

WASTE DISPOSAL AGREEMENT

entered into between

THE GARDEN ROUTE DISTRICT MUNICIPALITY (GRDM)

and

GEORGE MUNICIPALITY (GM)

and

MOSSEL BAY MUNICIPALITY (MBM)

and

BITOU MUNICIPALITY (BM)

and

KNYSNA MUNICIPALITY (KM)

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1. INTRODUCTION

WHEREAS GRDM has the powers and functions in accordance with Section 84(1)(e) of the Local Government: Municipal Structures Act, No. 117 of 1998 for solid waste disposal sites in so far as it relates to:

- the determination of a waste disposal strategy;
- the regulation of waste disposal; and
- the establishment, operation and control of waste disposal sites, bulk waste transfer facilities and waste disposal facilities for more than one local municipality in the district;

AND WHEREAS GRDM is the owner of Farm 419, Mossel Bay, on which it will operate a regional waste disposal site, and GM, MBM, BM and KM will make use of such a solid waste disposal site and the waste disposal facilities thereon;

AND WHEREAS GRDM intends to establish and construct a Regional Waste Disposal Facility on Farm 419, Mossel Bay and whereas a licence has been granted to the GRDM in terms of the Waste Act under licence number 12/9/11/L1395/9, as per Annexure 'A'.

NOW THEREFORE the Parties hereto agree as follows:

2. DEFINITIONS

2.1 In this Agreement, except in a context indicating that some other meaning is intended,

- 2.1.1 Administration Costs means the reasonable costs required by the GRDM for the proper administration, management and monitoring of the project which will not exceed 10% of the Waste Disposal Tariff as set out in Clause 11.14 and 11.15;

- 2.1.2 Agreement means this agreement entered into between GRDM, GM, MBM, BM and KM and includes all annexures hereto;
- 2.1.3 BM means the Bitou Municipality or its successors in title duly established in terms of Section 12 and 14 of the Local Government: Municipal Structures Act, No. 117 of 1998;
- 2.1.4. Business Day means any day of the week excluding Saturdays, Sundays and Public Holidays as determined in terms of the Public Holidays Act;
- 2.1.5. Change in Law means the promulgation, adoption, enactment or change in legislation, which occurs subsequent to the Financial Effective Date and affects the construction, ownership, operation, use or maintenance of the Regional Waste Disposal Facility required to provide GM, MBM, BM and KM with the waste disposal services provided for in this Agreement, including by way of example but not by way of limitation, the imposition of any new condition or other change which is first required by such a governmental body after the Effective Date with respect to the granting, issuance, or renewal of any required permit or licence or approval for the provision of the services;

- 2.1.6 Charges means all of the charges as agreed upon between the Parties to be levied by GRDM for the use of the Regional Waste Disposal Facility in terms of Clause 11 of this Agreement;
- 2.1.7 Contractual Term means the period of ten (10) years from the Financial Effective Date;
- 2.1.8 Cover material means clean sand or the material from earthmoving activities with the exclusion of large rocks and boulders exceeding 250mm in length which requires additional handling and treatment other than the normal covering and compaction, excluding reinforced builders rubble;
- 2.1.9 CPI means the consumer price index excluding interest on mortgage bonds, for metropolitan and other urban areas (Base 2016=100) published from time to time by Statistics SA in Statistical Release PO141;
- 2.1.10 Delivery Hours means the hours from 07h00 in the morning until 16h30 in the evening from Monday to Friday and 07h00 to 14h00 on Saturdays and public holidays when the need arises and on reasonable notice to GRDM, which shall be recorded in the contract entered into between GRDM and the service provider that operates the Regional Waste Disposal Facility. During peak holiday seasons, the

weekend hours may be extended by mutual agreement between the Parties;

- 2.1.11 Demolition Waste means waste, excluding hazardous waste, produced during the construction, alteration, repair or demolition of any structure, and includes rubble, earth, rock and wood displaced during that construction, alteration, repair or demolition and all waste defined as "building and demolition waste" in terms of the Waste Act;
- 2.1.12 Effective Date means the date of the Party signing last in time;
- 2.1.13 Financial Effective Date means the date upon which GRDM notifies the other Parties in writing that the construction of the Regional Waste Disposal Facility has been completed and is ready for operation;
- 2.1.13 Financial Year means a year commencing on 1 July in the one year and ending on 30 June of the following year;
- 2.1.14 Fixed Waste Disposal Costs means the fixed annual charge levied by GRDM for the use of the Regional Waste Disposal Facility in terms of Clauses 11.12, 11.16 to 11.21;
- 2.1.15 *Force Majeure* means any event of war, civil commotion, fire, flood, action by any government,

pandemics, terrorism, sabotage or embargos, industrial action, strike or labour unrest or any event beyond the reasonable control of the Party affected which directly causes either Party to be unable to comply with all or a material part of its obligations under this Agreement;

2.1.16 General Waste

means waste that is defined as "general waste" in terms of Schedule 3 of the Waste Act, as amended from time to time;

2.1.17 GM

means the George Municipality or its successors in title as established in terms of sections 12 and 14 of the Local Government: Municipal Structures Act, No. 117 of 1998;

2.1.18 GRDM

means the Garden Route District Municipality or its successors in title as established in terms of sections 12 and 14 of the Local Government: Municipal Structures Act, No. 117 of 1998;

2.1.19 GRDM Project Steering Committee

means the internal committee of GRDM responsible for contract administration and compliance with the tenders' specifications;

2.1.20 Good Engineering Practice

means those practices, methods and equipment that are generally observed at the time with reference to prudent engineering practice for a waste disposal site and transfer station design, waste collection,

handling, processing and disposal operations similar in size and function to those undertaken by GRDM in order to provide the services covered by this Agreement lawfully with safety, dependability, efficiency and economy in compliance with applicable government codes, if any, establishing engineering standards for similar services;

2.1.21 Hazardous Waste

means any waste that contains organic or inorganic elements or compounds that may, owing to the inherent physical, chemical or toxicological characteristics of that waste, have a detrimental impact on health and the environment and includes hazardous substances, materials or objects within business waste, residue deposits and residue stockpiles as outlined in Schedule 3 of the Waste Act;

2.1.22 IDP

means the respective Integrated Development Plans of the Participating Local Municipalities and GRDM as contemplated by the Local Government: Municipal Systems Act, No. 32 of 2000 and as adopted by the respective councils of the GRDM and Participating Local Municipalities;

2.1.23 KM

means the Knysna Municipality or its successors in title as established in terms of

sections 12 and 14 of the Local Government: Municipal Structures Act, No. 117 of 1998;

- 2.1.24 Licence means the Waste Management Licence (number 12/9/11/L1395/9) issued to Garden Route District Municipality on 05 February 2014 or as re-issued by any subsequent licence in respect of the Regional Waste Disposal Facility in terms of the Waste Act, annexed hereto and marked as 'A';
- 2.1.25 MBM means the Mossel Bay Municipality or its successors in title established in terms of sections 12 and 14 of the Local Government: Municipal Structures Act, No. 117 of 1998;
- 2.1.26 Monitoring Committee means the monitoring committee established in terms of paragraph 6.6 of the License, as set out in terms of Clause 10.1 of this Agreement;
- 2.1.27 Parties means GM, MBM, BM, KM and GRDM and "Party" refers to one of the Parties as the context may indicate;
- 2.1.28 Participating Municipalities Committee (PMC) means the Committee established in terms of Clause 10.2 of this Agreement;
- 2.1.29 Regional Waste Disposal Facility means the licensed Garden Route Regional Waste Disposal Facility situated on Farm 419, Mossel Bay, which is owned and operated by GRDM;

- 2.1.30 Rehabilitation Contribution means the portion of the Rehabilitation Costs that will be payable by GM, MBM, BM and KM as set out in Clauses 11.12, 11.22 to 11.26;
- 2.1.31 Rehabilitation Costs means the costs associated with rehabilitating the Regional Waste Disposal Facility;
- 2.1.32 Ring-fenced bank Account means an arrangement made with a bank whereby money is separated from an ordinary bank account for regulatory or contractual reasons, to be deposited and be earning interest, and where withdrawals of money will be authorised for said regulatory or contractual purposes only;
- 2.1.33 Third Parties means other municipalities and/or any private users in the Garden Route Regional District to which GRDM grants a right to make use of the Regional Waste Disposal Facility;
- 2.1.34 Waste Act means the National Environmental Management: Waste Act, No. 59 of 2008 as amended from time to time;
- 2.1.35 Waste Disposal Tariff means the variable tariff per ton of waste deposited, as indicated in Clauses 11.12,11.14 and 11.15.

