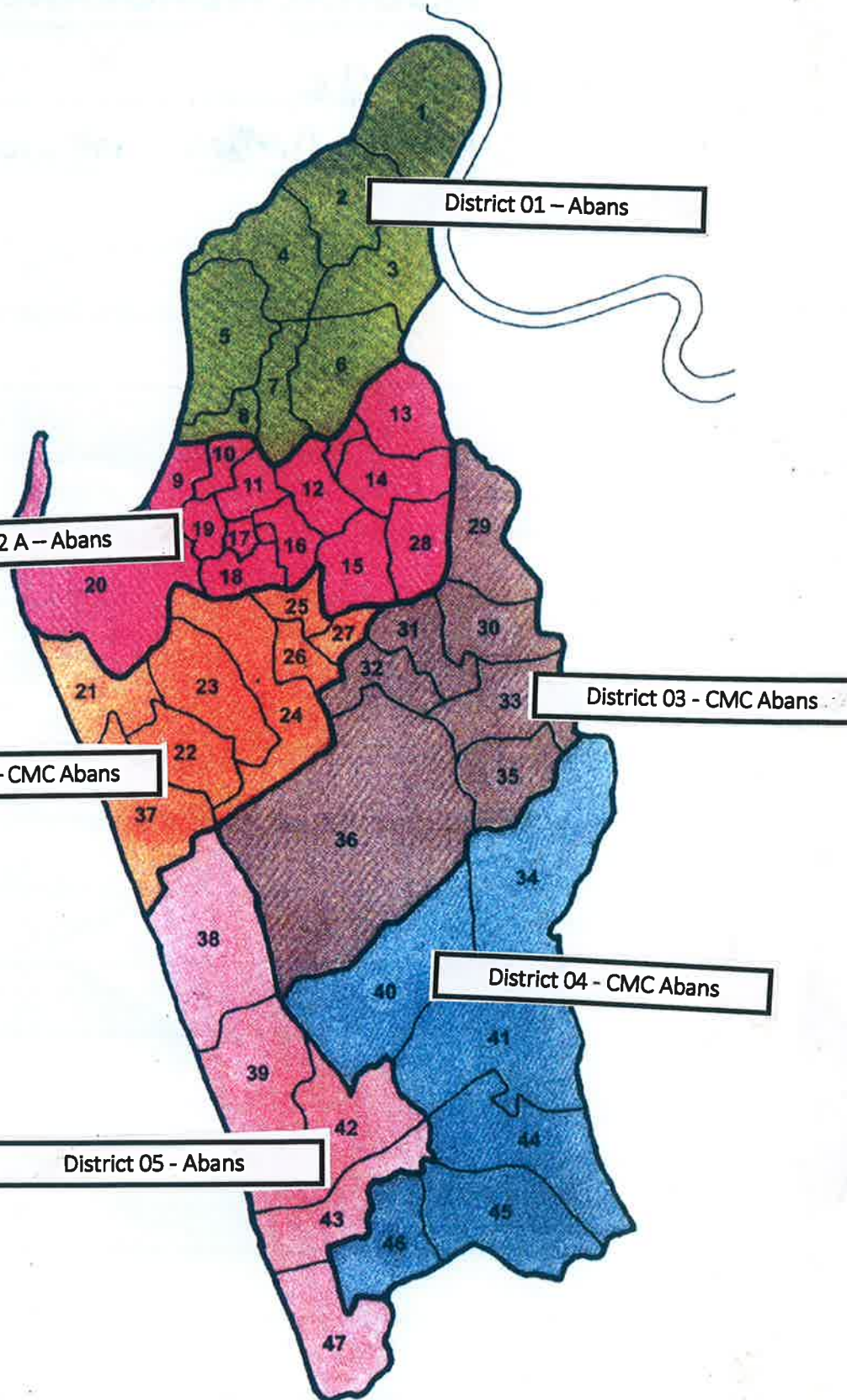
(8) බලපත්‍රය අවලංගු කරනු ලැබූ යම් තැනැත්තකුට, බලපත්‍රයක් පවරනු ලැබීමට හිමිකම් නොමැත්තේ ය.

08-501

CITY OF COLOMBO

WARDS

1. Mattakkuliya
2. Modera
3. Mahawatte
4. Aluthmawatha
5. Lunupokuna
6. Bloemendhal
7. Kotahena East
8. Kotahena West
9. Kochchikade North
10. Ginthupitiya
11. Masangas Weediya
12. New Bazaar
13. Grandpass North
14. Grandpass South
15. Maligawatte West
16. Aluthkade East
17. Aluthkade West
18. Kehelwatte
19. Kochchikade South
20. Fort
21. Kompannaweediya
22. Wekande
23. Hunupitiya
24. Suduwella
25. Panchikawa
26. Maradana
27. Maligakande
28. Maligawatte East
29. Dematagoda
30. Wanathamulla
31. Kuppiawatte East
32. Kuppiawatte West
33. Borella North
34. Narahenpita
35. Borella South
36. Cinnamon Gardens
37. Kollupitiya
38. Bambalapitiya
39. Milagiriya
40. Thimbirigasyaya
41. Kirula
42. Havelock Town
43. Wellawatte North
44. Kirillapone
45. Pamankade East
46. Pamankade West
47. Wellawatte South





SERVICE AGREEMENT
NO: 22 /2015
(SOLID WASTE MANAGEMENT)
(District - 5)

BY AND BETWEEN
THE MUNICIPAL COUNCIL OF COLOMBO
'And'
ABANS ENVIRONMENTAL SERVICES (PVT) LTD
'On'
06.05.2015

The agreement contained herein is made and entered in to at Colombo in the Democratic Socialist Republic of Sri Lanka on the Sixth (06th) day of May in the year two Thousand Fifteen (2015) by and between;

The Municipal Council of Colombo a body corporate duly incorporated under the Municipal Council Ordinance (Chapter 252) and having its principal office at Town Hall Colombo - 07 (hereinafter sometimes called and referred to as 'THE COUNCIL' which term or expression as herein used shall wherever the context so requires or admits mean and include the said Municipal Council of Colombo its successor or successors in office) of the One Part.

And

Abans Environmental Services (Private) Ltd, a Company duly incorporated in Sri Lanka under the Companies Act No. 17 of 1982 and having its registered office and/or principal place of business at NO. 141, Kirula Road, Colombo 5 (hereinafter sometimes called and referred to as 'THE COMPANY' which term or expression as herein used shall wherever the context so requires or admits mean and include the said Abans Environmental Services (Private) Ltd and its successors and assigns) of the Other Part.

The parties herein agree to perform the obligation by and under the agreement in the manner defined herein under for a 4 (four) year period, commencing on the 1st January 2015 (hereinafter referred to as the 'commencement date') and ending on the 31st December 2018 (hereinafter referred to as 'expiration date')

This AGREEMENT includes the following documents, all which are incorporated by reference. All the documents referred to Exhibit A- O will be considered as part and parcel of this agreement.

Exhibit A	List of Roads (Annexure 1)
Exhibit B	List of Roundabouts (Annexure 1A)
Exhibit C	List of Main Roads (Annexure 1B)
Exhibit D	List of Minimum resources to be deployed (Annexure 1B)
Exhibit E	List of road side drains for desilting (Annexure 1)
Exhibit F	Letter of Acceptance
Exhibit G	General Conditions of Contracts
Exhibit H	Special Conditions of Contract
Exhibit I	Technical Proposal (annexure VII) Section A & the Price schedule approved by the Council.
Exhibit J	Negotiated Grand Summary (Annexure IV A)
Exhibit K	Summary of Price Schedule (Annexure III)
Exhibit L	Unit rates (Departmental estimate (Annexure V)
Exhibit M	Area maps (Annexure VI)

4.3 The parties to this agreement herein agree that any payment made by and under this agreement to the Company shall be subject to any deductions and penalties for failure to provide services and/or deduction for shortage of resources as outlined in clause 6.0 of the general terms and conditions in contained in exhibit G read in conjunction with exhibit L to this agreement.

a. Deduction shall be made from the monthly payment due to the Company, according to the following manner, on the failure of the company to deploy agreed resources: based on the input percentage shown in Annexure IX.

b. Daily price for providing Basic Solid Waste Management Service in the Project Area will be calculated as $1/30^{\text{th}}$ of the monthly price of Basic Services.

c. Deduction per day for non- deployment of resource will be calculated as follows:

for each press pack compactor $-1/10 \times 0.3 \times \text{daily price}$

for each tipper (Including emergency - $1/6 \times 0.12 \times \text{daily price}$ tipper)

for each Tractor with trailer (recycle) - $1/6 \times 0.12 \times \text{daily price}$

for each loader/ $- 1/6 \times 0.12 \times \text{daily price}$

for each poster removed machine $- 1/6 \times 0.12 \times \text{daily price}$

for each Labour – Man Power $- 1/240 \times 0.50 \times \text{daily price}$

for each Management Personnel $- 1/10 \times 0.04 \times \text{daily price}$

(Site + head office)

4.4 The parties to this agreement agree that deduction shall be made from the monthly payment due to the Company in the manner agreed herein on the Company's failure to deploy the resources agreed herein; based on the input percentage as depicted in exhibit N to this agreement.

4.5 The Company shall forward the aforementioned claim forms forming exhibits J, K and L to the authorized officer of the Council during the first week of the month after the month under consideration for payment in respect of services and works.

4.6 The Authorized officer shall thereupon issue a certificate certifying the amount properly due in accordance to the these conditions have regards to the any adjustments including additions, deductions to be ascertained


arrangement for a composition of debt or any other analogous scheme in accordance with the Companies Act No. 7 of 2007 or

13.3 If the Company fails, neglects or refuses to perform the said services and works or if the Company fails or neglects to comply with or violate any of the terms and conditions of this Agreement, The Council shall reserve right to have the rightful authority to terminate the agreement contained herein by giving One (1) calendar month notice in the prescribed form agreed by parties herein to the Company.



IN WITNESS WHEREOF the Common Seals of the said Council and the said Company have been affixed hereunto and to three others of the same tenor and date of these presents at Colombo on this Sixth (06th) day of May, Two Thousand Fifteen (2015).

Common Seal of the Municipal Council of Colombo is hereto affixed in the presence of Ahmad Jamaldeen Mohamed Musammi, The Mayor and Vithana Kuruppu Arachchige Anura the Acting Municipal Commissioner of the said Council who do hereby attest the sealing hereof




MAYOR


MUNICIPAL COMMISSIONER
(ACTING)

Witnesses



1. 
6/5/15
2.  06/05/2015

The Common Seal of the Abans Environmental Services (Private) Limited is hereto affixed in the presence of Mr. Phiroze Kevin Pestonjee and Mr. Narendranath Perera the Directors of the said Company who do hereby attest the sealing hereof

DIRECTORS

Witnesses

1. 
2. 

On this 06th Day of May, 2015.

1.4.4 the Company shall prepare and use all materials and prepare and use all equipments in a safe manner and to the satisfaction of the authorized officer and shall keep on the area and/or premises under proper control and safe keeping.

1.5 OPERATION AND MAINTAINANCE OF THE AREA;

1.5.1 the Company shall in view of the services ought to be rendered under this agreement design and/or develop an "operational and maintenance" plan including a comprehensive route plan for providing an effective solution for solid waste management services in the project area in compliance with the terms and conditions contained in the agreement herein and more fully described in the exhibits hereto.

1.5.2 Few areas as agreed shall be provided by the Council to store equipment. A designated yard for parking of transport vehicles shall be earmarked by the Company in connection with clause 6 to 13 of the general terms and conditions contained in exhibit G to this agreement.

1.5.3 any emergency work and/or services falling within the project area of this agreement shall be forthwith attended by the Company in the manner more fully set forth in clause 15 of the general terms and conditions contained in exhibit G to this agreement.

1.6 USE OF COUNCIL PREMISES; The Company shall ensure that neither the Company nor its agents and/or its employees shall engage in any other act or do any other thing within the council premises and/or any other area owned by the council for purposes other than required for the performance of the services envisaged under terms and conditions of this agreement and the terms and conditions more fully described in the exhibits to this agreement and in the manner outlined in clause 11 of the general terms and conditions contained in exhibit G to this agreement.

1.7 HOLIDAY; The parties herein agree that the waste management services in the manner herein shall continue throughout the contractual period as envisaged by the parties herein and shall not be subjected to any holiday whatsoever.

2.0 PROJECT AREA; The parties to this agreement agree that the services ought to be provided by the Company under this agreement shall be

provided to the roads, roundabouts and area's specifically covered by and under this agreement as more fully described in exhibits A, B, C, E, and M forming part of this agreement.

3.0 OWNERSHIP OF SOLID WASTE: all solid waste within the meaning of this agreement which is improperly discharged through littering, clandestine disposal and/or general waste within the parameters of the project area are owned by the Council. The collection, transportation and disposal of the solid waste mentioned herein shall not grant the ownership to the Company.

3.1 DISPOSAL SITE: The Company agrees to safely transport the solid waste to a disposal site provided by the Council sufficiently prior to the commencement of the disposal of waste.

3.2 NEW DISPOSAL SITE: The Company agrees that, if the disposal site is closed and a new disposal site is developed at the instigation of the Council and/or otherwise, the Council shall duly inform the said decision to the Company.

3.3 Company Agrees to provide enhance services as provided in Exhibit O (Annexure VIII).

4.0 PAYMENT TO COMPANY:

4.1 The payment for services performed pursuant to the agreement herein shall be made by the Council to the Company monthly in accordance with the submissions of the Company's claims in accordance with the exhibits marked J, K and L forming part of this agreement.

4.2 The payment made under this agreement to the Company shall be certified by the authorized officer subject to the recommendation of an engineer of the Council in charge based on a log book.


MAYOR


MUNICIPAL COMMISSIONER
(ACTING)


DIRECTORS

1.2 **HOURS:** except as otherwise provided herein the solid waste management services in the project area defined herein shall continue throughout the day. The Company also understands that in exceptional circumstances as reasonably determined by parties herein to keep clean an existing route 24 hours a day as set forth in exhibit G to this agreement.

1.3 **CONTRACTOR'S EMPLOYEES:**

1.3.1 the Company shall employ sufficient employees with adequate skills and training as necessary to conduct the services under this agreement under supervision as envisaged in clause 6 of the general terms and conditions contained in exhibit G read in conjunction with exhibit I all forming part of this agreement.

1.3.2 The Company shall require at all material times of the operation of this agreement to ensure the employees to be courteous, and shall refrain from trespassing, loitering on private property and shall not meddle and/or tamper with property which does not and should not concern their ordinary course of duty as specifically provided in clause 6 and 7 of the general terms and conditions provided in exhibit G to this agreement.

1.3.3 The Company shall ensure every employee deployed by the Company to perform the services by and under the agreement on the selected main roads as depicted in exhibit C shall not exceed the age limit of 50.

1.3.4 The Company understands that the project area falls within a high security zone and that the Company will make all endeavors to deploy reliable workers to expend the services herein and shall ensure every employee performing functions for and on behalf of the Company carry a Company Identity Card and National Identity Card and a clearance from the police department as contained in clause 6 of the general terms and conditions contained in exhibit G to the agreement.

1.3.5 The Company agrees to install and maintain machines at each area office to mark attendance of employees using the fingerprint and agree to implement a system wherein each employee will be required to mark attendance twice a day. The register shall be made available

to the authorized officer through the district engineers every day in the manner stated in clause 6 contained in general terms and conditions in exhibit G and in exhibit I to the agreement

1.3.6 Each employee who is assigned to operate a machine and/or vehicle for the purpose of providing services under this agreement shall be in possession of a valid driving license for the type of vehicle the employee is assigned to drive and as specifically provided in exhibit Q and in exhibit I to this agreement

1.3.7 The Company agrees to appoint a "Contract manager" empowered to act on behalf of the Company on all matters contained in the agreement herein inclusive of control and supervision of Company's employees to ensure strict performance of the duties arising by and under this agreement as outlined in clause 7 of the general terms and conditions contained in exhibit G to this agreement

1.3.8 The Company shall appoint an officer and/or Office to be contacted through 24 hours a day via a suitable medium of communication to be agreed by parties.

1.4 **EQUIPMENT AND MATERIAL;** the Company shall ensure that unless otherwise expressly provided in the contract herein, the Company shall provide all necessary vehicles, equipments for the purpose of use and performance of the services arising by and under this agreement to the satisfaction of the Council as set forth in exhibit Q and exhibit I explicitly provided herein under;

1.4.1 the Company shall at all times material to this agreement maintain in a safe, serviceable and clean condition and replace as necessary any or all of the vehicle, equipment use by the Company in the provision of services defined herein.

1.4.2 the Company shall ensure that the vehicles and other equipments used for the purpose of the services defined herein shall be painted

1.4.3 the Company shall re paint the vehicles and machinery used in connection with the services herein mentioned at least once every year from the commencement of this agreement

Exhibit N

Breakdown of input resources (Annexure IX)

Exhibit O

Rates for providing enhancement Services annexure (Annexure VIII)

WHEREAS the Council desires to continue the provision of solid waste management services in line with the vision of making Colombo a model city in Asia, caring organization looking after interests of citizens and users with an efficient quality service for creation of safe, healthy and wealthy life.

AND WHEREAS the said Council in view of continuing the said solid waste management services within the municipal area of Colombo called for fresh bids for providing solid waste management services in Municipal District 5 and the said Company forwarded a bid dated 06.06.2013.

AND WHEREAS the Council by its resolution No. 1123 dated 08.05.2014 resolved to accept the said bid of the Company and to award the contract for providing solid waste management services within the Municipal District 05 (hereinafter referred to as defined as the 'project area') in the manner morefully described in the exhibits hereto and subject to terms and conditions and hereinafter set forth.

AND NOW THEREFORE the parties hereto agree as follows;

1.0 SERVICES

1.1 SERVICES During the term of this agreement the Company shall;

- (a) sweep, clean, remove all waste from all roads (except private roads) including pavements, center islands and road reservation and in the Municipal District 5 of the Council once or more depending on the amount of waste available and keep the areas free of waste during the whole day.
- (b) Collection of garbage from premises
- (c) clean and remove garbage, weeds, growths and other waste from all roadsides drains regularly.

- (d) remove of sand, silt and all other waste from the side drains on selected roads as depicted in annexure 1 and 1B inclusive of open and closed drains falling along the lines of road side drains and to coordinate with the engineer of the Council, if there are any major blockages.
- (e) brush and clean all roads including pavements, centre islands, traffic signal lights and roundabouts (normally their edges) and pavements regularly so that there will be no sand or soil on edges
- (f) maintain the existing litter bins
- (g) clean and remove all weeds and unnecessary plants grown along roads, road reservations, side drains, pavements and center islands.
- (h) Clean and maintain center islands (which have not been assigned to another party/parties for maintenance) within the area defined herein in a good condition.
- (i) remove all strings or any unnecessary items from lamp posts and telecom posts immediately.
- (j) removal of banners: any banners across the road or connected to service posts such as electricity, telecommunication etc should be removed immediately. Authorized banners shall be removed after the permissible period.

1.1.1 The parties hereto agree that the services ought to be performed under this agreement by the Company shall subject to the aforementioned terms and conditions herein set forth and further as more specifically provided in the exhibits attached hereto, in a manner consistent with the agreement and are considered good professional practice, and to the satisfaction of the Council.


MAYOR


MUNICIPAL COMMISSIONER
(ACTING)


DIRECTORS

Legal Department
Colombo Municipal Council
Town Hall
Colombo 07

ME/SWM/43/2015
MID/261/2016

**SERVICE AGREEMENT
(SOLID WASTE MANAGEMENT)**

(District - 4)

No. 115/2016

BEYOND BIDDING

THE MUNICIPAL COUNCIL OF COLOMBO

ABENS ENVIRONMENTAL SERVICES (PT) LTD

The agreement is made and entered in to at Colombo in the Democratic Socialist Republic of Sri Lanka on the Ninth (09th) day of November in the year 2016 by and between:

The Municipal Council of Colombo (hereinafter referred to as 'THE COUNCIL') a body corporate duly incorporated under the Municipal Council Ordinance (Chapter 252) and having its principal office at Town Hall Colombo - 07.

and

Abens Environmental Services (Pvt.) Ltd (hereinafter referred to as 'THE COMPANY'), a Company duly incorporated in Sri Lanka under the Companies Act No. 07 of 2007 and having its registered office and/or principal place of business at NO. 141 Kirula Road, Colombo 5.

The parties herein agree to perform the obligation by and under the agreement in the manner defined herein under for a 4 (four) year period, commencing on the 1st September 2016 (hereinafter referred to as the commencement date) and ending on the 31st August 2020 (hereinafter referred to as 'expiration date')

This AGREEMENT includes the following documents, all which are incorporated by reference:

Exhibit A	General details of Roads (Annex I)
Exhibit B	List of Roads with premises (Annex II)
Exhibit C	List of Minimum resources to be deployed (Annex 1C)
Exhibit D	List of road side drains and gutters for health (Annex 1)
Exhibit E	Letter of Acceptance
Exhibit F	General Conditions of Contracts
Exhibit G	Special Conditions of Contract
Exhibit H	Negotiated Grand summary (Annex III)
Exhibit I	Summary of Price Schedule on ward basis (Annex 1.1 and 1.1A)
Exhibit J	Unit rates (Departmental estimate (Annexure V)
Exhibit K	Area maps (Annexure VI)
Exhibit L	Rates for providing enhancement services (Annexure VII)
Exhibit M	Breakdown of input resources (Annex VIII)

WHEREAS the Council desires to continue Solid Waste Management Services in line with the vision of making Colombo a model city in Asia, caring organization looking after interests of citizens and users with an efficient quality service for creation of safe, healthy and wealthy life.

AND WHEREAS the said Council in view of continuing the said Solid Waste Management Services within the Municipal area of Colombo called for fresh bids for providing Solid Waste Management Services (except collection of garbage from premises) in Municipal District 4 and the said Company forwarded a tender bid dated 19.05.2016.

AND WHEREAS the Municipal Commissioner on behalf of the Council has decided by his decision bearing No.52 dated 12.07.2016 resolved to accept the said bid of the Company and to award the contract for Providing Solid Waste Management Services within the area (hereinafter referred to as defined as the project area) in the manner morefully described in the exhibits hereto and subject to terms and conditions hereinafter set forth.

AND NOW THEREFORE the parties hereto agree as follows:

1.0 SERVICES

1.1 **SERVICES** During the term of this agreement the Company shall;

- (a) sweep, brush and remove all waste from all roads (except private roads) including pavements, center islands and road reservation in the Municipal District 4 of the Council once or more depending on the amount of waste available and keep the areas free of waste during the whole day.
- (b) clean and remove garbage, weeds, growths and other waste from all roadsides drains regularly.
- (c) remove sand, silt and all other waste from the side drains as depicted in Exhibit A inclusive of open and closed drains falling along the lines of road side drains and to coordinate with the Engineer of the Council, if there are any major blockages
- (d) Clean and remove sand, silt, dirt and other wastes from all Gullies (Gully pits only) regularly as depicted in Exhibit D and coordinate with the District Engineer (Drainage) of the Council.

(e) brush and clean all roads including pavements, centre islands, traffic signal lights and roundabouts (normally their edges) and pavements regularly so that there will be no sand or soil on edges.

(f) installation and maintenance of 100 Nos. litter bins

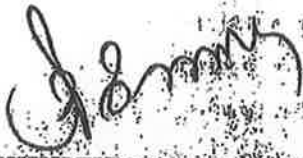
(g) Clean and remove all weeds and unnecessary plants grown along roads, road reservation, side drains, pavements and center islands.

(h) Clean and maintain center islands (which have not been assigned to another party/parties for maintenance) within the area defined herein in a good condition.

(i) remove all straggles or any unnecessary items from lamp posts and telecom posts immediately.

(j) removal of banners: any banners across the road or connected to service posts such as electricity, telecommunication etc should be removed immediately. Authorized banners shall be removed after the permissible period.

1.1.1 The parties hereto agree that the services ought to be performed under this agreement by the contractor/contractors subject to the aforementioned terms and conditions herein set forth and further as more specifically provided in the exhibits attached hereto, in a manner consistent with the agreement and are considered good professional practice, and to the satisfaction of the Council.



MUNICIPAL COMMISSIONER
V. K. A. Anura
Municipal Commissioner & Officer
Implementing the Powers and Functions of the
Colombo Municipal Council



DIRECTORS

1.2 **HOURS:** except as otherwise provided herein the solid waste management services in the project area defined herein shall continue throughout the day. The Company also understands to keep the project area clean 24 hours a day as set forth in Exhibit F to this agreement.

1.3 **CONTRACTOR'S EMPLOYEES:**

1.3.1 the Company shall employ sufficient employees with adequate skills and training as necessary to conduct the services under this agreement under supervision as envisaged in clause 6 of the General conditions of contract contained in Exhibit E read in conjunction with Exhibit G all forming part of this agreement.

1.3.2 The Company shall require at all material times of the operation of this agreement to ensure the employees to be courteous, and shall refrain from trespassing, loitering on private property and shall not meddle and/or tamper with property which does not and should not concern their ordinary course of duty as specifically provided in clause 6 and 7 of the General conditions of Contract provided in Exhibit F to this agreement.

1.3.3 The Company understands that the project area falls within a high security zone and that the Company will make all endeavors to deploy reliable workers to expend the services herein and shall ensure every employee performing functions for and on behalf of the Company carry a Company identity and National Identity Card and a clearance from the police department as contained in clause 6 of the General conditions of contract contained in Exhibit F to the agreement.

1.3.4 The Company agrees to install and maintain machines at each area office to mark attendance of employees using the fingerprint and agree to implement a system wherein each employee will be required to mark attendance twice a day. The register shall be made available to the Authorized Officer through the District Engineer every day in the manner

contained in the clause 6 contained in General conditions of contract in Exhibit F to the agreement.

1.3.5 Each employee who is assigned to operate a machine and/or vehicle for the purpose of providing services under this agreement shall be in possession of a valid driving license for the type of vehicle the employee is assigned to drive and as specifically provided in Exhibit F and Exhibit C to this agreement.

1.3.6 The Company agrees to appoint a "Contract manager" empowered to act on behalf of the Company on all matters contained in the agreement herein inclusive of control and supervision of Company's employees, to ensure strict performance of the duties arising by and under this agreement as outlined in clause 7 of the General conditions of contract contained in Exhibit F to this agreement.

1.3.7 The Company shall appoint an officer and/or office to be contacted through 24 hours a day via a suitable medium of communication to be agreed by parties.

1.4 **EQUIPMENT AND MATERIAL;** the Company shall ensure that unless otherwise expressly provided in the contract herein, the Company shall provide all necessary vehicles, equipments for the purpose of use and performance of the services arising by and under this agreement to the satisfaction of the Council as set forth in Exhibit F and Exhibit C explicitly provided herein under:

1.4.1 the Company shall at all times material to this agreement maintain in a safe, serviceable and clean condition and replace as necessary any or all of the vehicle, equipment used by the Company in the provision of services defined herein.

1.4.2 the Company shall ensure that the vehicles and other equipments used for the purpose of the services defined herein shall be painted

1.4.3 the Company shall re paint the vehicles and equipments used in connection with the services herein mentioned at least once every year from the commencement of this agreement.

1.4.4 the Company shall prepare and use all material and prepare and use all equipments in a safe manner and to the satisfaction of the Authorized Officer and shall keep on the area and/or premises under proper control and safe keeping.

1.5 OPERATION AND MAINTAINANCE OF THE AREA;

1.5.1 the Company shall in view of the services ought to be rendered under this agreement design and/or develop an "operational and maintenance" plan including a comprehensive route plan for providing an effective solution for solid waste management services in the project area in compliance with the terms and conditions contained in the agreement herein and more fully described in the exhibits hereto.

1.5.2 Few areas as agreed shall be provided by the Council to store equipment. A designated yard for parking of transport vehicles shall be earmarked by the Company in connection with clause 5 and 11 of the General conditions of contract contained in Exhibit F to this agreement.

1.5.3 Any emergency work and/or services falling within the project area of this agreement shall be forthwith attended by the Company in the manner more fully set forth in clause 15 of the General conditions of contract contained in Exhibit F to this agreement.

1.6 USE OF COUNCIL PREMISES; The Company shall ensure that the neither the Company nor its agents and/or its employees shall engage in any other act or do any other thing within the Council premises and/or any other area owned by the Council for purposes other than required for the performance of the services envisaged under terms and conditions of this agreement and the terms and conditions more fully described in the exhibits to this agreement and in the manner outlined in clause 11 of the General conditions of contract contained in Exhibit F to this agreement.

1.7 **HOLIDAY:** The parties herein agree that the waste management services in the manner herein shall continue throughout the contractual period as envisaged by the parties herein and shall not be subjected to any holiday whatsoever.

2.0 **PROJECT AREA:** The parties to this agreement agree that the services ought to be provided by the Company under this agreement shall be provided to the roads, roundabouts and area's specifically covered by and under this agreement as more fully described in Exhibit A, C, D and K forming part of this agreement.

3.0 **OWNERSHIP OF SOLID WASTE:** all solid waste within the meaning of this agreement which is improperly discharged through littering, clandestine disposal and/or general waste within the parameters of the project area are owned by the Council. The collection, transportation and disposal of the solid waste mentioned herein shall not grant the ownership to the Company.

3.1 **DISPOSAL SITE:** The Company agrees to safely transport the solid waste to a disposal site provided by the Company.

3.2 **NEW DISPOSAL SITE:** The Company agree that, if the disposal site is closed and a new disposal site is developed at the instigation of the Company and/or otherwise, the Company shall duly inform the said decision to the Council.

4.0 **PAYMENT TO COMPANY:**

4.1 The payment for services performed pursuant to the agreement herein shall be made by the Council to the Company monthly in accordance with the submissions of the Company's claims in accordance with the Exhibits marked H, I and J forming part of this agreement.



MUNICIPAL COMMISSIONER
V. K. A. Anura
Municipal Commissioner & Officer
Implementing the Powers and Functions of the
Colombo Municipal Council



DIRECTORS

4.2 The payment made under this agreement to the Company shall be certified by the Authorized Officer subject to the recommendation of an Engineer of the Council in charge based on a log book, weekly reports and monthly reports.

4.3 The parties to this agreement herein agree that any payment made by and under this agreement to the Company shall be subject to any deductions and penalties for failure to provide services and/or deduction for shortage of resources as outlined in clause 5.0 of the General conditions of Contract in contained in Exhibit F read in conjunction with Exhibit J to this agreement.

a. Deduction shall be made from the monthly payment due to the Company, according to the following manner, on the failure of the company to deploy agreed resources based on the input percentage shown in Exhibit M.

b. Daily price for providing Basic Solid Waste Management Service in the Project Area will be calculated as $1/30^{\text{th}}$ of the monthly price of Basic Services.

c. Deduction per day for non-deployment of resources will be calculated as follows:

for each tipper (including emergency Tipper) - $1/3 \times 0.13 \times \text{daily price}$

for each Tractor with trailer (recycle) - $1/3 \times 0.04 \times \text{daily price}$

for each loader - $0.04 \times \text{daily price}$

For each Vacuum Road Brushing machine - $0.07 \times \text{daily price}$

For each Gully emptier with Jetting and Vacuum - $0.05 \times \text{daily price}$

for each Labour - Man Power - $1/127 \times 0.55 \times \text{daily price}$

for each Management Personnel - $1/11 \times 0.08 \times \text{daily price}$

(Site + head office)

4.4 The parties to this agreement agree that deduction shall be made from the monthly payment due to the Company in the manner agreed herein on the Company's failure to deploy the resources agreed herein; based on the input percentage as depicted in Exhibit M to this agreement.

4.5 The Company shall forward the aforementioned claim forms forming Exhibits H, I and J, to the Authorized Officer of the Council during the first week of the month after the month under consideration for payment in respect of services and works.

4.6 The Authorized officer shall thereupon issue a certificate certifying the amount properly due in accordance to the these conditions have regards to any adjustments including additions, deductions to be ascertained by the Authorized officer as outlined in both General conditions of contract and special conditions of contract forming Exhibits H and I under this agreement.

5.0 **PERFORMANCE SECURITY** The said Company has submitted a Performance Guarantee No. 31/2016 dated 28.07.2016 and issued by People's Bank, Town Hall Branch at No.110, Dharmapala Mawatha, Colombo 07 for the sum of Sri Lankan Rupees Three Million (Rs.3,000,000/-) valid till 01.10.2020 payable on demand for the due performance and fulfillment of the said performance.

In the event of the Company failing, neglecting or refusing to perform the services and works or if the Company fails or neglects to comply with or violate any of the terms and conditions of this Agreement, the Municipal Commissioner shall recover the full amount of the Performance Bond.

6.0 **INDEPENDENT CONTRACTOR** The Company agree that the Company is a 'independent contractor' and not any employee and/or agent and/or franchisee of the Council. Nothing herein shall be construed as creating partnership, agency, joint venture and/or any other partnership with any analogous meaning whatsoever. The Company, its servants, agents and/or employees shall not represent in any manner however that it has any relationship with the Council other than that of an independent contractor.

7.0 **NON-WAIVER** No provision of this agreement shall be considered waived except with the express written consent of the Authorized Officer. Any forbearance or indulgence by Council, its Members,

agents and/or employees shall not constitute a waiver of any covenants and/or conditions contained herein and/or any other exhibit forming part of this agreement.

8.0. LIABILITY & INDEMNITY: The Company will indemnify and save harmless the Council, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees to the extent resulting from a willful or negligent act or omission of the Company, its officers, agents, servants, and employees in due performance of this Agreement.

9.0 NOTICE: Notices and communications between the Parties shall be in English language and shall be sent by registered mail, courier, fax or personal delivery to the other Party. Either Party shall notify the other Party of any change of address.

10.0 GOVERNING LAW AND SETTLEMENT OF DISPUTES: This Agreement shall be governed by laws of territory of Sri Lanka. Both Parties agree to settle amicably all dispute related to this Agreement. Failing an amicable understanding of any dispute between the Parties, any party shall have the right to recourse to the District Court and/or Commercial High Court as the case may require.

11.0 SEVERABILITY

In any event provisions in this indenture shall be found to be invalid, illegal or unenforceable by a superseding enactment of law, by an order of a competent authority or an administrative body, shall not in any way effect and/or impair thereby and such provisions shall be in ineffective only to the extent of such invalidity, illegality or unenforceability.

The parties hereby agree to attempt to substitute any invalid or unenforceable clause by an unforeseen superseding event as above with a valid and/or enforceable clause keeping in mind the economic, legal and commercial objectives of the parties at the time signing of this agreement.

12.0 AMENDMENTS

Except as expressly provided hereby, the indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This agreement may not be released, discharged, supplemented, interpreted, varied, modified in any manner except by an instrument in writing signed by a duly authorized officer and/or representative of the parties hereto.

13.0 TERMINATIONS:

- 13.1 If the Company is found to be in breach of the conditions contained in the General Conditions of Contract and/or Special Conditions of Contract specifically referred to in this agreement by explicit reference to Exhibits A and B or;
- 13.2 becomes bankrupt, and/or makes a composition with the creditors, or has a proposal in respect of its Company for voluntary arrangement for a composition of debt or any other analogous scheme in accordance with the Companies Act No. 7 of 2007, or;
- 13.3 If the Company fails, neglects or refuses to perform the said services and works or if the Company fails or neglects to comply with or violate any of the terms and conditions of this Agreement, The Council shall reserve right to have the rightful authority to terminate the agreement contained herein by giving Three (03) calendar month notice in the prescribed form agreed by parties herein to the Company.



MUNICIPAL COMMISSIONER

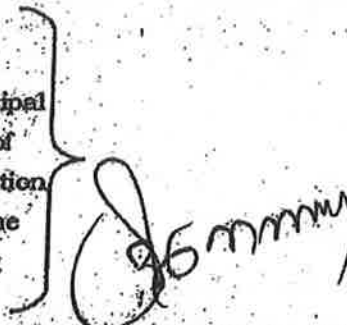
V. K. A. Anura
Municipal Commissioner & Officer
Implementing the Powers and Functions of the
Colombo Municipal Council



DIRECTORS

IN WITNESS WHEREOF the said Council and the said Company Abans Environmental Services (Pvt.) Ltd and have affixed their Common Seals respectively hereunto and to three others of the same tenor and date as these presents at Colombo on this Ninth (09th) day of November, Two Thousand and Sixteen (2016).

Common Seal of the Municipal Council of Colombo is hereto affixed in the presence of Withana Kuruppu Arachchige Anura the Municipal Commissioner who is also vested with powers of the Colombo Municipal Council in terms of Section 286A of the Municipal Councils Ordinance of the said Council who doth hereby attest the sealing hereof.



MUNICIPAL COMMISSIONER

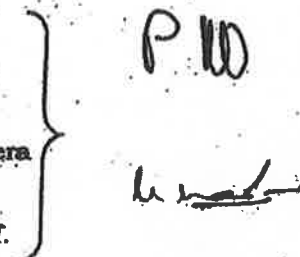
V. K. A. Anura

Municipal Commissioner & Officer
Implementing the Powers and Functions of the
Colombo Municipal Council

Witnesses

1. Sluhin
2. Singachari

The Common Seal of the Abans Environmental Services (Private) Limited is hereto affixed in the presence of Mr. Phiroza Kevin Pestonjee (NIC No.63169444V) and Mr. Narendre Nath Perera (NIC No.461930948V) the Directors of the said Company who do hereby attest the sealing hereof.



DIRECTORS

Witnesses

1. [Signature]
2. [Signature]

On this Ninth (09th) Day of November, 2016

SERVICE AGREEMENT

NO: 46/2016

(SOLID WASTE MANAGEMENT)

District - 1

BY AND BETWEEN

THE MUNICIPAL COUNCIL OF COLOMBO

'And'

ABANS ENVIRONMENTAL SERVICES (PVT) LTD

'On'

18.03.2016

The agreement contained herein is made and entered in to at Colombo in the Democratic Socialist Republic of Sri Lanka on the Eighteenth (18th) day of March in the year Two Thousand Sixteen (2016) by and between;

The Municipal Council of Colombo a body corporate duly incorporated under the Municipal Council Ordinance (Chapter 252) and having its principal office at Town Hall Colombo - 07 (hereinafter sometimes called and referred to as 'THE COUNCIL' which term or expression as herein used shall wherever the context so requires or admits mean and include the said Municipal Council of Colombo its successor or successors in office) of the One Part.

'And'

Abans Environmental Services (Private) Ltd, a Company duly incorporated under the Companies Act No. 07 of 2007 of the Democratic Socialist Republic of Sri Lanka under Registration No. P.V 8796 and having its Registered Office and/or principal place of business at No. 141, Kirula Road, Colombo 5 in the said Republic of Sri Lanka (hereinafter sometimes called and referred to as 'THE COMPANY' which term or expression as herein used shall wherever the context so requires or admits mean and include the said Abans Environmental Services (Private) Ltd and its successors and assigns) of the Other Part.

The parties herein agree to perform the obligation by and under the agreement in the manner defined herein under for a 4 (four) year period, commencing on the 07th November, 2015 (hereinafter referred to as the 'commencement date') and ending on the 06th November, 2019 (hereinafter referred to as 'expiration date').

This AGREEMENT includes the following documents, all which are incorporated by reference. All the documents referred to Exhibit A- O will be considered as part and parcel of this agreement.

Exhibit A	List of Roads (Annexure 1)
Exhibit B	List of Roundabouts (Annexure 1A)
Exhibit C	List of Public Toilets to be cleaned (Annexure 1B)
Exhibit D	List of Main Roads and List of Minimum resources to be deployed (Annexure 1C)
Exhibit E	List of road side drains for desilting (Annexure 1)
Exhibit F	Letter of Acceptance
Exhibit G	General Conditions of Contracts
Exhibit H	Special Conditions of Contract
Exhibit I	Technical Proposal (annexure VII) Section A
Exhibit J	Negotiated Grand Summary (Annexure IV A)
Exhibit K	Summary of Price Schedule (Annexure III)
Exhibit L	Unit rates (Departmental estimate (Annexure V))
Exhibit M	Area maps (Annexure VI)
Exhibit N	Breakdown of input resources (Annexure IX)
Exhibit Q	Rates for providing enhancement Services (Annexure VIII)

WHEREAS the Council desires to continue the provision of Solid Waste Management Services in line with the vision of making Colombo a model city in Asia, caring organization looking after interests of citizens and users with an efficient quality service for creation of safe, healthy and wealthy life.

AND WHEREAS the said Council in view of continuing the said Solid Waste Management Services within the Municipal area of Colombo called for fresh bids for Providing Solid Waste Management Services in Municipal District 1 and the said Company forwarded a bid dated 06.02.2014.

AND WHEREAS the Council by its resolution No. 1678 dated 30th November 2015 resolved to accept the said bid of the Company and to award the contract for Providing Solid Waste Management Services within the Municipal District 1 (hereinafter referred to as defined as the 'project area') in the manner morefully described in the exhibits hereto and subject to terms and conditions and hereinafter set forth.

AND NOW THEREFORE the parties hereto agree as follows;

1.0 SERVICES

1.1 SERVICES During the term of this agreement the Company shall:

- (a) sweep, brush and remove all waste from all roads (except private roads) including pavements, center islands and road reservation and within the Municipal District 1 of the Council once or more depending on the amount of waste available and keep the areas free of waste during the whole day.
- (b) Collection of garbage from all premises
- (c) clean and remove garbage, weeds, growths and other waste from all roadsides drains regularly.
- (d) remove sand, silt and all other waste from the side drains on selected roads as depicted in Annexure 1 and 1C inclusive of open and closed drains falling along the lines of road side drains and to coordinate with the Engineer of the Council, if there are any major blockages.
- (e) brush and clean all roads including pavements, centre islands, traffic signal lights and roundabouts (normally their edges) and pavements regularly so that there will be no sand or soil on edges.
- (f) installation and maintenance of 100 Nos. litter bins
- (g) clean and remove all weeds and unnecessary plants grown along roads, road reservations, side drains, pavements and center islands.
- (h) Clean and maintain center islands (which have not been assigned to another party/parties for maintenance) within the area defined herein in a good condition
- (i) remove all strings or any unnecessary items from lamp posts and telecom posts immediately and remove posters appearing at Public Places except public notice boards immediately.
- (j) removal of banners: any banners across the road or connected to service posts such as electricity, telecommunication etc should be removed immediately. Authorized banners shall be removed after the permissible period.

1.1.1 The parties hereto agree that the services ought to be performed under this agreement by the Company shall subject to the aforementioned terms and conditions herein set forth and further as more specifically provided in the exhibits attached hereto, in a

manner consistent with the agreement and 'are considered' good professional practice, and to the satisfaction of the Council.

1.2 **HOURS:** except as otherwise provided herein the Solid Waste Management Services in the project area defined herein shall continue throughout the whole day. The Company also understands to keep the Project Area clean 24 hours a day as set forth in exhibit G to this agreement.

1.3 **CONTRACTOR'S EMPLOYEES:**

1.3.1 the Company shall employ sufficient employees with adequate skills and training as necessary to conduct the services under this agreement under supervision as envisaged in clause 7 of the General conditions of the Contract contained in exhibit G read in conjunction with exhibit H all forming part of this agreement.

1.3.2 The Company shall require at all material times of the operation of this agreement to ensure the employees to be courteous, and shall refrain from trespassing, loitering on private property and shall not meddle and/or tamper with property which does not and should not concern their ordinary course of duty as specifically provided in clause 7 and 8 of the General conditions of Contract provided in exhibit G to this agreement.

1.3.3 The Company shall ensure every employee deployed by the Company to perform the services by and under the agreement on the selected main roads as depicted in exhibit D shall not exceed the age limit of 50.

1.3.4 The Company shall submit the list of the names of its 257 Labourers and 01 Manager and 20 Supervisors and all the vehicles and machines deployed by the Company to perform the services by and under the agreement before commencement of this agreement for identification purposes.

1.3.5 The Company understands that the project area falls within a high security zone and that the Company will make all endeavors to deploy reliable workers to expend the services herein and shall ensure every employee performing functions for and on behalf of the Company carry a Company Identity Card and National Identity Card and a clearance from the police department as contained in clause 7 and 8 of the General conditions of Contract contained in exhibit G to the agreement.


MAYOR


MUNICIPAL COMMISSIONER

Abans Environmental Services (Pvt) Ltd.


Director


Director

DIRECTORS

1.3.6 The Company agrees to install and maintain machines at each area office to mark attendance of employees using the fingerprint and agree to implement a system wherein each employee will be required to mark attendance twice a day. The register shall be made available to the authorized officer through the District Engineer every day in the manner stated in clause 7 contained in General conditions of Contract in exhibit G and in exhibit H to this agreement.