3. INTERPRETATION

- 3.1 Expressions in the singular also denote the plural and vice versa.
- 3.2 Words and phrases denoting natural persons refer also to juristic persons and vice versa.
- 3.3 Pronouns of any gender include the corresponding pronouns of the other genders.
- 3.4 The rule of construction that a contract shall be interpreted against the Party responsible for the drafting or preparation of the Agreement, shall not apply.
- 3.5 Where the day upon or by which any act is required to be performed falls on a day which is not a Business Day, then the relevant date for performance shall be the next succeeding Business Day.
- 3.6 Where any term is defined within the context of any particular Clause in this Agreement, the terms so defined, unless it is clear from the Clause in question that the term so defined has limited application to the relevant Clause, shall bear the same meaning as ascribed to it for all purposes in terms of this Agreement in Clause 2.1.
- 3.7 References to a statutory provision include any subordinate legislation made from time to time under that provision and include that provision as modified or re-enacted from time to time.
- 3.8 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 3.9 Clause headings appear in this Agreement for purposes of reference only and shall not influence the proper interpretation of the subject matter.
- 3.10 In the event of a conflict between the Clauses as contained in this agreement and the licence issued the terms of the licence will prevail.

4. DURATION OF AGREEMENT

4.1 This Agreement shall commence on the Effective Date and shall endure for the whole Contractual Term of ten (10) years, calculated from the Financial Effective Date, subject to the successful compliance with the statutory requirements set out in Section 33 of the Local Government: Municipal Finance Management Act, No. 56 of 2003 prior to the signing of this Agreement and any Party`s right of termination as set out below.

4.2 This Agreement shall be reviewed every three (3) years.

5. TERMINATION OR CANCELLATION OF AGREEMENT

5.1 The termination and/or cancellation of this Agreement may occur –

5.1.1 at the expiry of the Contractual Term of this Agreement

5.1.2 by mutual written consent of all Parties

5.1.3 due to an event of *Force Majeure* in terms of Clause 19 resulting in a Party not being able to perform a material part of its obligations under this Agreement.

5.2 Termination and/or cancellation of this Agreement by a Party shall:

5.2.1 be with twelve (12) months written notice to all Parties prior to termination / cancellation of this Agreement;

5.2.2 be without prejudice to any accrued rights and obligations, excluding financial obligations that is not in dispute, under this Agreement as at the date of termination; and

5.2.3 not affect the continuing rights and obligations of the remaining Parties to this agreement.

5.3 Twelve (12) months prior to the expiry of the Contractual Term of this Agreement further negotiations will be entered to into between the Parties regarding the further extension of this Agreement and the conditions thereto.

6. REPRESENTATION OF THE PARTIES

6.1 GRDM warrants and represents to GM, MBM, BM and KM the following:

6.1.1 The execution and delivery of this Agreement has been properly and lawfully authorised and this Agreement constitutes legal, valid and binding obligations enforceable in accordance with its terms (except as enforceability may be limited by applicable laws).

6.1.2 To the best of its knowledge, there is no pending or threatened litigation or governmental proceedings which would affect its ability to perform its obligations under this Agreement.

6.2 GM, MBM, BM and KM warrant and represent to GRDM the following:

6.2.1 The execution and delivery of this Agreement has been properly and lawfully authorised and this Agreement constitutes legal, valid and binding obligations enforceable in accordance with its terms (except as enforceability may be limited by applicable laws).

6.2.2 To the best of their knowledge, there is no pending or threatened litigation or governmental proceedings, which would affect their ability to perform their obligations under this Agreement.

7. DEVELOPMENT AND CONTINUOUS MANAGEMENT OF THE REGIONAL WASTE DISPOSAL FACILITY

7.1 It is hereby recorded that GRDM intends to establish and construct a Regional Waste Disposal Facility on Farm 419, Mossel Bay under a licence granted to the GRDM in terms of the Waste Act under licence number 12/9/11/L1395/9.

7.2 GRDM has the powers and functions in accordance with Section 84(1)(e) of the Local Government: Municipal Structures Act, No. 117 of 1998 for solid waste disposal sites in so far as it relates to:

- the determination of a waste disposal strategy;
- the regulation of waste disposal; and

- the establishment, operation and control of waste disposal sites, bulk waste transfer facilities and waste disposal facilities for more than one local municipality in the district;

7.3 GRDM will be responsible for the development and continuous management of the Regional Waste Disposal Facility for the duration and in terms of this agreement.

8. OBLIGATIONS OF THE PARTIES

8.1 Responsibilities of GRDM for the duration of the Agreement:

8.1.1 Retain ownership of Farm 419, Mossel Bay, for the development, construction and operation of a Regional Waste Disposal Facility.

8.1.2 Design and construct the waste disposal facility in conformity with the Waste Act, the Licence and any regulations promulgated thereunder, all applicable codes, permits, bylaws, regulations and other applicable laws, as well as in accordance with Good Engineering Practice.

8.1.3 Obtain and maintain all necessary and required statutory authorisations for the handling and disposal of General and Hazardous Waste at the Regional Waste Disposal Facility.

8.1.4 Use its best endeavours, within the limitations imposed by legislation and its budget, to proceed with the further development of the Regional Waste Disposal Facility in a diligent, orderly and prudent manner for the municipalities in the Garden Route Regional District.

8.1.5 If GRDM chooses to award a contract to a private entity to design and construct the waste disposal facility and/or operate the Regional Waste Disposal Facility, it shall proceed in a diligent, orderly, and prudent manner and shall at all times keep GM, MBM, BM and KM informed of its progress in that process.

8.1.6 Operate and maintain the Regional Waste Disposal Facility to be capable of receiving and disposing waste from GM, MBM, BM and KM.

- 8.1.7 Operate the Regional Waste Disposal Facility in a manner that will minimise any adverse impact upon residents of the surrounding areas.
 - 8.1.8 Accept General and Hazardous Waste from GM, MBM, BM and KM during the Delivery Hours.
 - 8.1.9 Allow and encourage the recovery of waste by GM, MBM, BM and KM instead of disposing the waste at the Regional Waste Disposal Facility.
 - 8.1.10 Comply with all the obligations of the Licence *inter alia* with regards to the construction, the general impact management and operation, the monitoring, record keeping, reporting and auditing requirements.
 - 8.1.11 In the event that the construction tender is terminated due to poor performance or other related tender matters or in the event where the fault lies with GRDM the participating local municipalities be indemnified from any claims, costs, or future risks that may be incurred in relation to the contractor.
 - 8.1.12 The GRDM Project Steering Committee must submit a detailed report to the PMC for consideration in terms of Clause 10.2
- 8.2 Responsibilities of GM, MBM, BM and KM for the duration of the Agreement:
- 8.2.1 Ensure that all waste conforms to the Waste Act and any regulations promulgated thereunder, national legislation and the licence conditions of the Regional Waste Disposal Facility.
 - 8.2.2 Ensure that GRDM are provided with the necessary details of vehicles of municipalities and/or their duly appointed contractors that will dispose of waste (i.e. registration number, licence numbers, etc.).
 - 8.2.3 Use all reasonable endeavours to encourage the reduction of waste and must report on the waste diversion figures at the PMC meetings.
 - 8.2.4 All waste shall be of a compactable standard, meaning that it is manageable to be spread and compacted as part of General Waste by

the service provider on the landfill and that no additional processing is required.

8.2.5 Waste types or loads that do not conform to the prescriptions as set out above and in the licence conditions of Regional Waste Disposal Facility will not be accepted.