1.3.7 Each employee who is assigned to operate a machine and/or vehicle for the purpose of providing services under this agreement shall be in possession of a valid driving license for the type of vehicle the employee is assigned to drive and as specifically provided in exhibit G and in exhibit H to this agreement.

1.3.8 The Company agrees to appoint a "Contract manager" empowered to act on behalf of the Company on all matters contained in the agreement herein inclusive of control and supervision of Company's employees to ensure strict performance of the duties arising by and under this agreement as outlined in clause 8 of the General conditions of Contract contained in exhibit G to this agreement.

1.3.9 The Company shall appoint an officer and/or Office to be contacted through 24 hours a day via a suitable medium of communication to be agreed by parties.

1.4 **EQUIPMENT AND MATERIAL:** the Company shall ensure that unless otherwise expressly provided in the contract herein, the Company shall provide all necessary vehicles, equipments for the purpose of use and performance of the services arising by and under this agreement to the satisfaction of the Council as set forth in exhibit D, exhibit G and exhibit J specifically provided herein under.

1.4.1 The Company shall at all times material to this agreement maintain in a safe, serviceable, neat, clean condition and replace as necessary any or all of the vehicle, equipment and material used by the Company in the provision of services defined herein.

1.4.2 the Company shall ensure that the vehicles and equipments used for the purpose of the services defined herein shall be painted.

1.4.3 the Company shall re paint the vehicles and equipments used in connection with the services herein mentioned at least once every year from the commencement of this agreement.

1.4.4 the Company shall prepare and use all materials and prepare and use all equipments in a safe manner and to the satisfaction of the authorized officer

(Pvt) Ltd.

Director

and shall keep on the area and/or premises under proper control and safe keeping.

1.4.5 the Company shall not use vehicles and machinery used in connection with the services herein mentioned which has been in existence for more than 5 years from the date of manufacture

1.4.6 the Company shall register all vehicles and machinery used in its name.

1.5 OPERATION AND MAINTAINANCE OF THE AREA:

1.5.1 the Company shall in view of the services ought to be rendered under this agreement design and/or develop an "operational and maintenance" plan including a comprehensive route plan for providing an effective solution for solid waste management services in the project area in compliance with the terms and conditions contained in the agreement herein and more fully described in the exhibit hereto.

1.5.2 Few area officers as agreed shall be provided by the Council to store equipment. A designated yard for parking of garbage vehicles shall be earmarked by the Company in connection with clause 6 to 13 of the General conditions of Contract contained in exhibit G to this agreement.

1.5.3 any emergency work and/or services falling within the project area of this agreement shall be forthwith attended by the Company in the manner more fully set forth in clause 16 of the General conditions of Contract contained in exhibit G to this agreement.

1.6 **USE OF COUNCIL PREMISES:** The Company shall ensure that neither the Company nor its agents and/or its employees shall engage in any other act or do any other thing within the Council premises and/or any other area owned by the Council for purposes other than required for the performance of the services envisaged under terms and conditions of this agreement and the terms and conditions more fully described in the exhibits to this agreement and in the manner outlined in clause 11 of the General conditions of Contract contained in exhibit G to this agreement.

1.7 **HOLIDAY:** The parties herein agree that the waste management services in the manner herein shall continue throughout the contractual period as envisaged by the parties herein and shall not be subjected to any holiday whatsoever.

2.0 **PROJECT AREA:** The parties to this agreement agree that the services ought to be provided by the Company under this agreement shall be provided to the roads, premises, roundabouts and area's specifically covered by and under this agreement as more fully described in exhibits A, B, C, D, E and M forming part of this agreement.

3.0 **OWNERSHIP OF SOLID WASTE:** all solid waste within the meaning of this agreement which is discharged through mining, construction disposal and/or general waste within the parameters of the project area are owned by the Council. The collection, transportation and disposal of the solid waste mentioned herein shall not grant the ownership to the Company.

3.1 **DISPOSAL SITE:** The Company agrees to safely transport the solid waste to a disposal site provided by the Council.

3.2 **NEW DISPOSAL SITE:** The Company agrees that, if the disposal site is closed and a new disposal site is developed at the instigation of the Council and/or otherwise, the Council shall duly inform the said decision to the Company.

3.3 Company Agrees to provide enhance services as provided in Exhibit O (Annexure VIII).

4.0 **PAYMENT TO COMPANY:**

4.1 The payment for services performed pursuant to the agreement herein shall be made by the Council to the Company monthly in accordance with the submissions of the Company's claims in accordance with the exhibits marked **I, K and L** forming part of this agreement.

4.2 The payment made under this agreement to the Company shall be certified by the Authorized Officer subject to the recommendation of an Engineer in charge of the Council based on a log book, weekly reports and monthly reports.

4.3 The parties to this agreement herein agree that any payment made by and under this agreement to the Company shall be subject to any deductions and penalties for failure to provide services and/or deduction for shortage of resources as outlined in clause 60 of the General conditions of Contract in contained in **Annexure G** read in conjunction with **Annexure L** of this agreement.

a. Deduction shall be made from the monthly payment due to the Company, according to the following manner, on the failure of the company to deploy agreed resources based on the input percentage shown in Exhibit N.

b. Daily price for providing Base Solid Waste Management Service in the Project Area will be calculated as 1/30th of the monthly price of Base Services.

c. Deduction per day for non-deployment of resources will be calculated as follows:

for each press pack compactor - 1/12 x 0.3 x daily price

- for each tipper (including emergency tipper) - 1/3x0.12xdaily price
- for each Tractor with trailer (recycle) - 0.12xdaily price
- for each loader - 0.12xdaily price
- for each poster removed machine - 0.12xdaily price
- for each Labour - Man Power - 1/25x0.50xdaily price
- for each Management Personnel - 1/21x0.04xdaily price

(Site + head office)

4.4 The parties to this agreement agree that deduction shall be made from the monthly payment due to the Company in the manner agreed herein on the Company's failure to deploy the resources agreed herein based on the input percentage as depicted in exhibit N to this agreement.

4.5 The Company shall forward the aforementioned claim forms forming exhibits II, K and L to the Authorized Officer of the Council during the first week of the month after the month under consideration for payment in respect of services and works.

4.6 The Authorized officer shall thereupon issue a certificate certifying the amount properly due in accordance to these conditions have regards to any adjustments including additions, deductions to be ascertained by the Authorized officer as outlined in both General conditions of Contract and special conditions of contract forming exhibits G and H under this agreement.

5 **PERFORMANCE SECURITY** The said Company has submitted a Performance Bond No 3029 2132 9574 dated 13.11.2015 and issued by Sampath Bank, Head Office Branch No. 116, Sri Lanka Road Services, Colombo 02 for the sum of Sri Lanka Rupees Six Million (RS 6,000,000) valid till 09.12.2019 payable on demand for the due performance and fulfilment of the said performance.


In the event of the Company failing, neglecting or refusing to perform the services and works or if the Contractor fails or neglects to comply with or violate any of the terms and conditions of this Agreement the Municipal Commissioner shall recover the full amount of the Performance Bond.

Abans Environmental Services (Pvt) Ltd


MAYOR


MUNICIPAL COMMISSIONER


Director


Director

DIRECTORS

- 6 **INDEPENDENT CONTRACTOR:** The Company agrees that the Company is an "independent contractor" and not any employee and/or agent and/or franchisee of the Council. Nothing herein shall be construed as creating partnership, agency, joint venture and/or any other partnership with any analogous meaning whatsoever. The Company, its servants, agents and/or employees shall not represent in any manner however that it has any relationship with the Council other than that of an independent contractor.
- 7 **NON-WAIVER:** No provision of this agreement shall be considered waived except with the express written consent of the Authorized Officer. Any forbearance or indulgence by Council, its Members, agents and/or employees shall not constitute a waiver of any covenants and/or conditions contained herein and/or any other exhibit forming part of this agreement.
- 8 **LIABILITY & INDEMNITY:** The Company will indemnify and save harmless the Council, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees to the extent resulting from a willful or negligent act or omission of the Company, its officers, agents, servants, and employees in due performance of this Agreement.
- 9 **NOTICE:** Notices and communications between the Parties shall be in English Language and shall be sent by registered mail, courier, fax or personal delivery to the other Party. Either Party shall notify the other Party of any change of address.
- 10 **GOVERNING LAW AND SETTLEMENT OF DISPUTES:** This Agreement shall be governed by laws of territory of Sri Lanka. Both Parties agreed to settle amicably all dispute related to this Agreement. Failing an amicable understanding of any dispute between the Parties, any party shall have the right to recourse to the District Court and/or Commercial High Court as the case may require.
- 11 **SEVERABILITY:**
In any event provisions in this indenture shall be found to be invalid, illegal or unenforceable by a superseding enactment of law, by an order of a competent authority or an administrative body, shall not in any way effect and/or impair

Legal Department
Colombo Municipal Council
Town Hall
Colombo 07

ME/SWM/41/2015
MLD/263/2016

SERVICE AGREEMENT
(SOLID WASTE MANAGEMENT)
(District - 3)

No. 116/2016

BY AND BETWEEN

THE MUNICIPAL COUNCIL OF COLOMBO

and

ABANS ENVIRONMENTAL SERVICES (PVT) LTD

On

09.11.2016

The agreement contained herein is made and entered in to at Colombo in the Democratic Socialist Republic of Sri Lanka on the Ninth (09th) day of November in the year 2016 by and between;

The Municipal Council of Colombo (hereinafter referred to as 'THE COUNCIL') a body corporate duly incorporated under the Municipal Council Ordinance (Chapter 252) and having its principal office at Town Hall Colombo - 07.

and

Abans Environmental Services (Pvt.) Ltd (hereinafter referred to as 'THE COMPANY'), a Company duly incorporated in Sri Lanka under the Companies Act No. 07 of 2007 and having its registered office and/or principal place of business at NO. 141 Kirula Road, Colombo 5.

The parties herein agree to perform the obligation by and under the agreement in the manner defined herein under for a 4 (four) year period, commencing on the 1st September 2016 (hereinafter referred to as the commencement date) and ending on the 31st August 2020 (hereinafter referred to as 'expiration date')

This AGREEMENT includes the following documents, all which are incorporated by reference.

- Exhibit A - List of Assets of Council (Annex A)
- Exhibit B - Map of road side drains premises (Annex B)
- Exhibit C - List of Minimum resources to be deployed (Annex C)
- Exhibit D - Map of road side drains and Gallies for detailing (Annex D)
- Exhibit E - Letter of Appointment
- Exhibit F - General Conditions of Contracts
- Exhibit G - Special Conditions of Contract
- Exhibit H - Negotiated Award summary (Annex H)
- Exhibit I - Summary of Time Schedule on ward basis (Annex 11 and 11A)
- Exhibit J - Unit rates (Departmental contract) (Annexure V)
- Exhibit K - Area rates (Annexure VI)
- Exhibit L - Rates for providing enhancement and maintenance (Annex VII)
- Exhibit M - List of Input resources (Annex VIII)

WHEREAS the Council desires to continue Solid Waste Management Services in line with the vision of making Colombo a model city in Asia, caring organization looking after interests of citizens and acts with an efficient quality service for creation of safe, healthy and wealthy life.

AND WHEREAS the said Council in view of continuing the said Solid Waste Management Services within the Municipal area of Colombo called for fresh bids for providing Solid Waste Management Services (except collection of garbage from premises) in Municipal District 3 and the said Company forwarded a tender bid dated 19.05.2016.

AND WHEREAS the Municipal Commissioner on behalf of the Council has decided by his decision bearing No. 111 dated 12.07.2016 resolved to accept the said bid of the Company and to award the contract for Providing Solid Waste Management Services within the area (hereinafter referred to as defined as the project area) in the manner more fully described in the exhibits hereto and subject to terms and conditions hereinafter set forth.

AND NOW THEREFORE the parties hereto agree as follows:

1.0 SERVICES

1.1 **SERVICES** During the term of this agreement the Company shall:

- (a) sweep, brush and [redacted] (except [redacted]) including pavements, center islands and road reservation in the Municipal District 3 of the Council once or more depending on the amount of waste available and keep the area free of waste during the whole day.
- (b) Clean and remove garbage, weeds, growths and other waste from all [redacted] regularly.
- (c) remove sand, silt and all other waste from the [redacted] drains on as depicted in Exhibit A inclusive of open and closed drains falling along the lines of road side drains and to coordinate with the Engineer of the Council, if there are any major blockages.
- (d) clean and remove sand, silt, dirt and other wastes from all [redacted] regularly as depicted in Exhibit D and Coordinate with the District Engineer (Drainage) of the Council.

(e) brush and clean all roads including pavements, centre islands, traffic signal lights and roundabouts (normally their edges) and pavements regularly so that there will be no sand or soil on edges.

(f) installation and maintenance of 100 Nos. litter bins

(g) Clean and remove all weeds and unnecessary plants grown along roads, road reservation, side drains, pavements and center islands.

(h) Clean and maintain center islands (which have not been assigned to another party for maintenance) within the area defined herein in a good condition.

(i) Remove all strings or any unnecessary items from stop posts and telecom posts immediately.

(j) Removal of banners: any banners across the road or connected to service posts such as electricity, telecommunication etc should be removed immediately. Authorized banners shall be removed after the permissible period.

1.1.1. The parties hereto agree that the services ought to be performed under this agreement by the company shall subject to the aforementioned terms and conditions herein set forth and more specifically provided in the exhibits attached hereto in a manner consistent with the agreement and are considered good professional practice, and to the satisfaction of the Council.



MUNICIPAL COMMISSIONER

V. K. A. Anura

Municipal Commissioner & Officer

Implementing the Powers and Functions of the
Colombo Municipal Council



P.W.

DIRECTORS

1.2 HOURS: except as otherwise provided herein the solid waste management services in the project area defined herein shall continue throughout the day. The Company also understands to keep the project area clean 24 hours a day as set forth in Exhibit F to this agreement.

1.3 CONTRACTOR'S EMPLOYEES:

1.3.1 The Company shall employ sufficient employees with adequate skills and training as necessary to conduct the services under this agreement under supervision as envisaged in clause 6 of the General Conditions of Contract contained in Exhibit F read in conjunction with Exhibit G all forming part of this agreement.

1.3.2 The Company shall require at all material times of the operation of this agreement to ensure the employees to be courteous, and shall refrain from trespassing, loitering on private property, and shall not meddle and/or tamper with property which does not and should not concern their ordinary course of duty as specifically provided in clause 6 and 7 of the General conditions of contract provided in Exhibit F to this agreement.

1.3.3 The Company understands that the project area falls within a high security zone and that the Company will make all endeavors to deploy reliable workers to expend the services herein and shall ensure every employee performing functions for and on behalf of the Company carry a Company identity and National Identity Card and a clearance from the police department as contained in clause 6 of the General conditions of contract contained in Exhibit F to the agreement.

1.3.4 The Company agrees to install and maintain machines at each area office to mark attendance of employees using the fingerprint and agreed to implement a system wherein each employee will be required to mark attendance twice a day. The register shall be made available to the Authorized officer through the District Engineer every day in the manner

contained in the clause 6 contained in General conditions of contract in Exhibit F to the agreement.

1.3.5 Each employee who is assigned to operate a machine and/or vehicle for the purpose of providing services under this agreement shall be in possession of a valid driving license for the type of vehicle the employee is assigned to drive and as specifically provided in Exhibit B and Exhibit C to this agreement.

1.3.6 The Company agrees to assign its Contract manager/ employees to act on behalf of the Contractor on all matters contained in the agreement. The Contractor shall have control and supervision of Company's employees and ensure strict performance of the duties assigned to and under this agreement as outlined in clause 6 of the General conditions of contract contained in Exhibit F to the agreement.

1.3.7 The Company shall appoint an officer who is to be contacted through 24 hours shift or available medium of communication to be agreed upon.

1.4 EQUIPMENT AND MATERIALS The Contractor shall ensure that unless otherwise expressly provided in the agreement, the Company shall provide all the equipment and materials for the purpose of the services to be provided under this agreement to the Contractor. The list of equipment set forth in Exhibit E and Exhibit C shall be the basis for the Contractor.

1.4.1 The Company shall at all times maintain in a safe, serviceable condition and replace as necessary any or all of the equipment used by the Company in the provision of services defined herein.

1.4.2 The Company shall ensure that the vehicles and equipments used for the purpose of the services defined herein shall be painted.

1.4.3 The Company shall repaint the vehicles and equipments used in connection with the services herein mentioned at least once every year from the commencement of this agreement.

1.4.4 The Company shall prepare and use all material and prepare and use all equipments in a safe manner and to the satisfaction of the Authorized Officer and shall keep on the area and/or premises under proper control and safe keeping.

1.5 OPERATION AND MAINTAINANCE OF THE AREA:

1.5.1 the Company shall in view of the services ought to be rendered under this agreement design and/or develop an operational and maintenance plan including a comprehensive route plan for providing an effective solution for solid waste management services in the project area in compliance with the terms and conditions contained in the agreement herein and more fully described in the exhibits hereto.

1.5.2 Few areas as agreed shall be provided by the Council to store equipment. A designated yard for parking of transport vehicles shall be earmarked by the Company in connection with clause 5 and 11 of the General conditions of Contract contained in Exhibit E to this agreement.

1.5.3 any emergency work and/or services falling within the project area of this agreement shall be forthwith attended by the Company in the manner more fully set forth in clause 15 of the General conditions of contract contained in Exhibit F to this agreement.

1.6 USE OF COUNCIL PREMISES: The Company shall ensure that the neither the Company nor its agents and/or its employees shall engage in any other act or do any other thing within the Council premises and/or any other area owned by the Council for purposes other than required for the performance of the services envisaged under terms and conditions of this agreement and the terms and conditions more fully described in the exhibits to this agreement and in the manner outlined in clause 11 of the General conditions of contract contained in Exhibit E to this agreement.

1.7 HOLIDAY: The parties herein agree that the waste management services in the manner herein shall continue throughout the

contractual period as envisaged by the parties herein and shall not be subjected to any holiday whatsoever.

2.0 PROJECT AREA: The parties to this agreement agree that the services ought to be provided by the Company under this agreement shall be provided to the roads, roundabouts and areas specifically covered by and under this agreement as more fully described in Exhibit A, C, D and E forming part of this agreement.

3.0 OWNERSHIP OF SOLID WASTE: All solid waste within the meaning of this agreement shall not be properly discharged through littering, clandestine disposal and general waste within the parameters of the project area approved by the Council. The collection, transportation and disposal of the solid waste mentioned herein shall not grant the ownership to the Company.

3.1 DISPOSAL SITE: The Company agrees to safely transport the solid waste to a disposal site provided by the Company.

3.2 NEW DISPOSAL SITE: The Company agrees that if the disposal site is closed and a new disposal site is developed at the instigation of the Council and/or otherwise, the Company shall duly inform the said decision to the Council.

4.0 PAYMENT TO COMPANY:

4.1 The payment for services performed pursuant to the agreement herein shall be made by the Council to the Company monthly in accordance with the submissions of the Company's claims in accordance with the exhibits marked H, I and J forming part of this agreement.



MUNICIPAL COMMISSIONER

V. K. A. Anura

Municipal Commissioner & Officer
Implementing the Powers and Functions of the
Colombo Municipal Council


DIRECTORS

4.2 The payment made under this agreement to the Company shall be certified by the Authorized Officer subject to the recommendation of an Engineer of the Council in charge based on a log book, weekly reports and monthly reports.

4.3 The parties to this agreement herein agree that any payment made by and under this agreement to the Company shall be subject to any deductions and penalties for failure to provide services and/or deduction for shortage of resources as outlined in clause 5.0 of the General conditions of Contract contained in Exhibit F read in conjunction with Exhibit J to this agreement.

a. Deduction shall be made from the monthly payment due to the Company according to the following manner, on the failure of the company to deploy agreed resources based on the input percentage shown in Exhibit M.

b. Daily price for providing Basic Solid Waste Management Service in the Project Area will be calculated as 1/30th of the monthly price of Basic Services.

c. Deduction per day for non-deployment of resources will be calculated as follows:

for each tipper (including emergency price) - 1/6 x 0.13 x daily price

for each Tractor with trailer price - 1/4 x 0.04 x daily price

for each loader/ - 0.04 x daily price

For each vacuum Road brushing machine - 0.07 x daily price

For each Gully emptier with jetting and Vacuum - 0.05 x daily price

for each Labour - Man Power 1/221 x
0.05 x daily price

for each Management Personnel 1/16 x
0.05 x daily price

(Site + head office)

4.4 The parties to this agreement agree that deduction shall be made from the monthly payment due to the Company in the manner agreed herein on the Company's failure to deploy the resources agreed herein; based on the input percentage as depicted in Exhibit M to this agreement.

4.5 The Company shall forward the aforementioned claim forms forming Exhibits H, I and J to the Authorized Officer of the Council during the first week of the month after the month under consideration for payment in respect of services and works.

4.6 The Authorized officer shall thereupon issue a certificate certifying the amount properly due in accordance to the these conditions have regard to any adjustments including additions, deductions to be ascertained by the Authorized officer as outlined in both the conditions of contract and special conditions of contract forming Exhibits H and I under this agreement.

5.0 PERFORMANCE SECURITY The Company has submitted a Performance Guarantee No. 03/2015 dated 01/02/15 and issued by Peoples Bank, Town Hall Branch, No. 10, Dharmapala Vayatha, Colombo 07 for the sum of Sri Lanka Rupees Three Million (Rs.3,000,000/-) valid till 01/10/2016 payable on demand for the due performance and fulfillment of the contract performance.

In the event of the Company failing, neglecting or refusing to perform the services and works or if the Company fails to neglects to comply with or violate any of the terms and conditions of this Agreement the Municipal Commissioner shall recover the full amount of the Performance Bond.

6.0 INDEPENDENT CONTRACTOR The Company agree that the Company is a independent contractor and not any employee and/or agent and/or franchisee of the Council. Nothing herein shall be construed as creating partnership, agency, joint venture and/or any other partnership with any analogous meaning whatsoever. The Company, its servants, agents and/or employees shall not represent in any manner whatsoever that it has any relationship with the Council other than that of an independent contractor.

7.0 NON-WAIVER No provision of this agreement shall be considered waived except with the express written consent of the Authorized Officer. Any forbearance or indulgence by Council, its Members,

agents and/or employees shall not constitute a waiver of any covenants and/or conditions contained herein and/or any other exhibit forming part of this agreement.