9. CONSTRUCTION AND OPERATING AGREEMENTS

9.1 Parties acknowledge that

9.1.1 GRDM will be contractually bound to a private entity for the construction, operation and management of the Regional Waste Disposal Facility and will be contractually bound to a financial service provider to service the loan granted to fund the establishment and construction of the Regional Waste Disposal Facility.

9.1.2 GRDM's financial obligations in terms of the contracts referred to in Clause 9.1.1 can only be met on payment of the charges set out in Clause 11.

9.2 The Regional Waste Disposal Facility will be operated by GRDM as a ring-fenced cost centre, which will provide for all operational costs (including future rehabilitation and monitoring of the site according to national norms and standards) and which costs will include the costs of servicing any loan taken up by GRDM in terms of the construction of Regional Waste Disposal Facility.

9.3 Separate ringfenced cost centres must be created for the various types of waste services.

9.4 Separate tariffs, excluding tariffs for Hazardous Waste as referred to in Clause 11.11, will be levied for participating municipalities and other third parties. Any revenue generated from third parties will be allocated to the relevant ringfenced cost centre, as per Clause 9.3, and will be taken into consideration when calculating tariffs.

9.5 GRDM must ensure and warrants that any agreement concluded between GRDM and any private entity for the construction, operation and management of the Regional Waste Disposal Facility is in agreement with the conditions of this Agreement, excluding agreements concluded prior to the conclusion of this Agreement.

10. COMMITTEES TO BE ESTABLISHED

10.1 Monitoring Committee

10.1.1 A Committee as required in terms of the Licence is hereby established and will include, amongst others, two (2) representatives from each of the Parties which will meet within three (3) months of the Effective date.

10.2 Participating Municipalities Committee (PMC)

10.2.1 The PMC is hereby established consisting of representatives from each of the Parties.

10.2.2 The Parties agree that in conducting their affairs the Parties must seek to achieve the objects of the Intergovernmental Relations Framework Act, No. 13 of 2005 and the Regulations promulgated in terms thereof.

10.2.3 Due to the scope, complexity and importance of the establishment of the Regional Waste Disposal Facility the PMC will attend, at least monthly, during the Construction Phase, the site meetings currently held between GRDM, the consulting engineers and the contractor, and will consider and advise and/or decide on the report from the GRDM Project Steering Committee until the Financial Effective Date.

10.2.4 All Parties will have the right to nominate any official other than Waste Management Officers to attend the meetings of the PMC to ensure that the Regional Waste Disposal Facility construction is adequately monitored and functions effectively.

10.2.5 As from the Financial Effective Date the functions of the PMC will *inter alia* be to discuss and consult each other on matters of waste disposal, including:

10.2.5.1 determine the proposed tariffs in terms of this agreement and related activities;

10.2.5.2 to discuss all related financial matters such as the cost centres and financial statements.

10.2.6 The PMC must have its first meeting within one month of the Effective Date.

10.2.7 The PMC's Terms of Reference and code of conduct shall be compiled by the PMC and be submitted to each of the Parties' councils for approval.

11. CHARGES

Cost Recovery Summary

11.1 The attached cost recovery summary, marked as Annexure B, is accepted as the summary of all costs to be recovered from GM, MBM, BM and KM by GRDM and Annexure B will be used as the basis for the calculations as stipulated hereunder.

11.2 The Administration Costs means the reasonable costs as annually revised and required by GRDM for the proper administration, management and monitoring of the project which will not exceed 10% of the Waste Disposal Cost.

11.3 When determining the tariffs for Fixed Waste Disposal, Waste Disposal and the Rehabilitation Contribution the cost as per the ringfenced cost centres must be included in the calculations. When calculating the tariff, the cost must exclude depreciation charges whilst it must include the redemption portion of the loan.

11.4 The latest actual results of the cost centres must be included in the calculation of cost reflective tariffs considering the conditions in 11.3.

- 11.5 That on Effective Date of this agreement the total estimated cost centre for the Regional Waste Management Facility will be in accordance with Annexure C as stipulated under the heading; “GRDM Operating Cost Centre” amounting to R360 000.00 and which will be further negotiated by the PMC.
- 11.6 GRDM should inform the Parties at least five (5) months prior to the beginning of a new financial year of the proposed tariffs for the following financial year for discussion and finalisation by the PMC.
- 11.7 GM, MBM, BM and KM undertake to pay the applicable Charges including but not limited to GRDM a Fixed Waste Disposal Cost, a variable Waste Disposal Tariff per ton of waste disposed and a Rehabilitation Contribution per ton of waste disposed that is based on cost reflected tariffs for the cost centre/(s) as determined in Clause 11.3 and 11.4.
- 11.8 In the event of GRDM being unable to accept or refusing to accept General Waste at the Regional Waste Disposal Facility, save as a consequence of a *Force Majeure*, in which case Clause 19 will be applicable, GM, MBM, BM and KM will not be held liable for the Waste Disposal Tariff, the Rehabilitation Contribution and the Fixed Waste Disposal Cost.
- 11.9 GM, MBM, BM and KM undertake to pay the full amount invoiced by GRDM within thirty (30) days of the day of receipt of a valid invoice and to make all payments directly per electronic funds transfer into GRDM’s bank account (s), particulars of which will be furnished by GRDM from time to time.
- 11.10 GRDM will absorb the Capital Costs of the Hazardous Waste Cell and associated infrastructure (R28 Million) and the Waste Tyre Facility (R3.8 Million), amounting to R31.8 Million which will cover the increase in construction costs without a reduction in the scope of works.
- 11.11 The Capital Costs of the Hazardous Waste Cell will be recovered by GRDM through the Hazardous Waste Disposal Tariff which will be for private transporters as well as participating local municipalities.

11.12 In the event of an additional municipality joining the project, the recalculation of the financial model will be done collectively by GRDM and all the existing participating local municipalities in terms of Clause 10.2 above.

Dispute procedure with regards to accounts

11.13 Disputes will not be accepted as reason for non-payment, except in the case where the Municipality questions the correctness of any specific account, in which instance the procedure as set out below must be followed. In order for a dispute to be registered with the GRDM, the following procedures must be followed:

11.13.1 By the relevant Municipality:

11.13.1.1 The Municipality must submit the dispute in writing to the Accounting Officer of GRDM before or on the due date for payment specified in the account concerned or as soon as reasonably possible thereafter;

11.13.1.2 It must clearly state that it is a dispute;

11.13.1.3 No dispute will be registered verbally whether in person or over the telephone;

11.13.1.4 The full nature of the dispute must be described in the correspondence referred to above;

11.13.1.5 The onus will be on the Municipality to ensure that it receives a written acknowledgement of receipt of the dispute from GRDM;

11.13.1.6 In the interim the Municipality must pay the average of the last four months' accounts as calculated by GRDM where such history of the account is available. Where no such history is available, the Municipality must pay without prejudice of rights an estimate provided by GRDM before payment due date until the matter is resolved.

11.13.2 By GRDM:

On receipt of the query or dispute, the following actions are to be taken:

- 11.13.2.1 All incoming queries or disputes must be registered on the document management system. Within fourteen (14) days after receipt of a query it must be answered via e-mail, telephonically or by normal mail;
- 11.13.2.2 If the Municipality is not satisfied with the reply or the corrective actions regarding the query and a formal written dispute is received, the authorised official of GRDM must ensure that the dispute is taken to the Chief Financial Officer for a final decision;
- 11.13.2.3 A written acknowledgement of receipt of the dispute must be provided to the Municipality within seven (7) days;
- 11.13.2.4 GRDM should not institute enforcement proceedings against the Municipality for an amount or an account entry that is in dispute until it has resolved the dispute;
- 11.13.2.5 All investigations regarding disputed amounts must be concluded by Chief Financial Officer or his/her delegate within twenty-one (21) calendar days from receipt thereof;
- 11.13.2.6 The Municipality shall be advised in writing of the findings and if the dispute has not been resolved to the satisfaction of any one of the Parties the proceeding as set out in Clause 20 must be followed.

Waste Disposal Tariff

11.14 The Waste Disposal Tariff shall be calculated based on the costs incurred by GRDM in operating the Regional Waste Disposal Facility, including but not limited to fees for contractors, administration cost, audit, water and gas monitoring, weighbridge calibration, maintenance on pipework, maintenance of fences, clearing of alien vegetation, personnel equipment and site visits. Any costs referred to, inclusive of calculations of apportioned costs, shall be strictly in relation to the operating of the Regional Waste Disposal Facility. The Rehabilitation Cost will not form part of the operational cost allocation to the users of the service but will be a separate charge.

11.15 GM, MBM, BM and KM shall each be liable to pay GRDM a Waste Disposal Tariff in accordance with GRDM's Council's approved tariff listing as reviewed and approved annually in so far as it complies with Clause 11.3.

Fixed Waste Disposal Cost

11.16 The Fixed Waste Disposal Cost is calculated in accordance with GRDM's loan repayment obligations which are to be incurred for the purpose of constructing the Regional Waste Disposal Facility.

11.17 The loan repayment terms are a ten (10) year contract with a floating interest rate as per the final decision by GRDM in collaboration with the participating municipalities. Instalments on the loan repayment shall also be adjusted in accordance with any changes to the floating interest rate as stated above if required.

11.18 In line with the debt agreement with the Lender, GRDM will, on a monthly basis, invoice the Parties their proportionate contribution, which amount must be paid within thirty (30) days of statement.

11.19 The monthly invoices of participating municipalities will be adjusted proportionately downwards in accordance with any penalties imposed, excluding penalties to be utilised for the benefit of the project, on the Contractor during construction of the facility. Any penalties imposed by GRDM must be disclosed to the PMC.

11.20 The Fixed Waste Disposal Cost shall be divided proportionately between GM, MBM, BM and KM based on waste disposal data as per weighbridge records recorded at the facility. The proportion to be repaid by the Parties, will be reviewed and amended on an annual basis and agreed between the Parties. For the first financial year (or part thereof), the following percentages of the repayment instalments is applicable to the Parties, namely

GM – 42%

MBM – 33%

BM – 11%

KM – 14%

11.21 Any change in the Fixed Waste Disposal Cost shall be aligned to any change in the actual loan repayment instalment, which shall be applied to the applicable invoice as soon as there is a change in the floating interest rate.

Rehabilitation Contribution

11.22 The Regional Waste Disposal Facility will be required to be rehabilitated at the end of its useful lifespan.

11.23 GM, MBM, BM and KM, being the users of the Regional Waste Disposal Facility, shall be liable to contribute based on the agreed proportion towards the Rehabilitation Costs of the Regional Waste Disposal Facility from the Financial Effective Date through payment of the Rehabilitation Contribution in accordance with Clauses 11.24 to 11.26.

11.24 The Rehabilitation Contribution shall be deposited into a dedicated ring-fenced bank account, kept by the holder of the Permit for the rehabilitation in terms of the conditions contained in the Licence, inclusive of post-closure monitoring. The total interest generated in respect of the funds must be retained in the dedicated ring-fenced bank account. Withdrawals from this ring-fenced account shall be for the purpose of rehabilitation expenses only.

11.25 The Rehabilitation Costs and Rehabilitation Contribution shall be reviewed annually, by a duly appointed consulting engineer appointed by GRDM after consultation with GM, MBM, BM and KM, before the end of November of that Financial Year in accordance with the budget time frames, for implementation by 1 July of the subsequent year. The Rehabilitation Costs and Rehabilitation Contribution will be adjusted in accordance with the determination of the duly appointed consulting engineer as agreed upon between the Parties in writing.

11.26 For the first Financial Year following the Financial Effective Date the Rehabilitation Contribution will be determined once the cost has been determined by duly appointed consulting engineers.

12. WEIGHING OF REFUSE

12.1 GRDM shall establish and maintain a weighbridge at the Regional Waste Disposal Facility, which weighbridge will be used to weigh a loaded vehicle delivering waste, and after having disposed of its contents at the Regional Waste Disposal Facility, the unloaded vehicle thereafter being weighed again, the difference constituting the amount of waste so disposed.

12.2 Deliveries shall be recorded separately. Unless otherwise agreed, each incoming and outgoing vehicle shall be weighed with gross weight, time and truck identification indicated on a weigh record. GM, MBM, BM, KM and third parties and the driver of each vehicle shall receive a copy of the weigh ticket, which shall include at least the following information:

- Date and time of delivery
- Vehicle identification number
- Driver information
- Tons delivered
- Load description as per pre-determined category

GRDM shall retain all weigh tickets until audited by the Parties' external auditors. The weigh tickets shall be used by the Parties as a basis for the calculations required herein and shall be verified at least annually.

12.3 Should GM, MBM, BM and/or KM dispute the tonnage as reflected in the weighbridge calculation it will be investigated by GRDM and its decision, with reasons therefore, shall be given to GM, MBM, BM and KM within 10 (ten) Business Days after receipt of the dispute.

12.4 Should GM, MBM, BM and/or KM not be satisfied with the decision or the reasons given, it may resort to the provisions of Clause 20.

- 12.5 GM, MBM, BM and KM shall have the right to inspect the weighbridge and weigh records at any time subject to reasonable written notice being given of such envisaged inspection.
- 12.6 GRDM shall, have the weighbridge calibrated in accordance with the specifications of the manufacturer or as agreed on between the Parties at least annually, by the supplier thereof or other competent and authorised authority, which must be SANS approved, and provide GM, MBM, BM and/or KM with a certified copy of the findings.
- 12.7 In the event of it being found that the weighbridge was malfunctioning to the extent that it was inaccurate by more than five percent (5%) GRDM will have the weighbridge repaired as soon as reasonably possible and will act within three (3) days of receiving such notice within the terms and conditions of the Operational and Maintenance Tender. During the period the weighbridge is being repaired, the weight of the material will be determined by means of the average of similar loads received.
- 12.8 Any deviation exceeding five percent (5%) will result in accounts previously rendered and the tonnages registered to be adjusted retrospectively for the two months prior to the weighbridge being calibrated after malfunctioning.
- 12.9 In the event of a power failure or where the electricity supply is delayed by the supplier, the weight of the material will be determined by means of the average of similar loads received.

13. FINANCIAL COMMITMENT BY THE PARTIES

- 13.1 In the event that any one of the Municipalities withdraw from this Agreement, the remaining Municipalities will not be held liable for payment of the portion of such Party`s charges, as stipulated in Clause 11 of this Agreement, towards GRDM.
- 13.2 In the event of any of the Municipalities withdrawing from this Agreement GRDM will within seven (7) days of the withdrawal of any Municipality revert to Clause 20.

14. WASTE OWNERSHIP

- 14.1 Provided that the Municipal Waste delivered by the Municipality to the Garden Route Regional Waste Management Facility complies with the conditions of the Licence, ownership and risk of the waste shall pass to the GRDM upon delivery thereof at the Facility.
- 14.2 Should GRDM decided to sell any of the Waste delivered by any of the Parties, GRDM will deposit any such net profit made from such sale into the ringfenced bank account to be utilised for the benefit of the project.

15. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa.

16. CHANGE IN LAW

If, after the Effective Date, as a direct result of a Change in Law, GRDM shall incur an increase in the cost of construction, operation or maintenance of the Regional Waste Disposal Facility to be utilised by GM, MBM, BM and KM, related solely to a Change in Law, then the Charges, contemplated in Clause 11 will be increased accordingly in consultation with GM, MBM, BM and KM to ensure that GRDM is able to recover the additional costs. The increase shall be effective on the beginning of the next Financial Year after the Change of Law comes into effect. GRDM shall provide GM, MBM, BM and KM with evidence of the additional costs incurred or to be incurred as a result of the Change in Law. Should any of the Parties dispute the increase in the Charges, that dispute shall be dealt with in terms of the provisions of Clause 20.