8.0 LIABILITY & INDEMNITY: The Company will indemnify and save harmless the Council, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys fees to the extent resulting from a willful or negligent act or omission of the Company, its officers, agents, servants, and employees in due performance of this Agreement.

9.0 NOTICE: Notices and communications between the Parties shall be in English Language and shall be sent by registered mail, courier, fax or personal delivery to the other Party. Either Party shall notify the other Party of any change of address.

10.0 GOVERNING LAW AND SETTLEMENT OF DISPUTES: This Agreement shall be governed by laws of territory of Sri Lanka. Both Parties agree to settle amicably all disputes related to this Agreement. Failing an amicable understanding of any dispute between the Parties, any party shall have the right to recourse to the District Court and/or Commercial High Court as the case may require.

11.0 SEVERABILITY

In any event provisions in this indenture shall be found to be invalid, illegal or unenforceable by a superseding enactment of law, by an order of a competent authority or an administrative body, shall not in any way effect and/or impair thereby and such provisions shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

The parties hereby agree to attempt to substitute any invalid or unenforceable clause by an unforeseen superseding event as above with a valid and/or enforceable clause keeping in mind the economic, legal and commercial objectives of the parties at the time signing of this agreement.

12.0 AMENDMENTS

Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This agreement may not be released, discharged, supplemented, interpreted, varied, modified in any manner except by an instrument in writing signed by a duly authorized officer and/or representative of the parties herein.

13.0 TERMINATIONS:

13.1 If the Company is found to be in breach of the conditions contained in the General Conditions of Contract and/or Special Conditions of Contract specifically referred to in this agreement by explicit reference to Exhibits A and C or:

13.2 becomes bankrupt, liquidator, or makes a composition with the creditors, or has a proposal in respect of its Company for voluntary arrangement for a composition of debt or any other analogous scheme in accordance with the Companies Act No. 71 of 2007 or

13.3 If the Company fails, neglects or refuses to perform the said services and works or if the Company fails or neglects to comply with or violate any of the terms and conditions of this Agreement, the Council shall reserve right to have the rightful authority to terminate the agreement contained herein by giving three (03) calendar month notice in the prescribed form agreed by parties herein to the Company.



MUNICIPAL COMMISSIONER

V. K. A. Anura


Municipal Commissioner & Officer
Implementing the Powers and Functions of the
Colombo Municipal Council



DIRECTORS



IN WITNESS WHEREOF the said Council and the said Company Abans Environmental Services (Pvt.) Ltd and have affixed their Common Seals respectively hereunto and to three others of the same tenor and date as these presents at Colombo on this Ninth (09th) day of November, Two Thousand and Sixteen (2016).

Common Seal of the Municipal Council of Colombo is hereto affixed in the presence of Vithana Kuruppu Arachchige Anura the Municipal Commissioner who is also vested with powers of the Colombo Municipal Council in terms of Section 286A of the Municipal Councils Ordinance of the said Council who doth hereby attest the sealing hereof.


MUNICIPAL COMMISSIONER

V.K.A. Anura
Municipal Commissioner & Officer
Implementing the Powers and Functions of the
Colombo Municipal Council

Witnesses

1. 
2. 


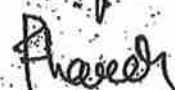
The Common Seal of the Abans Environmental Services (Private) Limited is hereto affixed in the presence of Mr. Phiroze Kevin Pestonjee (NIC No.63169444V) and Mr. Narendre Nath Perera (NIC No.461930948V) the Directors of the said Company who do hereby attest the sealing hereof.


PW



DIRECTORS

Witnesses

1. 
2. 

On this Ninth (09th) Day of November, 2016

Legal Department
Colombo Municipal Council
Town Hall,
Colombo-07.

SERVICE AGREEMENT

NO: 74/2015

(SOLID WASTE MANAGEMENT)

District - 2A (Fort and Pettah)

BY AND BETWEEN

THE MUNICIPAL COUNCIL OF COLOMBO

'And'

ABANS ENVIRONMENTAL SERVICES (PVT) LTD

'On'

23.10.2015



The agreement contained herein is made and entered in to at Colombo in the Democratic Socialist Republic of Sri Lanka on the Twenty Third (23rd) day of October in the year Two Thousand Fifteen (2015) by and between;

The Municipal Council of Colombo a body corporate duly incorporated under the Municipal Council Ordinance (Chapter 252) and having its principal office at Town Hall Colombo - 07 (hereinafter sometimes called and referred to as 'THE COUNCIL' which term or expression as herein used shall wherever the context so requires or admits mean and include the said Municipal Council of Colombo its successor or successors in office) of the One Part.

And

Abans Environmental Services (Private) Ltd, a Company duly incorporated under the Companies Act No. 07 of 2007 of the Democratic Socialist Republic of Sri Lanka under Registration No. P.V 8796 and having its Registered Office and/or principal place of business at NO. 141, Kirula Road, Colombo 5 (hereinafter sometimes called and referred to as 'THE COMPANY' which term or expression as herein used shall wherever the context so requires or admits mean and include the said Abans Environmental Services (Private) Ltd and its successors and assigns) of the Other Part.

The parties herein agree to perform the obligation by and under the agreement in the manner defined herein under for a 4 (four) year period, commencing on the 1st September 2015 (hereinafter referred to as the 'commencement date') and ending on the 31st August 2019 (hereinafter referred to as 'expiration date')

This AGREEMENT includes the following documents, all which are incorporated by reference. All the documents referred to Exhibit A-O will be considered as part and parcel of this agreement.

Exhibit A	List of Roads and Details of Road side drains for cleaning (Annexure 1)
Exhibit B	List of Roundabouts (Annexure 1A)
Exhibit C	General Details (Annexure 1B)
Exhibit D	List of main roads and List of Minimum resources to be deployed (Annexure 1C)
Exhibit E	Labour Distribution Plan
Exhibit F	Letter of Acceptance
Exhibit G	General Conditions of Contracts
Exhibit H	Special Conditions of Contract
Exhibit I	Technical Proposal (annexure VIII) Section A
Exhibit J	Negotiated Grand Summary (Annexure V A)
Exhibit K	Summary of Price Schedule (Annexure IV)
Exhibit L	Unit rates (Departmental estimate (Annexure VI)
Exhibit M	Area maps (Annexure VII)
Exhibit N	Breakdown of input resources (Annexure X)
Exhibit O	Rates for providing enhancement Services annexure (Annexure IX)

WHEREAS the Council desires to continue the provision of solid waste management services in line with the vision of making Colombo a model city in Asia, caring organization looking after interests of citizens and users with an efficient quality service for creation of safe, healthy and wealthy life.

AND WHEREAS the said Council in view of continuing the said solid waste management services within the municipal area of Colombo called for fresh bids for providing solid waste management services in Municipal District 2A (Fort and Pettah) and the said Company forwarded a bid dated 06.06.2013.

AND WHEREAS the Council by its resolution No. 1158 dated 30.06.2015 resolved to accept the said bid of the Company and to award the contract for providing solid waste management services within the Municipal District 05 (hereinafter referred to as defined as the 'project area') in the manner morefully described in the exhibits hereto and subject to terms and conditions and hereinafter set forth.

AND NOW THEREFORE the parties hereto agree as follows;

1.0 SERVICES

1.1 SERVICES During the term of this agreement the Company shall;

- (a) sweep, clean, remove all waste from all roads (except private roads) including pavements, center islands and road reservation and in the Municipal District 2A (Fort and Pettah) of the Council once or more depending on the amount of waste available and keep the areas free of waste during the whole day.
- (b) Collection of garbage from premises
- (c) clean and remove garbage, weeds, growths and other waste from all roadsides drains regularly.
- (d) remove of sand, silt and all other waste from the side drains on selected roads as depicted in annesure 1 and 1B inclusive of open and closed drains falling along the lines of road side drains and to coordinate with the engineer of the Council, if there are any major blockages.
- (e) brush and clean all roads including pavements, centre islands, traffic signal lights and roundabouts (normally their edges) and pavements regularly so that there will be no sand or soil on edges.
- (f) installation and maintain 100 Nos. litter bins
- (g) clean and remove all weeds and unnecessary plants grown along roads, road reservations, side drains, pavements and center islands.
- (h) Clean and maintain center islands (which have not been assigned to another party/parties for maintenance) within the area defined herein in a good condition.

(i) remove all strings or any unnecessary items hanging and all posters appearing at public place such as parapet walls, lamp posts and telecom posts feeder pillars etc., except public notice boards immediately.

(j) removal of banners: any banners across the road or connected to service posts such as electricity, telecommunication etc should be removed immediately. Authorized banners shall be removed after the permissible period.

1.1.1 The parties hereto agree that the services ought to be performed under this agreement by the Company shall subject to the aforementioned terms and conditions herein set forth and further as more specifically provided in the exhibits attached hereto, in a manner consistent with the agreement and are considered good professional practice, and to the satisfaction of the Council.

1.2 **HOURS:** except as otherwise provided herein the solid waste management services in the project area defined herein shall continue throughout the day. The Company also understands that in exceptional circumstances as reasonably determined by parties herein to keep clean an existing route 24 hours a day as set forth in exhibit G to this agreement.


1.3 **CONTRACTOR'S EMPLOYEES:**

1.3.1 the Company shall employ sufficient employees with adequate skills and training as necessary to conduct the services under this agreement under supervision as envisaged in clause 6 of the general terms and conditions contained in exhibit G read in conjunction with exhibit I all forming part of this agreement.

1.3.2 The Company shall require at all material times of the operation of this agreement to ensure the employees to be courteous, and shall refrain from trespassing, loitering on private property and shall not meddle and/or tamper with property which does not and should not concern their ordinary course of duty as specifically provided in clause 6 and 7 of the general terms and conditions provided in exhibit G to this agreement.


MAYOR


MUNICIPAL COMMISSIONER

PW

DIRECTORS

- 1.3.3 The Company shall ensure every employee deployed by the Company to perform the services by and under the agreement on the selected main roads as depicted in exhibit C shall not exceed the age limit of 50.
- 1.3.4 The Company shall submit the list of the names of its 234 Labourers and 16 Managers and Supervisors deployed by the Company to perform the services by and under the agreement before commencement of this agreement for identification purposes and if any name should be changed then that to be informed to the Council immediately.
- 1.3.5 The Company understands that the project area falls within a high security zone and that the Company will make all endeavors to deploy reliable workers to expend the services herein and shall ensure every employee performing functions for and on behalf of the Company carry a Company Identity Card and National Identity Card and a clearance from the police department as contained in clause 6 of the general terms and conditions contained in exhibit G to the agreement.
- 1.3.6 The Company agrees to install and maintain machines at each area office to mark attendance of employees using the fingerprint and agree to implement a system wherein each employee will be required to mark attendance twice a day. The register shall be made available to the authorized officer through the district engineers every day in the manner stated in clause 6 contained in general terms and conditions in exhibit G and in exhibit I to the agreement.
- 1.3.7 Each employee who is assigned to operate a machine and/or vehicle for the purpose of providing services under this agreement shall be in possession of a valid driving license for the type of vehicle the employee is assigned to drive and as specifically provided in exhibit G and in exhibit I to this agreement.
- 1.3.8 The Company agrees to appoint a "Contract manager" empowered to act on behalf of the Company on all matters contained in the agreement herein inclusive of control and supervision of Company's employees to ensure strict performance of the duties arising by and under this agreement as outlined in clause 7 of the general terms and conditions contained in exhibit G to this agreement.
- 1.3.9 The Company shall appoint an officer and/or Office to be contacted through 24 hours a day via a suitable medium of communication to be agreed by parties.

1.4 **EQUIPMENT AND MATERIAL;** the Company shall ensure that unless otherwise expressly provided in the contract herein, the Company shall provide necessary vehicles, equipments for the purpose of use and performance of services arising by and under this agreement to the satisfaction of the Council set forth in exhibit G and exhibit I explicitly provided herein under,

1.4.1 the Company shall at all times material to this agreement maintain in a safe, serviceable and clean condition and replace as necessary any or all of vehicle, equipment use by the Company in the provision of services defined herein.

1.4.2 the Company shall ensure that the vehicles and other equipments for the purpose of the services defined herein shall be painted.

1.4.3 the Company shall re paint the vehicles and machinery used in connection with the services herein mentioned at least once every year from the commencement of this agreement.

1.4.4 the Company shall prepare and use all materials and prepare and use equipments in a safe manner and to the satisfaction of the authorized officer and shall keep on the area and/or premises under proper control and safe keeping.

1.4.5 the Company shall not use vehicles and machinery used in connection with the services herein mentioned which has been in existence for more than 2 years from the date of manufacture.

1.4.6 the Company shall register all vehicles and machinery used in its name.

1.5 **OPERATION AND MAINTAINANCE OF THE AREA;**

1.5.1 the Company shall in view of the services ought to be rendered under this agreement design and/or develop an "operational and maintenance" plan including a comprehensive route plan for providing an effective solution for solid waste management services in the project area in compliance with the terms and conditions contained in the agreement herein and more fully described in the exhibits hereto.

1.5.2 Few areas as agreed shall be provided by the Council to store equipment. Designated yard for parking of transport vehicles shall be earmarked by the Company in connection with clause 6 to 13 of the general terms and conditions contained in exhibit G to this agreement.

- 1.5.3 any emergency work and/or services falling within the project area of this agreement shall be forthwith attended by the Company in the manner more fully set forth in clause 15 of the general terms and conditions contained in exhibit G to this agreement.
- 1.6 **USE OF COUNCIL PREMISES;** The Company shall ensure that neither the Company nor its agents and/or its employees shall engage in any other act or do any other thing within the council premises and/or any other area owned by the council for purposes other than required for the performance of the services envisaged under terms and conditions of this agreement and the terms and conditions more fully described in the exhibits to this agreement and in the manner outlined in clause 11 of the general terms and conditions contained in exhibit G to this agreement.
- 1.7 **HOLIDAY;** The parties herein agree that the waste management services in the manner herein shall continue throughout the contractual period as envisaged by the parties herein and shall not be subjected to any holiday whatsoever.
- 2.0 **PROJECT AREA;** The parties to this agreement agree that the services ought to be provided by the Company under this agreement shall be provided to the roads, roundabouts and area's specifically covered by and under this agreement as more fully described in exhibits A, B, C, D, E and M forming part of this agreement.
- 3.0 **OWNERSHIP OF SOLID WASTE;** all solid waste within the meaning of this agreement which is improperly discharged through littering, clandestine disposal and/or general waste within the parameters of the project area are owned by the Council. The collection, transportation and disposal of the solid waste mentioned herein shall not grant the ownership to the Company.
- 3.1 **DISPOSAL SITE;** The Company agrees to safely transport the solid waste to a disposal site provided by the Council sufficiently prior to the commencement of the disposal of waste.
- 3.2 **NEW DISPOSAL SITE;** The Company agrees that, if the disposal site is closed and a new disposal site is developed at the instigation of the Council and/or otherwise, the Council shall duly inform the said decision to the Company.
- 3.3 **Company Agrees to provide enhance services as provided in Exhibit O (Annexure IX).**

4.0

PAYMENT TO COMPANY;

- 4.1 The payment for services performed pursuant to the agreement herein shall be made by the Council to the Company monthly in accordance with the submissions of the Company's claims in accordance with the exhibits marked J, K and L forming part of this agreement.
- 4.2 The payment made under this agreement to the Company shall be certified by the authorized officer subject to the recommendation of an engineer of the Council in charge based on records.
- 4.3 The parties to this agreement herein agree that any payment made by under this agreement to the Company shall be subject to any deductions penalties for failure to provide services and/or deduction for shortage of resources as outlined in clause 6.0 of the general terms and conditions contained in exhibit G read in conjunction with exhibit L to this agreement.
- a. Deduction shall be made from the monthly payment due to the Company, according to the following manner, on the failure of the company to deploy agreed resources: based on the input percentage shown in Annexure X.
 - b. Daily price for providing Basic Solid Waste Management Service in the Project Area will be calculated as 1/30th of the monthly price of Basic Services.
 - c. Deduction per day for non- deployment of resource will be calculated as follows:

for each press pack compactor	- 1/12 x 0.4 x daily price
for each tipper (Including emergency tipper)	- 1/5 x 0.12 x daily price
for each Tractor with trailer	- 1/5 x 0.12 x daily price
for each loader/	- 1/5 x 0.12 x daily price
for each poster removed machine	- 1/5 x 0.12 x daily price
for each Labour - Man Power	- 1/234 x 0.40 x daily price
for each Management Personnel (Site + head office)	- 1/16 x 0.04 x daily price

4.4 The parties to this agreement agree that deduction shall be made from the monthly payment due to the Company in the manner agreed herein on the Company's failure to deploy the resources agreed herein, based on the input percentage as depicted in exhibit N to this agreement.

4.5 The Company shall forward the aforementioned claim forms forming exhibits J, K and L to the authorized officer of the Council during the first week of the month after the month under consideration for payment in respect of services and works.

4.6 The Authorized officer shall thereupon issue a certificate certifying the amount properly due in accordance to the these conditions have regards to the any adjustments including additions, deductions to be ascertained by the Authorized officer as outlined in both general terms and conditions and special conditions of contract forming exhibits G and H under this agreement.

5 **PERFORMANCE SECURITY** The said Company has submitted a Performance Bond No. 3029 2132 8944 dated 16.07.2015 and issued by Sampath Bank, Head Office at No.110, Sir James Peiris Mawatha, Colombo 02 for the sum of Sri Lankan Rupees Six Million (Rs.6,000,000/-) valid till 01.10.2019 payable on demand for the due performance and fulfillment of the said performance.

In the event of the Company failing, neglecting or refusing to perform the supply/ services and works or if the Contractor fails or neglects to comply with or violate any of the terms and conditions of this Agreement the Municipal Commissioner shall recover the full amount of the Performance Bond.

6 **INDEPENDENT CONTRACTOR**: The Company agrees that the Company is an 'independent contractor' and not any employee and/or agent and/or franchisee of the Council. Nothing herein shall be construed as creating partnership, agency, joint venture and/or any other partnership with any analogous meaning whatsoever. The Company, its servants, agents and/or employees shall not represent in any manner howsoever that it has any relationship with the Council other than that of an independent contractor.

7 **NON-WAIVER:** No provision of this agreement shall be considered waived except with the express written consent of the authorized officer. Any forbearance or indulgence by council, its members, agents and/or employees shall not constitute a waiver of any covenants and/or conditions contained herein and/or any other exhibit forming part of this agreement.

8 **LIABILITY & INDEMNITY:** The Company will indemnify and save harmless the Council, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees to the extent resulting from a willful or negligent act or omission of the Company, its officers, agents, servants, and employees in due performance of this Agreement.

9 **NOTICE:** Notices and communications between the Parties shall be in English Language and shall be sent by registered mail, courier, fax or personal delivery to the other Party. Either Party shall notify the other Party of any change of address.

10 **GOVERNING LAW AND SETTLEMENT OF DISPUTES** This Agreement shall be governed by laws of territory of Sri Lanka. Both Parties agree to settle amicably all dispute related to this Agreement. Failing an amicable understanding of any dispute between the Parties, any party shall have the right to recourse to the District Court and/or Commercial High Court as the case may require.

11 **SEVERABILITY**

In any event provisions in this indenture shall be found to be invalid, illegal or unenforceable by a superseding enactment of law, by an order of a competent authority or an administrative body, shall not in any way effect and/or impair thereby and such provisions shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

The parties hereby agree to attempt to substitute any invalid or unenforceable clause by an unforeseen superseding event as above with a valid and/or enforceable clause keeping in mind the economic, legal and commercial objectives of the parties at the time of signing of this agreement.

12 AMENDMENT(S)

Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This agreement may not be released, discharged, supplemented, interpreted, varied, modified in any manner except by an instrument in writing signed by a duly authorized officer and/or representative of the parties hereto.

13 TERMINATIONS:

13.1 If the Company is found to be in breach of the conditions contained in the General Conditions of Contract and/or Special Conditions of Contract specifically referred to in this agreement by explicit reference to exhibits G and H or,

13.2 If the Company becomes bankrupt, and/or makes a composition with the creditors, or has a proposal in respect of its Company for voluntary arrangement for a composition of debt or any other analogous scheme in accordance with the Companies Act No. 7 of 2007 or

13.3 If the Company fails, neglects or refuses to perform the said services and works or if the Company fails or neglects to comply with or violate any of the terms and conditions of this Agreement, The Council shall reserve right to have the rightful authority to terminate the agreement contained herein by giving One (1) calendar month notice in the prescribed form agreed by parties herein to the Company.

13.4 If a penalty is imposed on the Company for more than Rs.500,000/- per month for consecutive three months for failure to perform the contract properly then the Council reserve right to terminate the agreement immediately.

IN WITNESS WHEREOF the Common Seals of the Colombo Municipal Council and the said Abans Environmental Services (Private) Limited have been affixed hereunto and to three others of the same tenor and date of these presents at Colombo on this Twenty Third (23rd) day of October, Two Thousand Fifteen (2015):

Common Seal of the Municipal Council of Colombo is hereto affixed in the presence
Ahamed Jamaldeen Mohamed Musammi,
The Mayor and Vithana Kuruppu Arachchige
Anura the Municipal Commissioner of the
said Council who do hereby attest the sealing hereof.





MAYOR



MUNICIPAL COMMISSIONER

Witnesses

1. 
2. 

The Common Seal of the Abans Environmental Services (Private) Limited is hereto affixed in the presence of Mr. Phiroze Kevin Pestonjee (NIC No.63169444V) and Mr. Narendra Nath Perera (NIC No.461930948V) the Directors of the said Company who do hereby attest the sealing hereof.



DIRECTORS

Witnesses

1. 
2. 

On this 23rd Day of October, 2015.

Legal Department
Colombo Municipal Council
Town Hall
Colombo 07

ME/SWM/D2A/2014
ME/ME/SW/33/2014
Sec/CI/105/2015
MLD/144/2015

SERVICE AGREEMENT

NO: 28/2016

(SOLID WASTE MANAGEMENT)

District - 2A (Except Fort and Pettah)

BY AND BETWEEN

THE MUNICIPAL COUNCIL OF COLOMBO

'And'

CAREKLEEN (PVT) LTD

'On'

10.02.2016

The agreement contained herein is made and entered into at Colombo in the Democratic Socialist Republic of Sri Lanka on the Tenth (10th) day of February in the year Two Thousand Sixteen (2016) by and between,

The Municipal Council of Colombo a body corporate duly incorporated under the Municipal Council Ordinance (Chapter 252) and having its principal office at Town Hall Colombo - 07 (hereinafter sometimes called and referred to as 'THE COUNCIL' which term or expression as herein used shall wherever the context so requires or admits mean and include the said Municipal Council of Colombo its successor or successors in office) of the One Part.

And

Careklean (Private) Ltd, a Company duly incorporated in Sri Lanka under the Companies Act No. 07 of 2007 of the Democratic Socialist Republic of Sri Lanka under Registration No. PV 10698 and having its Registered Office at No. 96A, Dutigemuna Street, Kohuwela, Dehiwela in the said Republic of Sri Lanka (hereinafter sometimes called and referred to as 'THE COMPANY' which term or expression as herein used shall wherever the context so requires or admits mean and include the said Careklean (Private) Ltd and its successors and assigns) of the Other Part.

The parties herein agree to perform the obligation by and under the agreement in the manner defined herein under for a 4 (four) year period, commencing on the 1st July, 2015 (hereinafter referred to as the 'commencement date') and ending on the 30th June, 2019 (hereinafter referred to as 'expiration date').

This AGREEMENT includes the following documents, all which are incorporated by reference. All the documents referred to Exhibit A-N will be considered as part and parcel of this agreement.

- Exhibit A List of Roads (Annexure I) and List of Roads side drains for cleaning
- Exhibit B List of Roundabouts (Annexure IA)
- Exhibit C List of Public toilets to be cleaned (Annexure IB)
- Exhibit D List of Main Roads (Annexure IC) and List of Minimum resources to be deployed (Annexure IC)
- Exhibit E Letter of Acceptance
- Exhibit F General Conditions of Contract
- Exhibit G Special Conditions of Contract
- Exhibit H Technical Proposal (Annexure III) Section A
- Exhibit I Negotiated Grand Summary (Annexure IV A)
- Exhibit J Summary of Price Schedule (Annexure II)
- Exhibit K Unit rates (Departmental estimate) (Annexure V)
- Exhibit L Area maps (Annexure VI) and action plan
- Exhibit M Breakdown of input resources (Annexure X)
- Exhibit N Rates for providing enhancement Services annexure (Annexure IX)

WHEREAS the Council desires to continue the provision of Solid Waste Management Services in line with the vision of making Colombo a model city in Asia, caring organization looking after interests of citizens and users with antiefficient quality services for creation of safe, healthy and wealthy life.

AND WHEREAS the said Council in view of continuing the said Solid Waste Management Services within the Municipal area of Colombo called for fresh bids for Providing Solid Waste Management Services in Municipal District 2A (Except Fort and Pettah) and the said Company forwarded a bid dated 21.04.2014.

AND WHEREAS the Council by its resolution No 12045 dated 20.04.2015 with resolution No.1678 dated 28.05.2015 resolved to accept the said bid of the Company and to award the contract for Providing Solid Waste Management Services within the Municipal District 2A (Except Fort and Pettah) (hereinafter referred to as defined as the

'Project area') in the manner morefully described in the exhibits hereto and subject to terms and conditions and hereinafter set forth.

AND NOW THEREFORE the parties hereto agree as follows:

1.0 SERVICES

1.1 SERVICES During the term of this agreement the Company shall:

- (a) sweep, brush and remove all waste from all roads (except private roads) including pavements, center islands and road reservation within the Municipal District 2A (Except Fort and Pettah) of the Council once or more depending on the amount of waste available and keep the areas free of waste during the whole day.
- (b) Collection of garbage from all premises.
- (c) clean and remove garbage, weeds, growths and other waste from roadsides drains regularly.
- (d) remove of sand, silt and all other waste from the side drains on selected roads as depicted in Annexure 1 and 1C inclusive of open and closed drains falling along the lines of road side drains and to coordinate with the Engineer of the Council, if there are any major blockages.
- (e) brush and clean all roads including pavements, centre islands, traffic signal lights and roundabouts (normally their edges) regularly so that there will be no sand or soil on edges.
- (f) Installation and maintenance the 100 Numbers of litter bins
- (g) clean and remove all weeds and unnecessary plants grown along roads, road reservations, side drains, pavements and center islands.
- (h) Clean and maintain center islands (which have not been assigned to another party/parties for maintenance) within the area defined herein in a good condition.
- (i) remove all strings or any unnecessary items from lamp posts and telecom posts immediately and remove posters appearing at Public places except public notice boards immediately.
- (j) removal of banners: any banners across the road or connected to service posts such as electricity, telecommunication etc should be removed immediately. Authorized banners shall be removed after the permissible period.

1.1.1 The parties hereto agree that the services to be performed under this agreement by the Company shall be subject to the aforementioned terms and conditions herein set forth and further as more specifically provided in the exhibits attached hereto, in a manner consistent with the agreement and are considered good professional practice, and to the satisfaction of the Council.

1.2 **HOURS:** except as otherwise provided herein the solid waste management services in the project area defined herein shall continue throughout the whole day. The Company also understands to keep the project area clean 24 hours a day as set forth in exhibit F to this agreement.

1.3 **CONTRACTOR'S EMPLOYEES:**

1.3.1 the Company shall employ sufficient employees with adequate skills and training as necessary to conduct the services under this agreement under supervision as envisaged in clause 7 of the General conditions of contract contained in exhibit F read in conjunction with exhibit G all forming part of this agreement.

1.3.2 The Company shall require at all material times of the operation of this agreement to ensure the employees to be courteous and shall refrain from trespassing, loitering on private property and shall not meddle and/or tamper with property which does not and should not concern their ordinary course of duty as specifically provided in clause 7 and 8 of the General conditions of contract provided in exhibit K to this agreement.

1.3.3 The Company shall ensure every employee deployed by the Company to perform the services by and under the agreement on the selected main roads as depicted in exhibit D shall not exceed the age limit of 50.

1.3.4 The Company understands that the project area falls within a high security zone and that the Company will make all endeavors to deploy reliable workers to expend the services herein and shall ensure every employee performing functions for and on behalf of the Company carry a Company Identity Card and National Identity Card and a clearance from the police department as contained in clause 7 and 8 of the General conditions of contract contained in exhibit K to the agreement.


MAYOR


MUNICIPAL COMMISSIONER


DIRECTORS

- 1.3.5 The Company agrees to install and maintain machines at each area office to mark attendance of employees using the fingerprint and agree to implement a system wherein each employee will be required to mark attendance twice a day. The register shall be made available to the authorized officer through the District Engineer every day in the manner stated in clause 7 contained in General conditions of Contract in exhibit F and in exhibit G to the agreement.
- 1.3.6 Each employee who is assigned to operate a machine and/or vehicle for the purpose of providing services under this agreement shall be in possession of a valid driving license for the type of vehicle the employee is assigned to drive and as specifically provided in exhibit F and in exhibit G to this agreement.
- 1.3.7 The Company agrees to appoint a "Contract manager" empowered to act on behalf of the Company on all matters contained in the agreement herein inclusive of control and supervision of Company's employees to ensure strict performance of the duties arising by and under this agreement as outlined in clause 8 of the General conditions of contract contained in exhibit F to this agreement.
- 1.3.8 The Company shall appoint an officer and/or Office to be contacted through 24 hours a day via a suitable medium of communication to be agreed by parties.
- 1.4 **EQUIPMENT AND MATERIAL;** the Company shall ensure that unless otherwise expressly provided in the contract herein, the Company shall provide all necessary vehicles, equipments for the purpose of use and performance of the services arising by and under this agreement to the satisfaction of the Council as set forth in exhibit D, Exhibit F and exhibit H explicitly provided herein under;
- 1.4.1 the Company shall at all times material to this agreement maintain in a safe, serviceable and clean condition and replace as necessary any or all of the vehicle, equipment and material use by the Company in the provision of services defined herein.
- 1.4.2 the Company shall ensure that the vehicles and equipments used for the purpose of the services defined herein shall be painted.
- 1.4.3 the Company shall re paint the vehicles and machinery used in connection with the services herein mentioned at least once every year from the commencement of this agreement.

1.4.4 the Company shall prepare and use all materials and prepare and use all equipments in a safe manner and to the satisfaction of the authorized officer and shall keep on the area and/or premises under proper control and safe keeping.

1.4.5 The Company shall not use vehicles and machinery in connection with the services herein mentioned which has been in existence for more than 5 years from the date of manufacture.

1.4.6 All vehicles and machinery which is used and which is to be used for the services herein mentioned shall be registered in the name of the Company.

1.5 OPERATION AND MAINTAINANCE OF THE AREA:

1.5.1 the Company shall in view of the services ought to be rendered under this agreement design and/or develop an "operational and maintenance" plan including a comprehensive route plan for providing an effective solution for solid waste management services in the project area in compliance with the terms and conditions contained in the agreement herein and more fully described in the exhibits hereto.

1.5.2 Few area offices as agreed shall be provided by the Council to store equipments. A designated yard for parking of garbage vehicles shall be earmarked by the Company in connection with clause 6 to 13 of the General conditions of Contract contained in exhibit F to this agreement.

1.5.3 Any emergency work and/or services falling within the project area of this agreement shall be forthwith attended by the Company in the manner more fully set forth in clause 16 of the General conditions of Contract contained in exhibit F to this agreement.

1.6 USE OF COUNCIL PREMISES; The Company shall ensure that neither the Company nor its agents and/or its employees shall engage in any other act or do any other thing within the Council premises and/or any other area owned by the Council for purposes other than required for the performance of the services envisaged under terms and conditions of this agreement and the terms and conditions more fully described in the exhibits to this agreement and in the manner outlined in clause 12 of the General conditions of Contract contained in exhibit F to this agreement.

1.7 HOLIDAY; The parties herein agree that the waste management services in the manner herein shall continue throughout the contractual period as envisaged by the parties herein and shall not be subjected to any holiday whatsoever.

- 2.0 **PROJECT AREA:** The parties to this agreement agree that the services ought to be provided by the Company under this agreement shall be provided to the roads, premises, roundabouts and areas specifically covered by and under this agreement as more fully described in exhibits A, B, C, D, and L forming part of this agreement.
- 3.0 **OWNERSHIP OF SOLID WASTE:** all solid waste within the meaning of this agreement which is discharged through littering, clandestine disposal and/or general waste within the parameters of the project area are owned by the Council. The collection, transportation and disposal of the solid waste mentioned herein shall not grant the ownership to the Company.
- 3.1 **DISPOSAL SITE:** The Company agrees to safely transport the collected solid waste to a disposal site provided by the Council.
- 3.2 **NEW DISPOSAL SITE:** The Company agrees that, if the disposal site is closed and a new disposal site is developed at the instigation of the Council and/or otherwise, the Council shall duly inform the said decision to the Company.
- 3.3 Company Agrees to provide enhance services as provided in exhibit N (Annexure IX).
- 4.0 **PAYMENT TO COMPANY:**
- 4.1 The Council shall pay the amounts monthly paid to the previous contractor for providing Solid Waste Management services for District 2A (except Fort and Pettah) until all conditions are fulfilled by the Company which is contained in Exhibit B to this agreement.
- 4.2 The payment for services performed pursuant to the agreement herein shall be made by the Council to the Company monthly in accordance with the submissions of the Company's claims in accordance with the exhibits marked H, I, J and K forming part of this agreement.
- 4.3 The payment for the technical proposal (Annexure VIII) in section A will be based on the rate derived by applying 5.04 % discount to the original courted rated for each and every item (refer exhibits H and exhibits I).
- 4.4 The payment made under this agreement to the Company shall be certified by the Authorized Officer subject to the recommendation of an Engineer in charge of the Council based on log book, weekly reports and monthly reports.
- 4.5 The parties to this agreement herein agree that any payment made by and under this agreement to the Company shall be subject to any deductions and penalties

for failure to provide services and/or deduction for shortage of resources as outlined in clause 6.6 of the General conditions of Contract (in contained in exhibit F read in conjunction with exhibit K to this agreement)

- a. Deduction shall be made from the monthly payment due to the Company, according to the following manner, on the failure of the company to deploy agreed resources based on the input percentage shown in exhibit M.
- b. Daily price for providing Basic Solid Waste Management Service in the Project Area will be calculated as 1/30th of the monthly price of Basic Services.
- c. Deduction per day for non-deployment of resource will be calculated as follows:

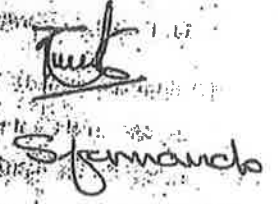
for each press-pack compactor	-1/11 x 0.2 x daily price
for each tipper	-1/3 x 0.06 x daily price
for each Tractor with trailer	-0.06 x daily price
for each loader	-0.06 x daily price
for each poster removal machine	0.02 x daily price
for each Labour - Man Power	-1/258 x 0.65 x daily price
for each Management Personnel (Site + head office)	-1/12 x 0.03 x daily price

4.6 The parties to this agreement agree that deduction shall be made from the monthly payment due to the Company in the manner agreed herein on the Company's failure to deploy the resources agreed therein based on the input percentage as depicted in exhibit M to this agreement.

4.7 The Company shall forward the aforementioned claim forms forming exhibits H, I, J and K to the Authorized Officer of the Council during the first week of the month after the month under consideration for payment in respect of services and works.


MAYOR


MUNICIPAL COMMISSIONER


DIRECTORS

4.8 The Authorized officer shall thereupon issue a certificate certifying the amount properly due in accordance to these conditions have regards to any adjustments including additions, deductions to be ascertained by the Authorized officer as outlined in both General conditions of Contract and special conditions of contract forming exhibits F and G under this agreement.

5 **PERFORMANCE SECURITY** The said Company has submitted a Performance Bond No. 2015/KOL/GTN/150 dated 10.08.2015 and issued by Commercial Bank of Ceylon PLC, Kollupaya Branch at No.285, Galle Road, Colombo 03 for the sum of Sri Lankan Rupees Six Million (Rs.5,000,000/-) valid till 29th day of July 2019 payable on demand for the due performance and fulfilment of the said performance.

In the event of the Company failing, neglecting or refusing to perform the services and works or if the Company fails or neglects to comply with or violate any of the terms and conditions of this Agreement the Municipal Commissioner shall recover the full amount of the Performance Bond.

6 **INDEPENDENT CONTRACTOR:** The Company agrees that the Company is an 'independent contractor' and not any employee and/or agent and/or franchisee of the Council. Nothing herein shall be construed as creating partnership, agency, joint venture and/or any other partnership with any analogous meaning whatsoever. The Company, its servants, agents and/or employees shall not represent in any manner howsoever that it has any relationship with the Council other than that of an independent contractor.

7 **NON-WAIVER:** No provision of this agreement shall be considered waived except with the express written consent of the Authorized Officer. Any forbearance or indulgence by Council, its Members, agents and/or employees shall not constitute a waiver of any covenants and/or conditions contained herein and/or any other exhibit forming part of this agreement.

8 **LIABILITY & INDEMNITY:** The Company will indemnify and save harmless the Council, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees to the extent resulting from a willful or negligent act or omission of the Company, its officers, agents, servants, and employees in due performance of this Agreement.

9 **NOTICE:** Notices and communications between the Parties shall be in English Language and shall be sent by registered mail, courier, fax or personal delivery to the other Party. Either Party shall notify the other Party of any change of address.

10. GOVERNING LAW AND SETTLEMENT OF DISPUTES. This Agreement shall be governed by laws of territory of Sri Lanka. Both Parties agree to settle amicably all dispute related to this Agreement. Failing an amicable understanding of any dispute between the Parties, any party shall have the right to recourse to the District Court and/or Commercial High Court as the case may require.

11. SEVERABILITY

In any event provisions in this indenture shall be found to be invalid, illegal or unenforceable by a superseding enactment of law, by an order of a competent authority or an administrative body, shall not in any way effect and/or impair hereby and such provisions shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

The parties hereby agree to attempt to substitute any invalid or unenforceable clause by an unforeseen superseding event as above with a valid and/or enforceable clause keeping in mind the economic, legal and commercial objectives of the parties at the time of signing of this agreement.

12. AMENDMENT(S)

Except as expressly amended hereby, the Indenture as in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This agreement may not be released, discharged, supplemented, interpreted, varied, modified in any manner except by an instrument in writing signed by a duly authorized officer and/or representative of the parties hereto.

13. TERMINATIONS:

13.1 If the Company is found to be in breach of the conditions contained in the General Conditions of Contract and/or Special Conditions of Contract specifically referred to in this agreement by explicit reference to exhibits **K** and **G** or

13.2 If the Company becomes bankrupt, and/or makes a composition with the creditors, or has a proposal in respect of the Company for voluntary arrangement for a composition of debt or any other analogous scheme in accordance with the Companies Act No. 7 of 2007 or

13.3 If the Company fails, neglects or refuses to perform the said services and works or if the Company fails or neglects to comply with or violate any of the terms and conditions of this Agreement, The Council shall reserve right to have the rightful authority to terminate the agreement contained herein by giving One (1) calendar month notice herein to the Company.

13.4 If a penalty is imposed on the Company for more than Rs.500, 000/= per month for consecutive three months for failure to perform the contract properly then the Council reserve right to terminate the agreement immediately.

14.

a) If there is any conflict between the council's approval and this agreement the Council's approval shall prevail.

b) If there is any conflict between the other tender conditions and other the Council's approval the latter shall prevail.


IN WITNESS WHEREOF the Common Seals of the said Council and the said Company have been affixed hereunto and to three others of the same tenor and date of these presents at Colombo on this Tenth (10th) day of February, Two Thousand Sixteen (2016).

Common Seal of the Municipal Council of Colombo is hereto affixed in the presence
Ahmad Jamaldeen Mohamed Muzammil,
The Mayor and Vithana Kuruppu Arachchige
Anura the Municipal Commissioner of the
said Council who do hereby attest the sealing hereof.


MAYOR


MUNICIPAL COMMISSIONER

Witnesses

1. 

2. 

The Common Seal of the Careklean (Private) Limited is hereto affixed in the presence of Mr. Jehan Krishantha Fernando and Mrs. Shiranthi Fernando the Directors of the said Company who do hereby attest the sealing hereof.



DIRECTORS

Witnesses

1. 

2. 

On this 10th Day of February, 2016.

Legal Department
Colombo Municipal Council
Town Hall,
Colombo-07.

SERVICE AGREEMENT

NO: 74/2015

(SOLID WASTE MANAGEMENT)

District - 2A (Fort and Pettah)

BY AND BETWEEN

THE MUNICIPAL COUNCIL OF COLOMBO

'And'

ABANS ENVIRONMENTAL SERVICES (PVT) LTD

'On'

23.10.2015



The agreement contained herein is made and entered in to at Colombo in the Democratic Socialist Republic of Sri Lanka on the Twenty Third (23rd) day of October in the year Two Thousand Fifteen (2015) by and between;

The Municipal Council of Colombo a body corporate duly incorporated under the Municipal Council Ordinance (Chapter 252) and having its principal office at Town Hall Colombo - 07 (hereinafter sometimes called and referred to as 'THE COUNCIL' which term or expression as herein used shall wherever the context so requires or admits mean and include the said Municipal Council of Colombo its successor or successors in office) of the One Part.

And

Abans Environmental Services (Private) Ltd, a Company duly incorporated under the Companies Act No. 07 of 2007 of the Democratic Socialist Republic of Sri Lanka under Registration No. P.V 8796 and having its Registered Office and/or principal place of business at NO. 141, Kirula Road, Colombo 5 (hereinafter sometimes called and referred to as 'THE COMPANY' which term or expression as herein used shall wherever the context so requires or admits mean and include the said Abans Environmental Services (Private) Ltd and its successors and assigns) of the Other Part.

The parties herein agree to perform the obligation by and under the agreement in the manner defined herein under for a 4 (four) year period, commencing on the 1st September 2015 (hereinafter referred to as the 'commencement date') and ending on the 31st August 2019 (hereinafter referred to as 'expiration date')

This AGREEMENT includes the following documents, all which are incorporated by reference. All the documents referred to Exhibit A-O will be considered as part and parcel of this agreement.

Exhibit A	List of Roads and Details of Road side drains for cleaning (Annexure 1)
Exhibit B	List of Roundabouts (Annexure 1A)
Exhibit C	General Details (Annexure 1B)
Exhibit D	List of main roads and List of Minimum resources to be deployed (Annexure 1C)
Exhibit E	Labour Distribution Plan
Exhibit F	Letter of Acceptance
Exhibit G	General Conditions of Contracts
Exhibit H	Special Conditions of Contract
Exhibit I	Technical Proposal (annexure VIII) Section A
Exhibit J	Negotiated Grand Summary (Annexure V A)
Exhibit K	Summary of Price Schedule (Annexure IV)
Exhibit L	Unit rates (Departmental estimate (Annexure VI)
Exhibit M	Area maps (Annexure VII)
Exhibit N	Breakdown of input resources (Annexure X)
Exhibit O	Rates for providing enhancement Services annexure (Annexure IX)

WHEREAS the Council desires to continue the provision of solid waste management services in line with the vision of making Colombo a model city in Asia, caring organization looking after interests of citizens and users with an efficient quality service for creation of safe, healthy and wealthy life.

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AND WHEREAS the said Council in view of continuing the said solid waste management services within the municipal area of Colombo called for fresh bids for providing solid waste management services in Municipal District 2A (Fort and Pettah) and the said Company forwarded a bid dated 06.06.2013.

AND WHEREAS the Council by its resolution No. 1158 dated 30.06.2015 resolved to accept the said bid of the Company and to award the contract for providing solid waste management services within the Municipal District 05 (hereinafter referred to as defined as the 'project area') in the manner morefully described in the exhibits hereto and subject to terms and conditions and hereinafter set forth.

AND NOW THEREFORE the parties hereto agree as follows;

1.0 SERVICES

1.1 SERVICES During the term of this agreement the Company shall;

- (a) sweep, clean, remove all waste from all roads (except private roads) including pavements, center islands and road reservation and in the Municipal District 2A (Fort and Pettah) of the Council once or more depending on the amount of waste available and keep the areas free of waste during the whole day.
- (b) Collection of garbage from premises
- (c) clean and remove garbage, weeds, growths and other waste from all roadsides drains regularly.
- (d) remove of sand, silt and all other waste from the side drains on selected roads as depicted in annexure 1 and 1B inclusive of open and closed drains falling along the lines of road side drains and to coordinate with the engineer of the Council, if there are any major blockages.
- (e) brush and clean all roads including pavements, centre islands, traffic signal lights and roundabouts (normally their edges) and pavements regularly so that there will be no sand or soil on edges.
- (f) installation and maintain 100 Nos. litter bins
- (g) clean and remove all weeds and unnecessary plants grown along roads, road reservations, side drains, pavements and center islands.
- (h) Clean and maintain center islands (which have not been assigned to another party/parties for maintenance) within the area defined herein in a good condition.