17. VARIATIONS AND AMENDMENT

- 17.1 The Parties acknowledge that this Agreement contains the entire agreement between them.
- 17.2 No variation, alteration, cancellation of, or addition hereto shall be of any force or effect unless reduced to writing and signed by all Parties to this Agreement or their duly authorised representatives.

- 17.3 No indulgence, leniency or extension of time which any Party ("the Grantor") may grant or show to any other Party, shall in any way prejudice the Grantor or preclude the Grantor from exercising any of its rights in the future.
- 17.4 The Parties consent to the non-exclusive jurisdiction of the High Court of South Africa, Western Cape Local Division, for any proceedings arising out of or in connection with this Agreement.
- 17.5 Except as provided for elsewhere in this Agreement, a Party may not cede any or all of that Party's rights or delegate any or all of that Party's obligations under this Agreement without the prior written consent of all other Parties.

18. NOTICE AND DOMICILIA

- 18.1 The Parties hereto respectively choose *domicilium citandi et executandi* ("*domicilium*") for the purpose of all payments to be made, any notices, demands, process or communications intended for either Party and for all purposes of and in connection with this Agreement, as follows:

18.1.1 GRDM

Address: 54 York Street, George, 6530

Tel: 044 803 1354

Email: records@gardenroute.gov.za

18.1.2 GM

Address: 71 York Street, George, 6530

Tel: 044 801 9111

Email: gmun@george.gov.za

18.1.3 MBM

Address: 101 Marsh Street, Mossel Bay

Tel: 044-606 5000

Email: admin@mosselbay.gov.za

18.1.4 **BM**

Address: 4 Sewell Street, Plettenberg Bay, 6600

Tel: 044-501 3000

Email: records@plett.gov.za

18.1.5 **KM**

Address: 5 Clyde Street, Knysna

Tel: 044-302 6300

Email: knysna@knysna.gov.za

18.2 The Parties shall be entitled to change their *domicilium* from time to time, provided that any new *domicilium* selected by it shall be situated in the Republic of South Africa, shall be an address other than a box number, and any such change shall only be effective upon receipt of notice in writing by the other Party of such change.

18.3 All notices, communications or processes in terms of this Agreement shall be in writing.

18.4 Any notice, communication or any process addressed by one of the Parties to the other shall be deemed to have been sufficiently served and/ or delivered upon the Party:-

18.4.1 By registered mail on the fifth (5th) Business Day after posting;

18.4.2 By electronic mail on the date of e-mail to the mentioned email address if transmitted prior to 13h00 failing which, it shall be deemed to have been received on the first normal Business Day following date of transmission;

18.4.3 By hand during normal business hours at the time of delivery;

18.4.4 The above Clauses will not be so construed as to oust the service procedures, specifically those of personal service as depicted in any applicable legislation of the Republic of South Africa.

18.4.5 The Parties hereby specifically agree that all formal notices and/or demands and/or process must be served personally at the office of the receiving Party`s Municipal Manager as per the *domicilium* stated above.

19. FORCE MAJEURE

19.1 As a result of a *Force Majeure* event, the Party claiming relief shall be relieved from liability under this Agreement to the extent that by reason of the *Force Majeure* event it is not able to perform all or a material part of its obligations under this Agreement.

19.2 Where a Party is (or claims to be) affected by an event of *Force Majeure*:

19.2.1 it shall take all reasonable steps to mitigate the consequences of such an event upon the performance of its obligations under this Agreement, resume performance of its obligations affected by the event of *Force Majeure* as soon as practicable and use all reasonable endeavours to remedy its failure to perform; and

19.2.2 it shall not be relieved from liability under this Agreement to the extent that it is not able to perform, or had not in fact performed, its obligations under this Agreement due to its failure to comply with its obligations under this Agreement.

19.3 The Party claiming relief shall serve written notice on the other Parties within ten (10) Business Days of it becoming aware of the relevant event of *Force Majeure*. Such initial notice shall give sufficient details to identify the particular event claimed to be an event of *Force Majeure*.

19.4 A subsequent written notice shall be served by the Party claiming relief on the other Parties within a further ten (10) Business Days which shall contain such relevant information relating to the failure to perform (or delay in performing) as is available, including (without limitation) the effect of the event of *Force Majeure* on the ability of the Party to perform, the action being taken in accordance with Clause 19.2.1 the date of the occurrence of the event of *Force*

Majeure and an estimate of the period of time required to overcome it (and/or its effects).

- 19.5 The Party claiming relief shall notify the other as soon as the consequences of the event of *Force Majeure* have ceased and when performance of its affected obligations can be resumed.
- 19.6 If, following the issuance of any notice referred to in Clause 19.4 the Party claiming relief receives or becomes aware of any further information relating to the event of *Force Majeure* (and/or any failure to perform), it shall submit such further information to the other Parties as soon as reasonably possible.
- 19.7 The Parties shall endeavour to reach consensus within thirty (30) days from notification of occurrence of an event of *Force Majeure*, to any modifications to this Agreement which may be equitable having regard to the nature of an event or events of *Force Majeure*, failing which Clause 20 shall apply.

20. DISPUTE RESOLUTION

- 20.1 This Agreement shall be governed by and constructed in accordance with the laws of the Republic of South Africa.
- 20.2 In the event of any dispute arising from this Agreement, the Parties shall make every effort to settle such dispute amicably, including the initiation of direct negotiations with senior management, representatives or negotiations through an intermediary.
- 20.3 Should a dispute between the Parties, despite such mediation, remain unresolved for a period of thirty (30) days after being so referred, either of the aforementioned Parties may declare such dispute a formal intergovernmental dispute by notifying the other Party of such declaration in writing, in accordance with Section 41 of the Intergovernmental Relations Framework Act, No. 13 of 2005 to settle the dispute, the costs to be borne by the Parties involved equally.
- 20.4 In accordance with the Section 42(2) of the Intergovernmental Relations Framework Act, No. 13 of 2005 the Parties agree that the dispute shall be

submitted to and decided by arbitration on notice given by either Party to the other Party or Parties in terms of this Clause.

20.5 Such arbitration shall be held in George, or such other place as may be agreed to between the Parties in accordance with the provisions of the Arbitration Act, No. 42 of 1965, save that:

20.5.1 the Arbitrator who shall act as an expert, shall have the absolute discretion to determine the procedure to be adopted.

20.5.2 it being agreed the intention, if possible, the arbitration shall be held and concluded within twenty (20) Business Days after it has been demanded.

20.6 Save as otherwise specifically provided in this Agreement, the Arbitrator shall be, if the question in dispute is:

20.6.1 primarily an accounting matter - an independent accountant of not less than ten (10) years' standing, as may be agreed upon between the Parties;

20.6.2 primarily a legal matter - a practising advocate or attorney of not less than ten (10) years' standing, as may be agreed upon between the Parties;

20.6.3 any other matter - an independent and suitably qualified person, as may be agreed upon between the Parties.

20.7 If any agreement cannot be reached on whether the question in dispute falls under Clauses 20.6.1 or 20.6.2 or 20.6.3 above or upon a particular arbitrator in terms of Clause 20.6 within five (5) Business Days after the arbitration has been demanded, then the President for the time being of the Legal Practice Council of the Western Cape, shall determine whether the questions in dispute falls under Clauses 20.6.1, 20.6.2 or 20.6.3 and nominate the arbitrator in terms of the relevant sub-Clause within five (5) Business Days after the Parties have failed to agree, so that the arbitration must be held and be concluded within the twenty (20) Business Days referred to in Clause 20.5.2.

20.8 This Clause shall constitute each Party's irrevocable consent to the arbitration proceedings, and no Party shall be entitled to withdraw here from or to claim at such arbitration proceedings that it is not bound by this Clause.

20.9 Each of the Parties hereby irrevocably agrees that the decision of the Arbitrator in the arbitration proceedings shall be final and binding on each of them, will be carried into effect; and can be made an order of any Court to whose jurisdiction the Parties are subject.