(i) remove all strings or any unnecessary items hanging and all signs appearing at public place such as parapet walls, lamp posts and telecommunication posts feeder pillars etc., except public notice boards immediately.

(j) removal of banners: any banners across the road or connected to service posts such as electricity, telecommunication etc should be removed immediately. Authorized banners shall be removed after the permissible period.

1.1.1 The parties hereto agree that the services ought to be performed under this agreement by the Company shall subject to the aforementioned terms and conditions herein set forth and further as more specifically provided in the exhibits attached hereto in a manner consistent with the agreement and are considered good professional practice, and to the satisfaction of the Council.

1.2 **HOURS:** except as otherwise provided herein the solid waste management services in the project area defined herein shall continue throughout the day. The Company also understands that in exceptional circumstances as reasonably determined by parties herein to keep clean an existing route 24 hours a day as set forth in exhibit G to this agreement.

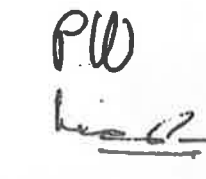
1.3 **CONTRACTOR'S EMPLOYEES:**

1.3.1 the Company shall employ sufficient employees with adequate skills and training as necessary to conduct the services under this agreement under supervision as envisaged in clause 6 of the general terms and conditions contained in exhibit G read in conjunction with exhibit I all forming part of this agreement.

1.3.2 The Company shall require at all material times of the operation of this agreement to ensure the employees to be courteous, and shall refrain from trespassing, loitering on private property and shall not meddle and/or tamper with property which does not and should not concern their ordinary course of duty as specifically provided in clause 6 and 7 of the general terms and conditions provided in exhibit G to this agreement.


MAYOR


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DIRECTORS

- 1.3.3 The Company shall ensure every employee deployed by the Company to perform the services by and under the agreement on the selected main roads as depicted in exhibit C shall not exceed the age limit of 50.
- 1.3.4 The Company shall submit the list of the names of its 234 Labourers and 16 Managers and Supervisors deployed by the Company to perform the services by and under the agreement before commencement of this agreement for identification purposes and if any name should be changed then that to be informed to the Council immediately.
- 1.3.5 The Company understands that the project area falls within a high security zone and that the Company will make all endeavors to deploy reliable workers to expand the services herein and shall ensure every employee performing functions for and on behalf of the Company carry a Company Identity Card and National Identity Card and a clearance from the police department as contained in clause 6 of the general terms and conditions contained in exhibit G to the agreement.
- 1.3.6 The Company agrees to install and maintain machines at each area office to mark attendance of employees using the fingerprint and agree to implement a system wherein each employee will be required to mark attendance twice a day. The register shall be made available to the authorized officer through the district engineers every day in the manner stated in clause 6 contained in general terms and conditions in exhibit G and in exhibit I to the agreement.
- 1.3.7 Each employee who is assigned to operate a machine and/or vehicle for the purpose of providing services under this agreement shall be in possession of a valid driving license for the type of vehicle the employee is assigned to drive and as specifically provided in exhibit G and in exhibit I to this agreement.
- 1.3.8 The Company agrees to appoint a "Contract manager" empowered to act on behalf of the Company on all matters contained in the agreement herein inclusive of control and supervision of Company's employees to ensure strict performance of the duties arising by and under this agreement as outlined in clause 7 of the general terms and conditions contained in exhibit G to this agreement.
- 1.3.9 The Company shall appoint an officer and/or Office to be contacted through 24 hours a day via a suitable medium of communication to be agreed by parties.

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1.4 **EQUIPMENT AND MATERIAL;** the Company shall ensure that unless otherwise expressly provided in the contract herein, the Company shall provide necessary vehicles, equipments for the purpose of use and performance of services arising by and under this agreement to the satisfaction of the Council set forth in exhibit G and exhibit I explicitly provided herein under,

1.4.1 the Company shall at all times material to this agreement maintain in a safe serviceable and clean condition and replace as necessary any or all of vehicle, equipment use by the Company in the provision of services defined herein.

1.4.2 the Company shall ensure that the vehicles and other equipments used for the purpose of the services defined herein shall be painted.

1.4.3 the Company shall re paint the vehicles and machinery used in connection with the services herein mentioned at least once every year from the commencement of this agreement.

1.4.4 the Company shall prepare and use all materials and prepare and use all equipments in a safe manner and to the satisfaction of the authorized officer and shall keep on the area and/or premises under proper control and safe keeping.

1.4.5 the Company shall not use vehicles and machinery used in connection with the services herein mentioned which has been in existence for more than 10 years from the date of manufacture.

1.4.6 the Company shall register all vehicles and machinery used in its name.

1.5 **OPERATION AND MAINTAINANCE OF THE AREA;**

1.5.1 the Company shall in view of the services ought to be rendered under this agreement design and/or develop an "operational and maintenance" plan including a comprehensive route plan for providing an effective solution for solid waste management services in the project area in compliance with the terms and conditions contained in the agreement herein and more fully described in the exhibits hereto.

1.5.2 Few areas as agreed shall be provided by the Council to store equipment. A designated yard for parking of transport vehicles shall be earmarked by the Company in connection with clause 6 to 13 of the general terms and conditions contained in exhibit G to this agreement.

1.5.3 any emergency work and/or services falling within the project area of this agreement shall be forthwith attended by the Company in the manner more fully set forth in clause 15 of the general terms and conditions contained in exhibit G to this agreement.

1.6 **USE OF COUNCIL PREMISES;** The Company shall ensure that neither the Company nor its agents and/or its employees shall engage in any other act or do any other thing within the council premises and/or any other area owned by the council for purposes other than required for the performance of the services envisaged under terms and conditions of this agreement and the terms and conditions more fully described in the exhibits to this agreement and in the manner outlined in clause 11 of the general terms and conditions contained in exhibit G to this agreement.

1.7 **HOLIDAY;** The parties herein agree that the waste management services in the manner herein shall continue throughout the contractual period as envisaged by the parties herein and shall not be subjected to any holiday whatsoever.

2.0 **PROJECT AREA;** The parties to this agreement agree that the services ought to be provided by the Company under this agreement shall be provided to the roads, roundabouts and area's specifically covered by and under this agreement as more fully described in exhibits A, B, C, D, E and M forming part of this agreement.

3.0 **OWNERSHIP OF SOLID WASTE;** all solid waste within the meaning of this agreement which is improperly discharged through littering, clandestine disposal and/or general waste within the parameters of the project area are owned by the Council. The collection, transportation and disposal of the solid waste mentioned herein shall not grant the ownership to the Company.

3.1 **DISPOSAL SITE;** The Company agrees to safely transport the solid waste to a disposal site provided by the Council sufficiently prior to the commencement of the disposal of waste.

3.2 **NEW DISPOSAL SITE;** The Company agrees that, if the disposal site is closed and a new disposal site is developed at the instigation of the Council and/or otherwise, the Council shall duly inform the said decision to the Company.

3.3 Company Agrees to provide enhance services as provided in Exhibit O (Annexure IX).

4.0 PAYMENT TO COMPANY:

4.1 The payment for services performed pursuant to the agreement herein shall be made by the Council to the Company monthly in accordance with the submissions of the Company's claims in accordance with the exhibits marked J, K and L forming part of this agreement.

4.2 The payment made under this agreement to the Company shall be certified by the authorized officer subject to the recommendation of an engineer of the Council in charge based on records.

4.3 The parties to this agreement herein agree that any payment made by under this agreement to the Company shall be subject to any deductions and penalties for failure to provide services and/or deduction for shortage of resources as outlined in clause 6.0 of the general terms and conditions contained in exhibit G read in conjunction with exhibit L to this agreement.

- a. Deduction shall be made from the monthly payment due to the Company, according to the following manner, on the failure of the company to deploy agreed resources: based on the input percentage shown in Annexure X.
- b. Daily price for providing Basic Solid Waste Management Service in the Project Area will be calculated as 1/30th of the monthly price of Basic Services.
- c. Deduction per day for non- deployment of resource will be calculated as follows:

for each press pack compactor	-1/12 x 0.4 x daily price
for each tipper (including emergency tipper)	- 1/5 x 0.12 x daily price
for each Tractor with trailer price	- 1/5 x 0.12 x daily price
for each loader/	- 1/5 x 0.12 x daily price
for each poster removed machine	- 1/5 x 0.12 x daily price
for each Labour - Man Power	- 1/234 x 0.40 x daily price
for each Management Personnel (Site + head office)	- 1/16 x 0.04 x daily price

4.4 The parties to this agreement agree that deduction shall be made from the monthly payment due to the Company in the manner agreed herein on the Company's failure to deploy the resources agreed herein; based on the input percentage as depicted in exhibit N to this agreement.

4.5 The Company shall forward the aforementioned claim forms forming exhibits I, K and L to the authorized officer of the Council during the first week of the month after the month under consideration for payment in respect of services and works.

4.6 The Authorized officer shall thereupon issue a certificate certifying the amount properly due in accordance to the these conditions have regards to the any adjustments including additions, deductions to be ascertained by the Authorized officer as outlined in both general terms and conditions and special conditions of contract forming exhibits G and H under this agreement.

5 **PERFORMANCE SECURITY**. The said Company has submitted a Performance Bond No. 3029 2132 8944 dated 16.07.2015 and issued by Sampath Bank, Head Office at No.110, Sir James Peiris Mawatha, Colombo 02 for the sum of Sri Lankan Rupees Six Million (Rs.6,000,000/-) valid till 01.10.2019 payable on demand for the due performance and fulfillment of the said performance.

In the event of the Company failing, neglecting or refusing to perform the supply/ services and works or if the Contractor fails or neglects to comply with or violate any of the terms and conditions of this Agreement the Municipal Commissioner shall recover the full amount of the Performance Bond.

6 **INDEPENDENT CONTRACTOR**: The Company agrees that the Company is an 'independent contractor' and not any employee and/or agent and/or franchisee of the Council. Nothing herein shall be construed as creating partnership, agency, joint venture and/or any other partnership with any analogous meaning whatsoever. The Company, its servants, agents and/or employees shall not represent in any manner howsoever that it has any relationship with the Council other than that of an independent contractor.

7 **NON-WAIVER**: No provision of this agreement shall be considered waived except with the express written consent of the authorized officer. Any forbearance or indulgence by council, its members, agents and/or employees shall not constitute a waiver of any covenants and/or conditions contained herein and/or any other exhibit forming part of this agreement.

8 **LIABILITY & INDEMNITY**: The Company will indemnify and save harmless the Council, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees to the extent resulting from a willful or negligent act or omission of the Company, its officers, agents, servants, and employees in due performance of this Agreement.

9 **NOTICE**: Notices and communications between the Parties shall be in English Language and shall be sent by registered mail, courier, fax or personal delivery to the other Party. Either Party shall notify the other Party of any change of address.

10 **GOVERNING LAW AND SETTLEMENT OF DISPUTES** This Agreement shall be governed by laws of territory of Sri Lanka. Both Parties agree to settle amicably all dispute related to this Agreement. Failing an amicable understanding of any dispute between the Parties, any party shall have the right to recourse to the District Court and/or Commercial High Court as the case may require.

11 **SEVERABILITY**

In any event provisions in this indenture shall be found to be invalid, illegal or unenforceable by a superseding enactment of law, by an order of a competent authority or an administrative body, shall not in any way effect and/or impair thereby and such provisions shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

The parties hereby agree to attempt to substitute any invalid or unenforceable clause by an unforeseen superseding event as above with a valid and/or enforceable clause keeping in mind the economic, legal and commercial objectives of the parties at the time of signing of this agreement.

12 AMENDMENT(S)

Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This agreement may not be released, discharged, supplemented, interpreted, varied, modified in any manner except by an instrument in writing signed by a duly authorized officer and/or representative of the parties hereto.

13 TERMINATIONS:

13.1 If the Company is found to be in breach of the conditions contained in the General Conditions of Contract and/or Special Conditions of Contract specifically referred to in this agreement by explicit reference to exhibits G and H or,

13.2 If the Company becomes bankrupt, and/or makes a composition with the creditors, or has a proposal in respect of its Company for voluntary arrangement for a composition of debt or any other analogous scheme in accordance with the Companies Act No. 7 of 2007 or

13.3 If the Company fails, neglects or refuses to perform the said services and works or if the Company fails or neglects to comply with or violate any of the terms and conditions of this Agreement, The Council shall reserve right to have the rightful authority to terminate the agreement contained herein by giving One (1) calendar month notice in the prescribed form agreed by parties herein to the Company.

13.4 If a penalty is imposed on the Company for more than Rs.500,000/- per month for consecutive three months for failure to perform the contract properly then the Council reserve right to terminate the agreement immediately.

IN WITNESS WHEREOF the Common Seals of the Colombo Municipal Council and the said Abans Environmental Services (Private) Limited have been affixed hereunto and to three others of the same tenor and date of these presents at Colombo on this Twenty Third (23rd) day of October, Two Thousand Fifteen (2015).

Common Seal of the Municipal Council of Colombo is hereto affixed in the presence **Ahamed Jamaldeen Mohamed Musammi**, The Mayor and **Vithana Kuruppu Arachchige Anura** the Municipal Commissioner of the said Council who do hereby attest the sealing hereof.

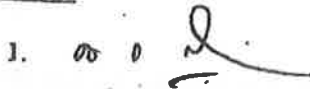



MAYOR



MUNICIPAL COMMISSIONER

Witnesses

1. 
2. 

The Common Seal of the Abans Environmental Services (Private) Limited is hereto affixed in the presence of **Mr. Phiroze Kevin Pestonjee** (NIC No.63169444V) and **Mr. Narendra Nath Perera** (NIC No.461930948V) the Directors of the said Company who do hereby attest the sealing hereof.

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DIRECTORS

Witnesses

1. 
2. 

On this 23rd Day of October, 2015.

(2697)

එහෙත්තරකරුව (එනම් කොළඹ මහා නගර සභාව) එරෙහිව පිරිසිදු කිරීම් සම්බන්ධව සුදුසු පාර්ශවයන් සමඟ කොන්ත්‍රාත්තුවකට එළඹීම තහනම් කර අතුරු තහනම් නියෝගයක් නිකුත් නොකරන බවයි. පිටපත 'B' ලෙස ලදාණු කර අමුණා ඇත.

එබැවින් 2014.02.25 දින සභා තීරණය පරිදි කටයුතු කිරීමට කිසිදු නීතිමය බාධාවක් නොමැති බව පෙනේ.

ගරු නගරාධිපතිතුමා

2014 පෙබරවාරි මහා සභා රැස්වීම් තීරණය අනුව කටයුතු කිරීම සුදුසු බව පසු පිට නීති නිලධාරී සටහන අනුව පැහැදිලියි ඉතා සංකීර්ණ වූ ගැටළුවක් බැවින් සභා තීරණය අනුව කටයුතු නොකරන වර්ෂයක් පමණ ගත වී ඇති බැවින් සභා තීරණය අනුව කටයුතු කිරීම සුදුසුද, නැත හොත් නැවත සභාව වෙත යොමු කොට තීරණයක් ගත යුතුද යන්න නියෝග පතේ.

නාගරික කොමසාරිස්
2015/02/12

සටහන (vii) 2015.03.09 වන දින පැවති මුදල් පිළිබඳ ස්ථාවර කමිටුවේදී මෙම අයිතමය පිළිබඳව ගරු මන්ත්‍රීතුමන්ලා තම අදහස් පලකරන ලද අතර ඒ පිළිබඳව දීර්ඝ වශයෙන් සාකච්චාවට භාජනය කරන ලදී.

මෙම අයිතමය 2014.02.11 වන දින පැවති මුදල් පිළිබඳ ස්ථාවර කාරක සභාවේදී අඛණ්ඩ වත්පරිපාලන සමාගම සමඟ දෙපාර්තමේන්තු ඇස්තමේන්තු මුදල පදනම් කරගෙන මිල තීරණය කිරීම සඳහා සාකච්චා කිරීමට නාගරික කොමසාරිස්ට හා තාක්ෂණ ඇගයීම් කමිටුවට බලය පැවරීමට නිර්දේශ කරන ලදී. මෙම කරුණ සම්බන්ධයෙන් වන ප්‍රධාන නීති නිලධාරීන් සටහන අනුව අධිකරණයේ පැවැති HC Civil No. 74 14/ MR මෙම කරුණ සම්බන්ධ නඩුවේ තීරණය අනුව කොන්ත්‍රාත්තුවට එළඹීම වැළැක්වීමට කිසිදු තහනම් නියෝගයක් නොමැති බවය. ඒ අනුව නීතිමය බාධාවක් නොමැති බව සඳහන් කර ඇත.

ඒ අනුව මුදල් කමිටු සාමාජිකයින්ගේ මනාපය මත නැවත අඛණ්ඩ වත්පරිපාලන සමාගම සමඟ දෙපාර්තමේන්තු ඇස්තමේන්තු මුදල හා අනිකුත් ධනකරුවන් ඉදිරිපත් කර ඇති අවම මිල පදනම් කරගෙන මිල තීරණය කිරීම සඳහා සාකච්චා කිරීමට නාගරික කොමසාරිස්ට හා තාක්ෂණ ඇගයීම් කමිටුවට බලය පැවරීමට නිර්දේශ කරන ලදී.

මුදල් පිළිබඳ ස්ථාවර කමිටුවේ සාමාජික පී.වී.ජී, පෙරේරා මහත්මිය ඉහත නිර්දේශයට තම විරුද්ධත්වය පලකරන ලදී.

2015.03.17 වන දින පැවති මුදල් පිළිබඳ ස්ථාවර කමිටුවේදී පහත ඡේදය ඇතුළත් කිරීමට තීරණය කරන ලදී.

2014.02.25 වන දින පැවති මහා සභා රැස්වීමේදී මේ සම්බන්ධයෙන් වාරණ නියෝගයක් ලැබුණු බැවින් අඛණ්ඩ වත්පරිපාලන සමාගම සමඟ සාකච්චා කර මිල අඩු කිරීමට නාගරික කොමසාරිස් සහ තාක්ෂණ ඇගයීම් කමිටුවට බලය පැවරීමට කළ නිර්දේශය මහා සභාවේදී සාකච්චාවට නොගෙන නීති උපදෙස් ලබා ගැනීමට පමණක් සභා අනුමැතිය ලබා දී ඇත.

ඒ අනුව, "2014.02.25 දින සභා තීරණය අනුව කටයුතු කිරීම" යන්න ඉවත් කිරීමට තීරණය කරන ලදී.

(viii) ඒ අනුව ඉදිරිපත් කර ඇති වාර්තාව පහත පලවේ.

2015 මාර්තු මස 30 වැනි දින මහා සභාවෙන් අනුමත කරන ලද 2015 මාර්තු මස 17 වැනි දින මුදල් පිළිබඳ ස්ථාවර කමිටුවෙන් නියම කරන ලද පරිදි මහා නගර සභා දිනා අංක 2 ජ්‍යෙෂ්ඨ (කොටුව සහ පිටකොටුව) සඳහා අපද්‍රව්‍ය කළමනාකරණ සේවා සැපයීම සම්බන්ධයෙන් කරන ලද සාකච්චා සඳහා මුදල් පිළිබඳ ස්ථාවර කමිටුවේ නිර්දේශය සහ මහා සභාවේ අනුමැතිය පතා නියෝජ්‍ය නාගරික කොමසාරිස් මහින් ඉදිරිපත් කර ඇති අධ්‍යක්ෂ ඉංජිනේරු (සභා අපද්‍රව්‍ය කළමනාකරණ)ගේ වාර්තාව සලකා බැලීම.

තාක්ෂණ ඇගයීම් කමිටුව විසින් ඉදිරිපත් කර ඇති සාකච්ඡා කිරීම පිළිබඳ වාර්තාවේ පහත දැක්වෙන නිගමනය කර ඇත.

නගර සභා දිසා අංක 2ඒ ප්‍රදේශයේ කොටුව සහ පිටකොටුව සහ අපද්‍රව්‍ය කරන සේවා සැපයීම සඳහා කරන ලද සාකච්ඡාව පිළිබඳ වාර්තාව.

නගර සභා දිසා අංක 2ඒ ප්‍රදේශය වන කොටුව සහ පිටකොටුව ප්‍රදේශයේ සහ අපද්‍රව්‍ය කළමනාකරණය සඳහා මැයි මස 17 වැනි දින වෙන්කර ඇති ලද අතර නාගරික කොමසාරිස් විසින් පත් කරන ලද තාක්ෂණ ඇගයීම් කමිටුව විසින් එහි ඇගයීම් කරන ලදී.

සීමාසහිත අඛණ්ඩ එන්ටර්ප්‍රයිස්වල් (පොදුගලික) සමාගම එම්බීඑම් දල්ලා සහ අපද්‍රව්‍ය කළමනාකරණ සේවා එල්එල්සී සමාගම සහ සීමාසහිත කෙසාර් ක්ලීන් (පොදුගලික) සමාගම යන ලංසුකරුවන් තිදෙනා මෙයට ප්‍රතිචාර දක්වන ලද අතර විවිධ කරුණු සලකා බැලීමෙන් සහ දීර්ඝ ලෙස සාකච්ඡා කිරීමෙන් අනතුරුව මුදල් පිළිබඳ කාරණ සභාව විෂය අංක 1158 යටතේ එම්බීඑම් දල්ලා සහ අපද්‍රව්‍ය කළමනාකරණ එල්එල්සී සමාගම ප්‍රතික්ෂේප කරන ලදී. එය 2014 පෙබරවාරි මස 25 වැනි දින මහා සභාවෙන් අනුමත කරන ලදී. සීමාසහිත අඛණ්ඩ එන්ටර්ප්‍රයිස්වල් (පොදුගලික) සමාගම විසින් ඉදිරිපත් කරන ලද මිල ගණන් තාක්ෂණ ඇගයීම් කමිටුව ඉදිරියෙහි නාගරික කොමසාරිස් විසින් සාකච්ඡා කළ යුතු විය.

මේ අතරතුරදී එක් ලංසුකරුවෙකු වන සීමාසහිත කෙසාර් ක්ලීන් (පොදුගලික) සමාගම මෙම කොන්ත්‍රාත්තුව ප්‍රදානය කිරීම වළක්වාලමින් අතුරු නියෝගයක් ඉල්ලා නඩු පවරා ඇත. සභාව වෙනුවෙන් අධීකරණයේ පෙනීසිටීමෙන් අනතුරුව ප්‍රධාන නීති නිලධාරී 2015.02.10 වැනි දින දරණ ලිපියෙන් කොන්ත්‍රාත්තුව ප්‍රදානය කිරීම සඳහා නීතිමය විරෝධතාවයක් නොමැති බව දන්වා ඇත. 2014 පෙබරවාරි මස 11 වැනි දින විෂය අංක 1158 යටතේ සීමාසහිත අඛණ්ඩ එන්ටර්ප්‍රයිස්වල් (පොදුගලික) සමාගම විසින් ඉදිරිපත් කරන ලද සාකච්ඡා කර ඇති ලංසුව නැවත වරක් නිර්දේශ කරන ලදී. ඒ අනුව නගර සභා දිසා අංක 2ඒ (කොටුව සහ පිටකොටුව) ප්‍රදේශයේ සහ අපද්‍රව්‍ය කළමනාකරණ සේවා සැපයීම සඳහා සාකච්ඡා කර ගත් මිල ගණන් ඉදිරිපත් කරන ලෙසට නාගරික කොමසාරිස් හා තාක්ෂණ ඇගයීම් කමිටුව විසින් ඉල්ලා සිටින ලදී.

සීමාසහිත අඛණ්ඩ එන්ටර්ප්‍රයිස්වල් (පොදුගලික) සමාගම විසින් පෙර ඉදිරිපත් කරන ලද ලංසු වටිනාකම සහ සාකච්ඡා කර ගත් වටිනාකම පහත දැක්වේ.

වගුව

Bid value compared with departmental estimate.

	Bid value			Departmental Estimate exclusive of VAT			Percentage difference exclusive of VAT %
	Basic	Technical Proposal (corrected)	Total	Basic	Technical Proposal	Total	
1 st 12 Months	17,305,000.00	1,610,042.81	18,915,042.81	11,109,614.10	1,135,957.50	12,245,571.60	54.46
2 nd 12 months	18,516,350.00	1,722,745.81	20,239,095.81	12,220,575.51	1,249,553.25	13,470,128.76	50.25
3 rd 12 months	19,997,658.00	1,860,565.47	21,858,223.47	13,442,633.06	1,374,508.58	14,817,141.64	47.52
4 th 12 months	21,497,482.00	2,000,107.88	23,497,589.88	14,786,896.37	1,511,959.43	16,298,855.80	44.17

සාකච්ඡා කර ගත් මිල දෙපාර්තමේන්තු මිල සමඟ සැසඳීම.

වගුව

Negotiated values compared with departmental estimate.

	Negotiated value			Departmental Estimate exclusive of VAT			Percentage difference exclusive of VAT %
	Basic	Technical Proposal	Total	Basic	Technical Proposal	Total	
1 st 12 Months	17,165,000.00	1,610,042.81	18,775,042.81	11,109,614.10	1,135,957.50	12,245,571.60	53.32
2 nd 12 months	18,365,350.00	1,722,745.81	20,088,095.81	12,220,575.51	1,249,553.25	13,470,128.76	49.11

1 st 12 months	19,835,858.00	1,860,565.47	21,696,423.47	13,442,633.06	1,374,508.58	14,817,141.64	46.42
4 th 12 months	21,324,482.00	2,000,107.88	23,324,589.88	14,786,896.37	1,511,959.43	16,298,855.80	43.10

ඉහත පිරිවිතරයන්ගේ සඳහන් කර ඇති මෙම සේවා සැපයීම සඳහා පහත සඳහන් ප්‍රමාණයට කම්කරුවන්, වාහන, යන්ත්‍රෝපකරණ කොන්ත්‍රාත්කරු විසින් සැපයිය යුතුය.

අ. කම්කරුවන් සහ පරීක්ෂකවරු

කම්කරුවන් සංඛ්‍යාව	-	234
පාලකවරු / පරීක්ෂකවරු සංඛ්‍යාව	-	16

ආ. වාහන

කොම්පැක්ට් ට්‍රැක්ටර් (12- 14 මීටර් ³)	-	12
ට්‍රැක්ටර් (8.5 මීටර් ³)	-	01
ට්‍රැක්ටර් (3.5 මීටර් ³)	-	01
වේලර් සමඟ ට්‍රැක්ටර්	-	01
යාන්ත්‍රික පිසඳුම්මේ යන්ත්‍ර	-	01
දැන්වීම් ඉවත් කිරීමේ යන්ත්‍ර	-	01
ලෝඩර්	-	01
ප්‍රධාන වාහන	-	01

කොන්ත්‍රාත්කරු විසින් සැපයිය යුතු මූලික සේවා පිළිබඳ සාරාංශය.

කසල එකතු කිරීම, අතුගැම, කසල අඟයන්තර මාර්ග වලින් ඉවත් කිරීම සහ පිසඳුම්ම. වල් පැළෑටි ඇති බිම්, බැනර්, සැරසිලි, වල්ලා ඇති අයිතමයන් ආදිය කසල ඉවත් කිරීම සහ පිරිසිදු කිරීම මාර්ග පැහැදිලි වල වල් පැළෑටි සහ කාණු වල ඇති අපද්‍රව්‍ය වර්ග, කොන්ත්‍රාත්තුවේ 04 වන විශේෂ කොන්දේසිය අනුව යුක්තව ඉවත් කිරීම (පොදුගලික ස්ථානවල හැර)

සැපයිය යුතු මූලික සේවා පිළිබඳ සවිස්තරයක් ලංසු ලියකියවිලි වල කොන්ත්‍රාත්තුවේ පොදු කොන්දේසි (03 වැනි වගන්තිය) සහ කොන්ත්‍රාත්තුවේ විශේෂ කොන්දේසි (04 වැනි වගන්තිය) සඳහන් කර ඇත. ලංසු ලියකියවිලි ඇමුණුම VIII හි පිටු අංක 34 සිට 36 දක්වා ඇති මුද්‍රිත මාධ්‍ය (සිංහල, දෙමළ සහ ඉංග්‍රීසි පත්‍රිකා) කසල බදුන්, ට්‍රොලි බදුන්, ප්‍රවාහන වාහන, ඊට් නාට්‍ය, ප්‍රතිවක්‍රීයකරණය, කසල වර්ග කිරීම, දුඤ්ඤ කසල ප්‍රවාහනය, යන්ත්‍ර මගින් ඊට් අතුගැම හා පිසඳුම්ම තාක්ෂණ යෝජනාවලට අඩංගු වේ. හදිසි අවස්ථාවන් ආවරණය සඳහා සේවා වැඩි කිරීම කොන්ත්‍රාත්කරුගෙන් අපේක්ෂා කෙරේ. ඒ සඳහා ලංසු ලියකියවිලිවල ඇමුණුමේ පිටු අංක 33 ඇති මුල් ලංසු මිලෙහි කිසිදු මිල අඩු කිරීමක් ඔවුන් සිදු කර නොමැත.

නගර සභා දිසා අංක 2^ව ප්‍රදේශයේ (කොටුව සහ පිටකොටුව) සහ අපද්‍රව්‍ය කළමනාකරණ සඳහා සාකච්ඡා කර ගත් මිල ගණන් මුදල් පිළිබඳ කමිටුවේ නිර්දේශය සඳහා ඉදිරිපත් කරමි.

සාක්ෂණ ඇගයීම් කමිටුව

1. එස්.කේ.ඒ.පී. දේවරාජා මහත්මිය
අධ්‍යක්ෂ ඉංජිනේරු (සහ අපද්‍රව්‍ය කළමනාකරණ)
2. එම්.ඒ.එස්.ඊ.ගුණවර්ධන මහත්මිය
වෛද්‍ය නිලධාරී (සෞඛ්‍යය)
3. එල්.පී.ආර්. සුරංග මහතා
ඩීපෝ ඉංජිනේරු (මාදුම්පිරිය)
4. බී.ටී.එස්.මාලි
ගණකාධිකාරී
නාගරික භාණ්ඩාගාරික දෙපාර්තමේන්තුව
5. ආර්.ඒ.එස්.එස්.කරවිට මහත්මිය
අධ්‍යක්ෂ (ක්‍රීඩා භූමි හා විනෝදාංශ දෙපාර්තමේන්තුව)

නගර සභා දිසා අංක 2^ව ප්‍රදේශය වන කොටුව සහ පිටකොටුව ප්‍රදේශයේ සහ අපද්‍රව්‍ය කළමනාකරණය සඳහා සීමාසහිත කෙසාරි ක්ලික් (පොදුගලික) සමාගම සමඟ දැනට කොන්ත්‍රාත්තුවේ ප්‍රධාන අංග සඳහා පහත සඳහන් වන අයුරු වේ.

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IN THE SUPREME COURT OF THE DEMOCRATIC SOCIALIST

REPUBLIC OF SRI LANKA

S.C. (F/R) No. 218/09

In the matter of an application under
Article 126 of the Constitution of the
Democratic Socialist Republic of Sri
Lanka.

1. Wasudewa Nanayakkara,
Attorney-at-Law,
No. 49 1/1,
Vinayalankara Mawatha,
Colombo 10
And 16 others.

Petitioners

Silvermere Hospitals Ltd.,
No. 833,
Chilaw Road,

Daluwakotuwa,

Kochchikade,

Having its corporate office in United States of America at:

111E,

Kellogg Blvd,

Suite 916, St. Paul

MN 55101

USA.

Intervenant-Petitioner

Vs.

1. The Colombo Municipal Council,

Town Hall,

Colombo 7

-And 9 others.

Respondents



2

27.4.2009.

BEFORE

S.N. SILVA. C.J.

Ms. S. TILAKAWARDANE.J &

SRIPAVAN.J

M.A. Sumanthiran with G. Gunatilake and S.A.

Belong for the petitioners.

Avindra Rodrigo with Dhammika Gabadage

instructed by F.J. & G. De Saram for the
intervenient petitioner.

S.A. Parathalingam, P.C., with Ali Sabry and Ms.

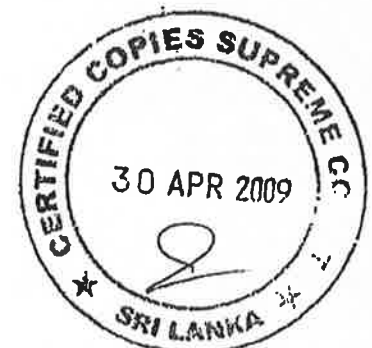
Amrisha Parathalingam for the 1st to 3rd
respondents.

Nihal Jayamanne, P.C., with F.D. Alwis, Ananda Lal
Nanayakkara, H. Rajapakse and Uditha Collure for
the 4th and 5th respondents.

Sunil Abeyratne for the 6th respondent.

Ikram Mohamed, P.C., with M.S.A. Wadood for the
10th respondent.

3



Ms. Bimba Jayasinghe Tillekeratne, D.S.G., for the
Attorney General.

This matter comes up for interim order to be made with regard to the
dumping of garbage collected within the city of Colombo.

Mr. Parathalingam, P.C., for the 1st to 3rd respondents submits that the
garbage could not be dumped at the site at Peliyagoda pursuant to the order
made by this Court as a result of obstructions by interested parties. An
alternative site has been arranged as disclosed in the letter dated
08.04.2009 addressed to the Municipal Commissioner by the Director
General of the Urban Development Authority. This site is described as Lot
No. 1 in Plan Ko. 8536 of Pothuwilkumbura, Kolonnawa. The extent of that
site is approximately 2 Acres.

Having considered the submissions made, Court makes an interim order that
the site referred to in the letter dated 8.4.2009 be used with immediate
effect for the dumping of garbage collected in the city of Colombo.



Registrar is directed to send a copy of this order to the Inspector General of Police and the appropriate Deputy Inspector General in-charge of the Kolonnawa area to afford all necessary Police protection to carry out the dumping of garbage without interruption by any party. Any person interrupting in this process is to be arrested and produced before the Chief Magistrate, Colombo to be remanded and produced before this Court on the next date. Since the area of land that is available is 2 Acres, this would only be a temporary solution to the matter in respect of which infringement of fundamental rights is alleged.

Pursuant to a suggestion made by Court, Mr. Mires Sauja who had submitted a proposal to convert the garbage accumulated at the present site at Bloemendhal into energy is present. It is submitted that he has got the approval of the Board of Investigation for the project and the Ceylon Electricity Board has agreed to purchase the power that is generated on a subsidy granted by the Sustainable Energy Authority. The proposal has been submitted to the Central Environmental Authority which has requested information as specified in letter dated 24.4.2009. It appears that the said



...amination has been made without a proper appreciation of the proceedings in this Court.

In the circumstances, Ms. Tillekeratne, D.S.G., representing the Attorney General has agreed to convene a meeting of all officials and the project proponent to ensure that this scheme intended to eliminate the environmental pollution and the health hazard resulting from the accumulation of garbage is implemented without delay. Accordingly, Deputy Solicitor General would convene a meeting which would be attended by:

- (1) Commissioner, Colombo Municipal Council,
- (2) Representative of the Central Environmental Authority,
- (3) Representative of the Ceylon Electricity Board and
- (4) Representative of the Sustainable Energy Authority.

The project proponent is present in Court and is requested to attend the meeting in the chambers of the Deputy Solicitor General together with the Managing Director of the Local Company, Mr. Jayawardane.



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Meeting is to be convened at 3 p.m. on 30.4.2009 in the chambers of the Deputy Solicitor General in the Attorney General's Department.

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All officials are directed to attend the said meeting.

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Registrar to communicate this order to the four officials referred to above.

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Since there is urgency in having this matter disposed of, it is to be listed before this Bench on 04.5.2009 for a further order.

(Approved by

H/L Chief Justice)

sgd.

I do hereby certify that the foregoing is a true copy of the journal entry dated 27.4.2009 filed of record in S.C. (F/R) No. 218/09.


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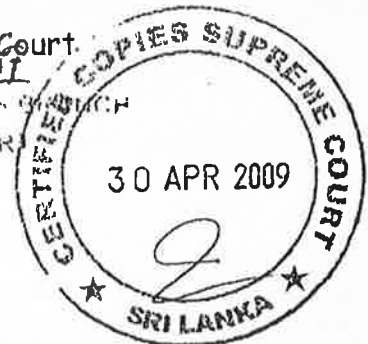
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Chief Clerk,

Supreme Court.
REGISTRAR
CHIEF CLERK - COURTS BENCH
SUPREME COURT

Typed by: 

Com. with: 



Business Names Ordinance (Chapter 149) incorporated by Business Names Statute No. 4 of 1960

CERTIFICATE OF REGISTRATION OF AN INDIVIDUAL BUSINESS

Certificate No. W 77871

I do hereby certify that the following statement, made in pursuance of the Business Names Ordinance (Chapter 149) incorporated by Business Names Statute No. 4 of 1960 was registered in the Department of the Provincial Registrar of Companies for Western Province under No. W 77871 on the 19th day of April 2005.

1. The Business Name	P. U. J. S. Fernando and Company
2. The General Nature of the Business	Buildings, Roads, Irrigation, Construction, Rehabilitation & Filling of Lands, Drainage related Construction Services
3. The Principal Place of the Business	64, 6 th Lane, Nawala Road, Nawala
4. The Date of Commencement of the Business	15. 04. 2005
5. Any other Business Name or Names under which this Business is carried on	-----
6. Full Name of the Owner	Payagala Udawattage Jayalath Seneshantha Fernando.
7. If the owner is known by any other Name, such Name	-----
8. The Nationality of the Owner	Sri Lankan
9. The Usual Residence of the Owner	64, 6 th Lane, Nawala Road, Nawala..
10. The Other Business Occupation (if any) of the Owner	Director, Thusitha Transporters and Contractors.

Department of the Provincial Registrar of Companies, Western Province

Dated at Colombo, this 19th day of April 2005

Signed

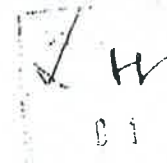
.....
J. A. D. Rempias
For Provincial Registrar of Companies
Western Province

Translated by me



P. E. DIAS

WESTERN TRANSLATOR
DISTRICT COURT OF COLOMBO)
140/1, Nawala Road,
Nawalpetiya, Sri Lanka.



01 2013

කොළොන්නාව මීතොටමුල්ල කසළ අංගනයේ ආපදාවට පත්වූවන්ට නිවාස ලබා දීම හා මූල්‍යාධාර ලබා දීමේ විස්තර

ඇමුණුම 9

කොළොන්නාව මීතොටමුල්ල කසළ අංගනය අසල අලාභ හානි වූ නිවාස පිළිබඳව 2012 ඔක්තෝම්බර් 22 වන දින කොළොන්නාව ප්‍රාදේශීය ලේකම් විසින් කරන ලද ක්ෂේත්‍ර පරීක්ෂණයට අනුව 101 වත්ත 23 වත්ත හා පන්සල් හේන වතු වල නිවැසියන් 166 දෙනෙකුට අලාභ හානි සිදු වී ඇති බැව් වාර්තා කර ඇත.

ඒ අනුව අප දෙපාර්තමේන්තුවේ සහන නිලධාරීන් විසින් සිදු කරන ලද ක්ෂේත්‍ර පරීක්ෂණයට අනුව පහත සඳහන් පරිදි ගෙවල් කුලී ගෙවීම් සිදු කරන ලදී.

පහත දැක්වෙන්නේ අදාළ වර්ෂයන්ට අනුව ගෙවල් කුලී දීමනා ගෙවීම් කර ඇති ආකාරය වේ.

2012 වර්ෂයට

2012 ඔක්තෝම්බර් මස සිට 2013 මාර්තු මස දක්වා - 67 x රු. 60000/=	= රු. 4,020,000.00
2012 නොවැම්බර් මස සිට 2013 අප්‍රේල් මස දක්වා - 34 x රු. 60000/=	= රු. 2,040,000.00
	<u>රු. 6,060,000.00</u>

2013 වර්ෂයට

2013 අප්‍රේල් මස සිට 2013 සැප්තැම්බර් මස දක්වා - 67 x රු. 60000/=	= රු. 4,020,000.00
2013 ඔක්තෝම්බර් මස සිට 2014 මාර්තු මස දක්වා - 67 x රු. 60000/=	= රු. 4,020,000.00
2013 මැයි මස සිට 2013 ඔක්තෝම්බර් මස දක්වා - 34 x රු. 60000/=	= රු. 2,040,000.00
2013 නොවැම්බර් මස සිට 2014 අප්‍රේල් මස දක්වා - 34 x රු. 60000/=	= රු. 2,040,000.00
2013 ඔක්තෝම්බර් මස සිට 2014 මාර්තු මස දක්වා - 34 x රු. 60000/=	= රු. 1,320,000.00
	<u>රු. 13,440,000.00</u>

අප්‍රේල් 9

- අදාළ වෘත්තීය විශේෂඥයන් හා නිලධාරීන් සහභාගී කරවාගනිමින් ඉවත් කිරීම් සඳහා දැනුවත් කිරීමේ රූපවාහිනී වැඩසටහනක් ඉදිරිපත් කිරීමට ආපදා කළමනාකරණ අමාත්‍යාංශයට අයත්වන කරන ලදී.
- වී අලෙවි මණ්ඩලයෙන් ලබා ගත් ගබඩා ගුණ ආපදා කළමනාකරණ අමාත්‍යාංශය මඟින් පැවරීමට තීරණය වී ඇති බැවින් එය ආපදා කළමනාකරණ අමාත්‍යාංශයේ අධීක්ෂණය යටතේ අධීක්ෂණ පවත්වාගෙන යාමට ගැනී වන පරිදි කැබිනට් පත්‍රිකාවක් සකස් කර ඉදිරිපත් කිරීමට හා එම තීරණ සටහන් කර කැබිනට් අතිගරු ජනාධිපතිතුමන්ගේ උපදෙස් දෙන ලදී.
- රැදවුම් මධ්‍යස්ථාන තුළ හා ආපදාවට ලක් වූ ප්‍රදේශයේ ජනතාවගේ ගෞරවය තත්ත්වය සම්බන්ධයෙන් කටයුතු සොයා බැලීම සඳහා දැනට ගෞරවය සායන දිනපතා පැවැත්වෙන බවත් IDH හා මුල්ලේරියාව රෝහල් ඒ සඳහා සුදානම්ව පවතින බවත්, Ambulance සේවාව නිරන්තර සුදානම්ව සිටින බවත් ගෞරවය අධ්‍යක්ෂ ජනරාල් විසින් දන්වන ලදී.
- කයල බැහැර කිරීම හා ප්‍රතිවක්‍රීයකරණය සඳහා ජාතික ප්‍රතිපත්තියක් සකස් කිරීම අනුගමනය වන බව ගරු අමාත්‍යතුමා විසින් මෙහිදී පැහැදිලි කරන ලදී.
- මෙම ආපදා අවස්ථාවට භාජනය වූ දහම්පුර හා පන්සල් වන්න ප්‍රදේශයන් හි නිවැසියන්ගේ නිවාස ණය කපා හැරීමට කටයුතු කරන බව නිවාස අමාත්‍යාංශ ලේකම් ප්‍රකාශ කරන ලදී.
- 2017 අප්‍රේල් මස 21 වන දින සවස අතිගරු ජනාධිපතිතුමන් විසින් පිපතට පත් පවුල් 30ක් සඳහා නිවාස ප්‍රධානය කරන ලදී.
- මෙහෙක් සාකච්ඡා කළ කරුණු හා නිලධාරීන්ගෙන් ලද අදහස් ගොනු අනුව අධිකාරී වැඩපිළිවෙලක අත්‍යවශ්‍යතාවය දිගින් දිගටම පවතින බවත් එම වැඩපිළිවෙල සාර්ථකව සකස් කර ගැනීම සඳහා සෑම සතියකම අගහරුවාදා දිනයන්හිදී පෙ.ව. 8.30 පැයට මාස තුනක (03) ක පමණ කාලයක් අදාළ නිලධාරීන් සමග රැස්වී සාකච්ඡාවන් පැවැත්වීම සුදුසුවන බවත් අතිගරු ජනාධිපතිතුමාගේ උපදෙසට පුද්ගලයන් පුද්ගලයන් ඒ සඳහා අදාළ නිලධාරීන් ගෙන්වා ගැනීම, සම්බන්ධීකරණය හා එම කටයුතු මෙහෙයවීම ජනාධිපති ලේකම් කාර්යාලය මගින් සිදු කිරීමටද තීරණය කරන ලදී.
- ඒ අනුව අප්‍රේල් 25 වන දින පෙ.ව.08.30ට ජනාධිපති ලේකම් කාර්යාලයේදී අතිගරු ජනාධිපතිතුමාගේ ප්‍රධානත්වයෙන් රැස්වීමක් පවත්වන ලදී. එදිනම සවස පවුල් 65ක් සඳහා නිවාස ප්‍රධානය කිරීම අතිගරු ජනාධිපතිතුමා විසින් සිදු කරන ලදී.