20.10 Nothing herein prohibits any Party to obtain urgent relief in a Court of Law. Urgent procedures and/or procedures calling for an interdict and/or motions proceeding/s will not be subject to arbitration. The arbitration Clause is inserted to allow for a speedy conclusion of the merits of dispute, but the Parties are under no obligation to refer a matter to arbitration.

21. BREACH

21.1 Subject to Clause 20 above, in the event that a Party to this Agreement fails to comply with any provisions of this Agreement, the other Party ("the aggrieved Party") shall furnish such Party with a notice of breach.

21.2 The aggrieved Party shall serve the other Party with a notice of breach, clearly setting out the nature and extent of the breach and direct the Party to remedy such breach with a period of seven (7) business days.

21.3 If such breach is not remedied by the date and to the extent, as stipulated in the notice of breach, the aggrieved Party must refer the breach to be dealt with in terms of Clause 20.

22. SEVERABILITY

22.1 Clause 20 is severable from the rest of the Agreement and shall therefore remain in effect even if this Agreement is terminated.

22.2 In the event of any condition or provision of the Agreement being held to be invalid or unenforceable, the rest of the Agreement remains intact, enforceable, valid and binding.

23. SIGNATURE CLAUSE

- 23.1 This Agreement is signed by the Parties on the dates and at the places indicated below.
- 23.2 This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement as at the date of signature of the Party last signing one of the counterparts.
- 23.3 The persons signing this Agreement in a representative capacity warrant their authority to do so.
- 23.4 The Parties record that it is required for this Agreement to be valid and enforceable that a Party shall initial the pages of this Agreement and/or have its signature of this Agreement verified by two (2) witnesses.
- 23.5 The Parties record that the agreement can be signed electronically and that such electronic signature will be regarded as the original.
- 23.6 Parties also record, that such electronic signature does not need to be an advanced electronic signature.
- 23.7 The signatories hereof, being duly authorised thereto, by their signatures hereto authorise the execution of the work detailed herein or confirm their acceptance of the contents hereof and the authorise the implementation or adoption thereof for and on behalf of the Parties represented by them.

24. CONFIDENTIALITY

- 24.1. Except where otherwise provided for in this Agreement, the terms and conditions of this Agreement, all data, reports, records and any other information of any kind whatsoever, developed or acquired by any Party in connection to this Agreement shall be treated by the Parties as confidential. Each Party undertakes not to reveal or otherwise disclose such confidential information to any third party without the prior written consent of the other Parties and shall take all reasonable steps and precautions to ensure that such

information remains strictly confidential and that any third party does not obtain access thereto or knowledge thereof. The foregoing restrictions shall not apply to the disclosure of necessary information to employees, relevant agents or contractors of the Parties. Any third party that may become privy to such information shall first undertake in writing to protect the confidential nature thereof.

24.2. The confidential undertaking in this Clause shall not apply in respect of confidential information within the public domain or a Party's knowledge at the commencement of this Agreement or to disclosure required to satisfy an order of a Court of competent jurisdiction, or to comply with the provisions of any law or regulations which may be in force from time to time.

24.3. Neither Party shall at any time as from the Effective Date of this Agreement, release any defamatory or adverse statements to the press, media, or make any other defamatory or adverse public statement of any nature of the subject matter of this Agreement.

THE DISTRICT MUNICIPALITY

SIGNED AT _____ ON THIS _____ DAY OF _____ 2023

Signature: _____

**MG STRATU
MUNICIPAL MANAGER**

AS WITNESSES:

1. _____

2. _____

GEORGE MUNICIPALITY

SIGNED AT _____ ON THIS _____ DAY OF _____ 2023

Signature: _____

**DR. M GRATZ
MUNICIPAL MANAGER**

AS WITNESSES:

1. _____

2. _____

MOSSEL BAY MUNICIPALITY

SIGNED AT _____ ON THIS _____ DAY OF _____ 2023

Signature: _____

**CB PUREN
MUNICIPAL MANAGER**

AS WITNESSES:

1. _____

2. _____

BITOU MUNICIPALITY

SIGNED AT _____ ON THIS _____ DAY OF _____ 2023

Signature: _____

**M MEMANI
MUNICIPAL MANAGER**

AS WITNESSES:

1. _____

2. _____

KNYSNA MUNICIPALITY

SIGNED AT _____ ON THIS _____ DAY OF _____ 2023

Signature: _____

**O SEBOLA
MUNICIPAL MANAGER**

AS WITNESSES:

1. _____

2. _____



environmental affairs

Department:
Environmental Affairs
REPUBLIC OF SOUTH AFRICA

ANNEXURE A

Private Bag X 447, PRETORIA, 0001· Fedsure Building, 315 Pretorius Street, PRETORIA
Tel: (+ 27 12) 310 3911 Fax (+ 27 12) 322 2682

Ref No.: 12/9/11/L1395/9

Enquiries: Mr. Bonginkosi Dlamini

Tel: (012) 310 3897 **Fax:** (012) 310 3753. **Email:** BRDlamini@environment.gov.za
www.environment.gov.za

Eden District Municipality
P.O. Box 12
GEORGE
6530

Tel: (044) 0493 0006
Fax: (044) 693 3159

Attention: Morton Hubbe

APPLICATION FOR A WASTE MANAGEMENT LICENCE IN TERMS OF THE NATIONAL ENVIRONMENTAL MANAGEMENT: WASTE ACT, 2008 (NO. 59 OF 2008): PROPOSED SORTING, TREATMENT OF GENERAL WASTE, DISPOSAL OF INERT WASTE AND THE CONSTRUCTION OF FACILITIES

Please find hereto attached a waste management license issued in terms of S.49 of the National Environmental Management Waste Act, 2008 (Act 59 of 2008) "NEMWA".

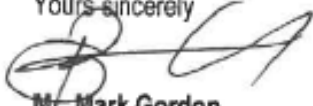
In terms of regulation 10(2) of the Environmental Impact Assessment Regulations, 2010 (the Regulations), you are instructed to notify all registered interested and affected parties, in writing within 12 (twelve) days of the date of license, of the Department's decision in respect of your application as well as the provisions regarding the submission of appeals are contained in the Regulations.

Your attention is drawn to Chapter 7 of the Regulations, which prescribes the appeal procedure followed. The appeal procedure is summarized in Annexure 1 of the license. Kindly include a copy of this document with the letter of notification to interested and affected parties.

Should the applicant or any other party wish to appeal any aspect of the decision a notice of intention to appeal must be lodged by all prospective appellants with Minister, within 20 days of the date of license. Please include the Department (Attention: Director: Licensing) in the list of the interested parties, for record purpose.

The authorised activity/ies shall not commence within twenty (20) days of the date of signature of the license. Furthermore, please note that the Minister may, on receipt of appeals against the authorization or conditions thereof suspend the authorization pending the outcome of the appeals procedure.

Yours sincerely



Mr. Mark Gordon

Deputy Director-General: Chemicals and Waste Management

Department of Environmental Affairs

Letter signed by: Mr. Bonginkosi Dlamini

Designation: Director: Licensing

Date: 05/02/2014



environmental affairs

Department:
Environmental Affairs
REPUBLIC OF SOUTH AFRICA

Private Bag X 447 · PRETORIA · 0001 · Fedure Building · 315 Pretorius Street · PRETORIA Tel (+ 27 12) 310 3811 · Fax (+ 2712) 322 2682

Ref. 12/9/11/L1395/9

EDMS Reference: WL130844

Enquiries: Mr Bonginkosi Dlamini

Tel: (012) 310-3897 Fax: (012) 310-3753 Email: brdlamini@environment.gov.za
www.environment.gov.za

LICENCE NUMBER: 12/9/11/L1395/9
CLASS: B (WASTE DISPOSAL FACILITY)
WASTE MANAGEMENT FACILITY: EDEN REGIONAL WASTE DISPOSAL FACILITY
LOCATION: PORTION 9 OF THE FARM DRIE FONTEINEN NO.
243, PORTION 1 OF THE FARM PATRYSFONTEIN
NO. 228 AND REMAINDER OF FARM NO. 310
IMMEDIATELY WEST OF
PETROSA/MOSSDUSTRIA, MOSSELBAY,
WESTERN CAPE PROVINCE
LICENCE HOLDER: EDEN DISTRICT MUNICIPALITY
ADDRESS: P.O. BOX 12, GEORGE, 6530
CONTACT PERSON: MORTON HUBBE
CONTACT DETAILS: TEL: (044) 493 0006; FAX: (044) 693 3159

WASTE MANAGEMENT LICENCE IN TERMS OF SECTION 49(1)(a) OF THE NATIONAL ENVIRONMENTAL MANAGEMENT: WASTE ACT, 2008(ACT NO. 59 OF 2008)

In terms of National Environmental Management: Waste Act, 2008 (Act No. 59 of 2008) read with the Environmental Impact Assessment Regulations, 2010, published in Government Notice No. R.543 of 18 June 2010 (the Regulations), the Deputy Director General: Chemicals and Waste Management, hereby grants Eden District Municipality a Waste Management Licence for the following waste management activities as listed in Category A and B of Government Notice No 921 dated 29 November 2013:



Class: B – Licence: Eden Regional Waste Disposal Facility

Category A

- (2) The sorting, shredding, grinding, crushing, screening or bailing of general waste at a facility that has a an operational area in excess of 1000m².
- (7) The treatment of general waste using any form of treatment at a facility that has the capacity to process in excess of 10 tons but les that 100 tons.
- (9) The disposal of inert waste in excess of 25 tons and with a total capacity of 25 000 tons, excluding the disposal of such waste for the purposes of levelling and building which has been authorized by or under other legislation.
- (12) The construction of facilities for the activities listed in Category A of this Schedule (not in isolation to associated activity).

Category B

- (7) The disposal of any quantity of hazardous waste to land.
- (8) The disposal of general waste to land covering an area in excess of 200m² and with a total capacity exceeding 25 000 tons.
- (10) The construction of facilities for activities listed in Category B of this Schedule (not in isolation to associated activity).

In this Licence, "Director" means the Director: Licencing of the National Department of Environmental Affairs who may be contacted at the address below:

Director: Licensing
Department of Environmental Affairs
Private Bag X447
PRETORIA
0001

Class: B – Licence: Eden Regional Waste Disposal Facility

In this Licence, "Director: RPW" means the Director: Resource Protection and Waste of the National Department of Water Affairs (DWA) who may be contacted at the address below:

Director: Resource Protection and Waste

Department of Water Affairs

Private Bag X 313

PRETORIA

0001

1. SITE DETAILS

1.1 LOCATION

1.1.1 This Licence authorises the construction and operation of Eden Regional Waste Disposal Facility which is located on the Portion 9 of the Farm Drie Fontein No. 243, Portion 1 of the Farm Patryfontein No. 228 and Remainder of Farm No. 310 Immediately West of Petrosa/Mossdustrya, Mosselbay, within the jurisdiction of Eden District Municipality, Western Cape Province (hereafter referred to as "the Site").

1.1.1 The location of the Site must be according to the co-ordinates indicated on the licence application form, which is defined as follows:

Hazardous waste disposal facility

Number of corners	Latitude	Longitude
Corner 1	34°09'53.39"	21°56'58.23"
Corner 2	34°09'49.56"	21°57'13.94"
Corner 3	34°10'02.39"	21°57'19.30"
Corner 4	34°10'06.34"	21°57'03.53"

Builder's Rubble Disposal Footprint

Number of corners	Latitude	Longitude





Class: B – Licence: Eden Regional Waste Disposal Facility

Corner 1	34°10'35.25"	21°57'01.27"
Corner 2	34°10'35.53"	21°57'10.53"
Corner 3	34°10'39.25"	21°57'10.39"
Corner 4	34°10'38.97"	21°57'01.12"

Green waste Disposal Footprint

Number of corners	Latitude	Longitude
Corner 1	34°10'35.05"	21°56'51.74"
Corner 2	34°10'35.22"	21°57'00.77"
Corner 3	34°10'38.92"	21°57'00.64"
Corner 4	34°10'38.67"	21°56'51.12"

Reclamation Facility Footprint

Number of corners	Latitude	Longitude
Corner 1	34°10'35.63"	21°57'11.02"
Corner 2	34°10'35.66"	21°57'14.80"
Corner 3	34°10'39.44"	21°57'14.60"
Corner 4	34°10'39.33"	21°57'10.81"

1.2 DOCUMENTS CONSIDERED

1.2.1 The Waste Management Licence Application Form dated 8 June 2010,

1.2.2 The Record of Decision from Department of Water Affairs dated 1 July 2013; and

1.2.3 The draft waste management licence from Western Cape Department of Environmental Affairs and Development Planning.



Class: B – Licence: Eden Regional Waste Disposal Facility

LICENCE CONDITIONS

1.3 SITE SECURITY AND ACCESS CONTROL

- 1.3.1 The Licence Holder must ensure effective access control of the Waste Management Site to prevent unauthorised entry. Weatherproof, durable and legible signs in at least three official languages applicable in the area must be displayed at each entrance to the site. The signs must indicate the risks involved in entering the Site, warn against the use of water containing waste and must include the name, address and telephone number of the Licence Holder and the person responsible for the operation of the Site.
- 1.3.2 The Licence Holder must prevent treatment of waste that is not authorised for treatment at the Site.

2. MANAGEMENT

2.1 GENERAL MANAGEMENT

- 2.1.1 The activities shall be managed and operated:
- In accordance with a documented Environmental Management System (EMS), that, *inter alia*, identifies and minimises the risk of pollution, including those arising from operations, maintenance, accidents, incidents and non-conformance as well as those drawn to the attention of the Licence Holder as a result of complaints;
 - In accordance with conditions of this Licence and any other written instruction by the Director; and
 - By an adequate, competent staff complements.
- 2.1.2 Any persons having duties that are or may be affected by this Licence must have convenient access to a copy thereof, which copy must be kept at or near the place where those duties are carried out.
- 2.1.3 A copy of this Licence may be published by the Department, in its discretion, on any



Class: B – Licence: Eden Regional Waste Disposal Facility

website or other media.

2.2 DESIGNATION OF WASTE MANAGEMENT CONTROL OFFICER

2.2.1 A **Waste Management Control Officer (WMCO)** must be designated to monitor and ensure compliance and correct implementation of all mitigation measures and provisions as stipulated in the licence and standard operation procedures. The WMCO must:

(a) Report any non-compliance with any Licence conditions or requirements or provisions of NEM:WA to the licensing authority.

2.2.2 The duties and responsibility of the WMCO should not be seen as exempting the Licence Holder from any other legal obligations in terms of the NEM:WA

2.3 EMERGENCY PREPAREDNESS PLAN

2.3.1 The Licence Holder must maintain and implement an emergency preparedness plan and review it annually when conducting audit, after each emergency incident and major accident. The plan must, amongst others, include measures to address:

- a) Power failure;
- b) Equipment malfunction;
- c) Site fires;
- d) Spillage (on Site);
- e) Industrial Action
- f) Natural disasters such as floods; and
- g) The plan must include contact details of the nearest police station, ambulance services and the emergency centre.

3. PERMISSIBLE WASTE

3.1 Any portion of the Facility which has been constructed or developed according to



Class: B – Licence: Eden Regional Waste Disposal Facility

Condition 4 of this Licence may be used for sorting, treatment and disposal of general and hazardous waste.

- 3.2 The classification, acceptance and disposal criteria as listed in the latest edition of the document "Minimum Requirements for Handling, Classification and Disposal of Hazardous Waste, Waste Management Series, Department of Water Affairs and Forestry" or its successor must be conformed to.