➤ 2017/04/27 දිනට මිහතාටමුල්ලේ ආපදාවේ වර්තමාන තත්ත්වය පහත පරිදි වේ.

• ආපදාවට ලක් වූ පවුල් සංඛ්‍යාව	-	418
• ආපදාවට ලක් වූ ප්‍රදේශලයින් සංඛ්‍යාව	-	1782
• මියයෑම්	-	32
• කුඩාල ළමුන්	-	11
• නිවාස - පූර්ණ හානි	-	60
• නිවාස - අර්ධ හානි	-	22

2014 වර්ෂය

2014 අප්‍රේල් මස සිට 2014 නොවැම්බර් මස දක්වා	- 67 x රු.80,000/=	= රු. 5,360,000.00
2014 මැයි මස සිට 2014 නොවැම්බර් මස දක්වා	- 34 x රු.70,000/=	= රු. 2,380,000.00
2014 අප්‍රේල් මස සිට 2014 නොවැම්බර් මස දක්වා	- 22 x රු.80,000/=	= රු. 1,760,000.00
2014 මැයි මස සිට 2014 නොවැම්බර් මස දක්වා	- 33 x රු.70,000/=	= රු. 2,310,000.00
2014 අගෝස්තු මස සිට 2014 නොවැම්බර් මස දක්වා	- 2 x රු.40,000/=	= රු. 80,000.00
		<u>රු.11,890,000.00</u>

2014 වර්ෂය

1 වන අදියර සිට 5 වන අදියර දක්වා නිවාස ලබා දීමට අදාළ ගෙවීම් සම්බන්ධ තොරතුරු

ස්ථිර වියදමක් ලෙස නව නිවාස ලබා දීම සහ ගෘහ උපකරණ ලබා ගැනීමට මුදල් ලබා දීම.

- ආපදාලාභීන් 158 දෙනෙකු හට රු.ලක්ෂ 15 ක් වටිනා නිවස බැගින් ජාතික නිවාස සංවර්ධන අධිකාරිය මගින් ලබා දෙන ලදී.
- එම ආපදාලාභීන් 158 දෙනා හට නිවාස සඳහා ගෘහ භාණ්ඩ ආදිය ගැනීමට රු.250,000.00 බැගින් ගෙවීම.

නිවාස ලබා දීම	- 158 x රු.1,500,000/=	= රු.237,000,000.00
ගෘහ උපකරණ ලබා දීම	- 158 x රු.250,000/=	= රු. 39,500,000.00
මුළු මුදල		<u>= රු.276,500,000.00</u>

2015 වර්ෂය

රු.ලක්ෂ 15 බැගින් ලබා ගත් පිරිස	- 98 x රු.1,500,000/=	= රු.147,000,000.00
රු.ලක්ෂ 10 බැගින් ලබා ගත් පිරිස	- 2 x රු.1,000,000/=	= රු. 2,000,000.00
මුළු මුදල		<u>= රු. 149,000,000.00</u>

2016 වර්ෂය

රු.ලක්ෂ 15 බැගින් ලබා ගත් පිරිස - 11 x රු. 1,500,000/=	= රු.16,500,000.00
රු.ලක්ෂ 10 බැගින් ලබා ගත් පිරිස - 1 x රු.1,000,000/=	= රු. 1,000,000.00
මුළු මුදල	<u>රු.17,500,000.00</u>

ස්ථිර පදිංචිකරුවන් කීපදෙනෙකුට මුදල් ගෙවීම.

2 x රු.1,500,000/= = රු.3,000,000.00

1 x රු.1,000,000/= = රු.1,000,000.00

මුළු මුදල රු.4,000,000.00

2016 වර්ෂයට යන ලද සම්පූර්ණ මුදල රු. 17,500,000 + 4,000,000.00 + 1,024,020.70 = 22,524,020.70

තාප්ප වල සිදු වූ හානි සඳහා ආපදාලාභී 04 දෙනෙකුට වන්දි ගෙවීම.

රු.1,024,020.70

සාරාංශය

2012 වර්ෂයේ සිට 2016 වර්ෂය සඳහා විශද්‍රවී වූ මුදල්හි සාරාංශය.

කාරණය	වර්ෂය	ගෙවන ලද මුදල්
ගෙවල් කුලී	2012	6,060,000/-
	2013	13,440,000/-
	2014	11,890,000/-
ස්ථිර විසඳුමක් ලෙස නව නිවාස ලබා දීම සහ ගෘහ උපකරණ ලබාදීමට	2014	276,500,000/-
එක් අයෙකුට රු.ලක්ෂ 15 බැගින් මුදල් ගෙවීම.	2015	149,000,000/-
එක් අයෙකුට රු.ලක්ෂ 15 බැගින් මුදල් ගෙවීම.	2016	17,500,000/-
	2016	4,000,000/-
ස්ථිර පදිංචිකරුවන් තුන් දෙනෙකුට මුදල් ලබා දීම.		
තාප්ප වලට සිදු වූ හානි සඳහා ගෙවීම.	2016	1,024,020.70/-
මුළු මුදල		<u>605,914,020.70/-</u>



2017.08.18

විගණන අධිකාරී, රජයේ විගණන අංශය / නියෝජ්‍ය නාගරික කොමසාරිස් (ඉංජිනේරු සේවා) මගින්,

විගණනය සඳහා තොරතුරු ලබාදීම - ගිණුම් භාරක සභාව (2017.08.25 රැස්වීම)

උක්ත කරුණ සම්බන්ධයෙන් 2017.08.17 වන දින යොමු අංක WNP₂/CB/D/CMC/IN/2017/88 දරණ ලිපියට අදාලවයි. එමගින් විමසන ලද කරුණු සඳහා තොරතුරු පහත දැක්වේ.

1. කෙරවලපිටිය කසල අංගනයට කසල බැහැර කරන ලදී. එය ශ්‍රී ලංකා ඉඩම් ගොඩනිර්මේ සහ සංවර්ධනය කිරීමේ සංස්ථාවට අයත් ඉඩමකි.
කසල අපහරණය සඳහා බස්නාහිර පලාත් සහ අපද්‍රව්‍ය කළමනාකරණ අධිකාරිය විසින් කොළඹ මහා නගර සභාව වෙත කිසිදු ස්ථානයක් ලබා දී නොමැත.
2. එම ඉඩමේ අයිතිය ශ්‍රී ලංකා ඉඩම් ගොඩනිර්මේ සහ සංවර්ධනය කිරීමේ සංස්ථාව සතුය.
3. කොළඹ මහා නගර සභාව මගින් අඩාත්ස් එන්වයරමන්ටල් සර්විසස් පුද්ගලික සමාගමට සහ කෙයාර්ක්ලින් පුද්ගලික සමාගමට සහ අපද්‍රව්‍ය බැහැර කිරීම සඳහා ප්‍රවාහනය කිරීමට අවසර ලබා දී ඇත.
4. කසල බැහැර කිරීම සඳහා පුද්ගලික අංශය සමග ඇති කර ගත් ගිවිසුම් නොමැත. හදිසි අවස්ථාවක් බැවින් පමුණුගම බෝපිටියේ පිහිටි පෞද්ගලික ඉඩමකට සුළු කාලයකට කසල බැහැර කරන ලදී.

.....
 අධ්‍යක්ෂ ඉංජිනේරු (සහ අපද්‍රව්‍ය කළමනාකරණ)
 National Water Commission (NWC)

Act
 කල හැර තොරතුරු
 අධ්‍යක්ෂ
 DMC
 18/08/17

අදාළ 12

නාගරික කොමසාරිස්
වී. කේ. ඒ. අනුර

மாநகர ஆணையாளர்
வீ. கே. ஏ. அனூர



කොළඹ මහා නගර සභාව
නගර ශාලාව, කොළඹ 07.

கொழும்பு மாநகர சபை
நகர மண்டபம், கொழும்பு 07.

MUNICIPAL COMMISSIONER
V. K. A. ANURA

Received on
2016-08-29

Colombo Municipal Council,
Town Hall - Colombo 07.

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මගේ අංකය }
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ඔබේ අංකය }
අංකය }
Your No } WP/CB/D/2015/02

දිනය }
දිනය }
2016-08-29

විගණකාධිපති,
විගණකාධිපති දෙපාර්තමේන්තුව,
බත්තරමුල්ල,

ජලාස්ථික් හා පොලිතින් ප්‍රතිවක්‍රීකරණ ව්‍යාපෘතිය

උක්ත මැයෙන් මා වෙත එවන ලද ඔබේ සමාංක හා 2015/12/31 දාතම ලිපිය උදෙසා පිළිතුරු පහත සඳහන් පරිදි බව කාරුණිකව දන්වමි.

02. ජලාස්ථික් හා පොලිතින් ප්‍රතිවක්‍රීකරණය කිරීමට යෝජිත ව්‍යාපෘතිය 2014 දී ක්‍රියාත්මක කිරීමට යෝජනා කර තිබුණද විගණක දිනටද ගිවිසුම්වලට එළඹ නොතිබීම පිළිබඳව මින් විමසා තිබුණි.

සෑම අපද්‍රව්‍ය කළමනාකරණ අංශය ඉවතලන ජලාස්ථික් ප්‍රතිවක්‍රීකරණ ව්‍යාපෘතියක් මධ්‍යම පරිසර අධිකාරිය සමඟ සහයෝගීව ලිපියේ සඳහන් ස්ථානයේ ආරම්භ කිරීමට මූලික කටයුතු කර ඇත. නමුත් මෙම ස්ථානයේ රජය විසින් නිවාස ව්‍යාපෘතියක් ක්‍රියාත්මක කිරීමට සැලසුම් කර ඇති බැවින් හා ඉහත ජලාස්ථික් ප්‍රතිවක්‍රීකරණ ව්‍යාපෘති සඳහා සභාවේ අනුමැතියක් ලැබී නොතිබීම මත ඉහත ව්‍යාපෘතිය සඳහා ඇති කරගත් එකඟතාවය බල රහිත වී ඇත.

03. 2006-04-26 දින මැන සකස් කරන ලද අක්කර 01ට ආසන්න ඉඩම මෙම ජලාස්ථික් ප්‍රතිවක්‍රීකරණ ව්‍යාපෘතිය උදෙසා තෝරා වෙන් කර තිබියදී 2015-04-01 දිනැති නාගරික කොමසාරිස්ගේ ලිපිය අනුව එය රජයේ නිවාස ව්‍යාපෘතියක් උදෙසා යෙදවිය යුතු බව දන්වා ඇති බවත් මිනොටමුල්ල කසළ බැහැර කිරීමේ ගැටලුව සම්බන්ධ මහජන කැළඹීම පිළිබඳවත් ඔබ මෙම ඡේදයෙන් පෙන්වා දී ඇත.

2006-04-26 දින මැන සකස් කරන ලද අක්කර 01 අයත් ඉඩමේ ජලාස්ථික් ප්‍රතිවක්‍රීකරණ ව්‍යාපෘතිය උදෙසා සභාවේ අනුමැතියක් නොවීමත් ඉහත නිවාස ව්‍යාපෘතිය මහජන නියෝජිතයින් විසින් ඉදිරිපත් කරන ව්‍යාපෘතියක් වීමත් මත මෙම තත්වය උද්ගතව ඇත.



සුදුසු ස්ථානවල කැළඹිකළු උමීම වරදකි / சூப்பங்கள் போடுவது குற்றம் / Littering is an offence



ඉවතලන සඳහා අපද්‍රව්‍ය බැහැර කරලීම සඳහා පරිසර හිතකාමී ව්‍යාපෘතියක් ක්‍රියාත්මක කිරීමට සුදුසු ඉඩමක් නොමැති වීම ජාතික ප්‍රශ්නයක් ලෙස හඳුනාගෙන ඇත. කොළඹ මහ නගර සභාව, මහ නගර හා බස්නාහිර සංවර්ධන අමාත්‍යාංශය හා සහයෝගයෙන් මෙම ප්‍රශ්නයට විසදුම් ලෙස දැනට අවසන් සඳහා අපද්‍රව්‍ය බැහැර කරලීමේ ව්‍යාපෘති 02ක් ක්‍රියාත්මක කරමින් පවතී. මින් එක් ව්‍යාපෘතියක් මුතුරාජවෙල වන අතර අනෙක පුත්තලම ප්‍රදේශයේ වේ. කොළඹ මහ නගර සභාව මෙම ව්‍යාපෘති 02 සඳහා කොටස්කරුවෙක් වේ.

04. මධ්‍යම පරිසර අධිකාරිය විසින් 2015-07-24 දින නාගරික කොමසාරිස් අමතන ලද ලිපියේ 19 ඡේදයෙන් විමසා ඇති අක්කර 01ට වැඩි ඉඩම් මෙම ආයතනය සතුව තිබේදැයි විමසන ලද පැනයට නැත යන පිළිතුරු ලබා දීම නිවැරදි නොවන බව මෙමගින් ඔබ විසින් දක්වා ඇත. මධ්‍යම පරිසර අධිකාරියේ ඉහත ලිපියෙන් විමසා තිබුණේ පිළිසරු ව්‍යාපෘතිය සඳහා අක්කර 01ට වැඩි ඉඩමක් තිබේද යන්නයි. මෙම ඉඩම ජලාස්ථික් ප්‍රතිචක්‍රීකරණ ව්‍යාපෘතිය සඳහා තෝරා තිබියදී රජයේ නිවාස ව්‍යාපෘතිය උදෙසා වෙන් කළ යුතු බැවින් පිළිසරු ව්‍යාපෘතියට ලබා දීම කළ නොහැකි නිසා එම නැත යන පිළිතුර නිවැරදි වන බව දක්වා සිටිමි.

නාගරික කොමසාරිස්

පිටපත්

1. පළාත් පාලන කොමසාරිස් බ.ප - කා.දැ.ගැ.ස
2. නාගරික භාණ්ඩාගාරික - කා.දැ.ගැ.ස
3. ප්‍රධාන අභ්‍යන්තර විගණක - කා.දැ.ගැ.ස

06.64.00 **நகர்ப்பகுதி வளர்ச்சித் திட்டம் - ஒப்பீட்டு வகை**
மாநகர பொறியியலாளர் திணைக்களம் - காணி, பூங்கா
அபிவிருத்தி பிரிவு / Municipal Engineer's Department -
Lands and Environmental Development Section

1 ஒப்பீட்டு வகை வளர்ச்சித் திட்டம் ஒப்பீட்டு வகை வளர்ச்சித் திட்டம்
/ காணி மற்றும் சுற்றுலா அபிவிருத்தி பிரிவின் காணி பரிசீலனை செய்வதற்காக
வழங்கும் நடவடிக்கை / paying compensation for land acquisition - LED

200,000,000

200,000,000

உலக வளர்ச்சித் திட்டம் 07 - கனம் அமைச்சர்
திருவள்ளூர் மாவட்டம் 07 - கனம் அமைச்சர்
Programme 07 - Solid Waste

07.71.01 **கனம் அமைச்சர் தலைமையிலான குழு /**
கனம் அமைச்சர் தலைமையிலான குழு /
Solid Waste Management Unit

1 ஒப்பீட்டு வகை வளர்ச்சித் திட்டம் / காணி கொள்வனவு செய்தல் / Purchase of Land
மொத்தம் / மொத்தம் தொகை / Total

75,000,000

325,000,000

0801 - ஒவ்வொரு 2014

காணிகள்
Lands

வடிகாட்டி எண் 07 - கன அழகு
நிகழ்ச்சித்திட்டம் 07 - கழிவு அகற்ற்ல்
Programme 07 - Solid Waste

07.71.01 கன அழகு கழிவுகளைக் கட்டுக் / கழிவு
அகற்ற்ல் மேலாண்மைப் பிரிவு / Solid Waste
Management Unit

1 ஒவ்வொரு கட்டுக் / காணி கட்டுக் / Purchase of Land

100,000,000

100,000,000

வடிகாட்டி எண். 08 - சாலை
நிகழ்ச்சித்திட்டம் 08 - வீதிகள்
Programme No. 08 - Roads

8.81.01 சாலை கட்டுக் கா கட்டுக் கட்டுக் / வீதி
அபிவிருத்தி புனர்தீர்மானம் பிரிவு / Road
Development and Rehabilitation Section

1 சாலை கட்டுக் ஒவ்வொரு கட்டுக் / Acquisition of Lands for Roads

10,000,000

10,000,000

ஒவ்வொரு/கட்டுக் தொகை /Total

170,100,000

வடிகாட்டி
நிகழ்ச்சி
01

11.01 கன
மாந
நிகழ்ச்சி
-Ad

கன
உத்த
மாந

11.01 கன
தின
(Ad)

கன
கன
Cons
Mem

11.01 கன
பெர்
-Fir

Parti

11.00 கன
தின

பெர்
தொ
Mun

11.00 கிர்
Dej

கிர்

11.00 கன
தின

கன

එසේ ම තව දුරටත්, ඉඩමකට යම් අලාභයක් සිදු වූ සෑම අවස්ථාවක දී ම එහි අයිතිකරුට සාධාරණ වන්දි ගෙවිය යුතු ය.

යාබද ඉඩමවලට කුණු විසි කිරීමට ඇති බලය.

55. යම් මහා නගරයක් ඇතුළත ඇති හෝ යෝජිත යම් විවිධ යක් අනුරේඛනය කිරීමෙහි, මැනීමෙහි, සෑදීමෙහි, නිර්මාණය කිරීමෙහි, විවෘත කිරීමෙහි, වෙනස් කිරීමෙහි, හැරවීමෙහි, අලුත් වැඩියා කිරීමෙහි, ශුද්ධ කිරීමෙහි හෝ වැඩි දියුණු කිරීමෙහි ලා හෝ එහි ඇති හෝ ඊට යම් වෙසකින් සම්බන්ධ යම් පාලමක්, වැටක්, කාණුවක්, චේල්ලක් හෝ අගලක් සෑදීමෙහි, තැනීමෙහි, අලුත් වැඩියා කිරීමෙහි, ශුද්ධ කිරීමෙහි හෝ වැඩි දියුණු කිරීමෙහි ලා, එබඳු යම් කර්මාන්ත ස්ථානයකින් ඉවත් කිරීමට අවශ්‍ය වන පස්, කුණු කසල හෝ ද්‍රව්‍ය, මහා නගර සභාවේ නිසි නිලධරයා විසින් විවිධය යා වූ හෝ ඒ අසල ඇති ඉඩම් කිසිවකට විසි කිරීම නීත්‍යානුකූල වන්නේ ය.

තාවකාලික පාරක් සෑදීමට ඇති බලය

56. යම් මහා නගරයක ඇති හෝ යෝජිත යම් විවිධයක යම් කාර්යයක් හෝ ඊට යම් ලෙසකින් සම්බන්ධ කාර්යයක් ක්‍රියාත්මක කෙරෙන කල්හි මහා නගර සභාවේ නිසි බලධරයා විසින් ඒ පාරට යා වූ හෝ ඒ අසල ඇති භූමි මැදින් තාවකාලික පාරක් සෑදීම නීත්‍යානුකූල වන්නේ ය :
එසේ වුව ද, යම් ගොඩනැගිල්ලක් පිහිටා ඇති යම් භූමියක් උඩින් හෝ කොටු කොට ඇති වන්නක් හෝ මිදුලක් උඩින් එබඳු පාරක් නොසෑදිය යුතු ය.

සේ කැපීමට ඇති බලය.

57. යම් මහා නගර සභාවක නිසි නිලධරයා විසින්, මහා නගරය තුළ යම් විවිධයක වැවෙන හෝ ඊට පාත් වී ඇති හෝ ඊට බාධක ව ඇති සියලුම ගස්, පඳුරු හෝ අකුල් සහ ගස්වල සියලු කොළ හෝ අතු හෝ මුල් කපා ඉවත් කිරීම ද යාබද හෝ ඒ අසල පිහිටි යම් ඉඩමක් මත දැමීම ද, ඒ කාර්යය සඳහා අවශ්‍ය විය හැකි තැනැත්තන්, සතුන් සහ උපකරණ ගෙන යම් ඉඩමකට හෝ ස්ථානයකට ඇතුළු වී, එහි දී ඒ ගස්, පඳුරු, අකුල්, කොළ, අතු හෝ මුල් කැපීම, සිදීම හෝ ඉවත් කිරීම සඳහා අවශ්‍ය විය හැකි සියලු දේ කිරීම ද නීත්‍යානුකූල වන්නේ ය.

වැටවල් ඉදිකිරීමට ඇති බලය.

58. මහා නගර සභාවක නිසි නිලධරයා විසින් අවශ්‍ය යැයි ඔහුට පෙනී යන කවර විටක වුව ද, මහා නගරය තුළ ඇති යම් විවිධයක පසකින් ඇති වැටවල්, බඩවැටි, අගල්, කාණු හෝ ඉවුරු ඉදි කිරීම හෝ සෑදීම නීත්‍යානුකූල වන්නේ ය. තවද, ඒ වැටවල්වලට, බඩවැටිවලට, අගල්වලට, කාණුවලට හෝ ඉවුරුවලට යාබද ව ඇති එක් එක් ඉඩමක අයිතිකරු හෝ පදිංචිකරු විසින් ඒවා මනා හා ප්‍රමාණවත් අලුත්වැඩියාවෙන් සහ තත්ත්වයෙන් තබා ගත යුතු අතර ඒවා එසේ මනා හා ප්‍රමාණවත් අලුත්වැඩියාවෙන් සහ තත්ත්වයෙන් තබා ගන්නා ලෙස එකී අයිතිකරුට හෝ පදිංචි කරුට මෙයින් නියම කරනු ලැබේ.