4. CONSTRUCTION OF THE FACILITY

- 4.1 The construction and further development of the Site must be in accordance with the engineering drawings numbered A122/101 AE, typical layout site 2 drawing number A122/102AE Site layout plan A122/103AE, locality Plan drawing A122/201, 202 and 203 prepared by Jan Palm Consulting Engineers dated July 2013.
- 4.2 The design reports and drawings must be certified by a registered, professional civil engineer prior to submission to the competent authority.
- 4.3 The Service life considerations must be quantified taking into account temperature effects on containment barriers
- 4.4 The total solute seepage (inorganic and organic) must be calculated in determining acceptable leakage rates and action leakage rates
- 4.5 Alternative elements of proven equivalent performance which has been considered, as the replacement of the following:
- (i) Granular filters or drains with geosynthetic filters or drains
 - (ii) Protective soil layers with geotextiles; or
 - (iii) Clay components with geomembranes or geosynthetic clay liners



Class: B – Licence: Eden Regional Waste Disposal Facility

- 4.6 All drainage layers must contain drainage pipes of adequate size, spacing and strength to ensure atmospheric pressure within the drainage application for the service life of the landfill
- 4.7 The alternative design layouts for slopes exceeding 1.4 (vertical: horizontal) may be considered provided equivalent performance is demonstrated
- 4.8 The Licence Holder must ensure that the construction quality assurance during construction is conducted
- 4.9 Geosynthetic materials must comply with relevant South African National Standards specifications, or any prescribed management practice or standards which ensure equivalent performance
- 4.10 The License Holder must consider the compatibility of liner material with the waste stream, in particular noting the compatibility of natural and modified clay soils exposed to waste containing salts
- 4.11 The Licence Holder must construct and maintain on a continuous basis, drainage and containment system capable of collecting and storing all contaminated runoff water arising from the site in the event of 1:100 year rain event. The system must under the said rainfall event, maintain a freeboard of one metre.
- 4.12 After the construction of the Site the Licence Holder shall notify the Director and shall submit a certificate or alternatively a letter stating that the construction of the Site is in accordance with the recognised civil engineering practice and the requirements is satisfied with the construction of the Site and has given permission for the Licence Holder to dispose within the Site
- 4.13 The liner system for hazardous cells must survive the service life (50 years) and the post closure monitoring period of the Facility. The temperature of the primary liner



Class: B – Licence: Eden Regional Waste Disposal Facility

must be monitored by a registered professional engineer and if it exceeds 35 degrees Celsius remedial action such as cooling must be done.

4.14 After construction of the Facility or further development within the Facility, the Licence Holder shall notify the Director thereof and the person referred to in condition 4.13 shall submit a certificate that the construction of the Facility or further development within the Facility, as proposed by the Licence Holder and approved by the Director, is in accordance with recognised civil engineering practices before treatment and disposal of waste activity may commence at the Facility.

4.15 The completed construction works of the Facility shall be inspected by an official of the Department and the person referred to in condition 4.13. If the Director is satisfied with the construction of the Facility or any further development within the Facility and has given written permission, the Licence Holder may use the Facility or any further development within the Facility for the disposal or any other waste activity mentioned above.

5. GENERAL IMPACT MANAGEMENT AND OPERATION

5.1 IMPACT MANAGEMENT

5.1.1 Waste which is not permissible on Site must be dealt with according to relevant legislation or the Department's policies and practices.

5.1.2 The Licence Holder must prevent spillages. Where they happen nonetheless, condition 2.3.1 above shall apply and the Licence Holder must ensure the effective and safe cleaning of such spillages.

5.1.3 The Licence Holder must ensure that waste water is not discharged to a water source, or to land where it could cause pollution. Waste water should be contained and disposed of in terms of the relevant legislation.

5.1.4 The Licence Holder must ensure that emissions from the activities shall be free from



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- odour at levels likely to cause annoyance.
- 5.1.5 The slope of the sides of the disposal area must be constructed to form part of the 1:3 sloped berms that is in 5m vertical steps and maintained in such a manner that erosion is prevented.
- 5.1.5 The Licence Holder must prevent the occurrence of nuisance conditions or health hazards.
- 5.1.8 The Licence Holder must ensure that all personnel who work with hazardous waste are trained to deal with these potential hazardous situations so as to minimise the risks involved. Records of training and verification of competence must be kept by the Licence Holder.
- 5.1.9 The Licence Holder must ensure that suitable fencing and indigenous vegetation must be established and maintained around the Facility to effectively screen the Facility from nearby roads paying attention to blending in with the natural environment of the area.
- 5.1.10 A specific area must be demarcated for fuelling and workshop services and such area must be bunded to reduce the possibility of soil and water contamination.
- 5.2 OPERATION
- 5.2.4 The Licence Holder must take all reasonable steps to ensure that the integrity of the waterproof base and infrastructure are routinely monitored and corrective action must be taken before containment integrity is breached.
- 5.2.7 No general and hazardous waste is burned at the Facility.
- 5.2.8 The Licence Holder must ensure that all roads on the Facility are maintained to allow access to all areas by vehicle.
- 5.2.9 Waste disposed of at the Facility must be compacted and covered on a daily basis



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- with a minimum of 150 millimetres of soil or other material approved by the Director.
- 5.2.10 The Licence Holder must ensure that the maximum height of the waste body must not exceed 12m above the immediate ground level relative to the average metres above mean sea level (mamsl).
- 5.2.11 The Licence Holder must make use of **moveable fences to control windblown litter.**
- 5.2.12 Waste disposed of at the Facility must not be reclaimed by unauthorised salvagers.
- 5.2.13 The Licence Holder must establish servitudes for the "buffer zone" of 380m West, 600m North, 400m East and 250m South. Heavy industries or light industries which may be permitted within the buffer zone or servitudes.
- 5.2.14 The Licence Holder must ensure that the Facility layout and levels of the surface of the Facility is free-draining throughout so that no ponding of runoff water occurs on or around the waste management Facility.
- 5.2.15 The Licence Holder must ensure that all runoff water arising on land adjacent to the Facility, which could be expected as a result of the estimated maximum precipitation during a period of 24 (twenty four) hours with an average frequency of once in 50 (fifty) years does not come in contact with the waste.
- 5.2.16 Operational works on the Facility must be constructed and maintained on a continuous basis by the Licence Holder to divert and drain from the waste management areas of the Facility, all runoff water arising on the Facility, which could be expected as a result of the estimated maximum precipitation. Such operational works, under the said rainfall event, must maintain a freeboard of half a metre (0.5 m).
- 5.2.17 Runoff water must comply with the quality requirements as per the Department of Water Affairs or with such quality requirements as may from time to time be



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determined by the Minister and shall be drained from the Facility in a legal manner.

- 5.2.18 Runoff water which does not comply with the quality requirements and all leachate must, by means of works which must be constructed and maintained on a continuous basis by the Licence Holder to be treated to comply with the aforementioned quality requirements and be discharged in a legal manner.
- 5.2.19 The Licence Holder must ensure that stormwater is prevented to flow onto and off the Facility (including through the entrance gate) by means of clay and soil berms.
- 5.2.20 Erosion-protection must be provided to berms by means of vegetation.
- 5.2.21 The areas designated to various processes or waste types should be clearly marked.
- 5.2.22 The Licence Holder must manage landfill gas in terms of the standards specified in the Minimum Requirements, a gas monitoring and/or extraction system must be implemented when required or indicated by the Director.

6. MONITORING

6.1 MONITORING METHODS AND PARAMETERS

- 6.1.1 The Licence Holder must carry out all tests required in terms of this Licence in accordance with published laboratory analysis methods or those prescribed by and obtainable from the South African Bureau of Standards (SABS), referred to in the Standards Act, 2008 (Act 08 of 2008).
- 6.1.2 The Licence Holder may only use another method of analysis if approved by the Department.
- 6.1.3 The Licence Holder must put in place a monitoring and measurement plan that must amongst others include:



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- 6.1.3.1 Tonnage received, reclaimed, treated and transferred;
 - 6.1.3.2 Waste types and sources;
 - 6.1.3.3 Air quality monitoring;
 - 6.1.3.4 Yearly topographical survey
- 6.2 WATER QUALITY MONITORING
- 6.2.1 Surface water monitoring shall be performed in all storm water drains on and adjacent to the Site at locations selected in conjunctions with the Department of Water Affairs and at such a frequency as determined by the responsible authority.
 - 6.2.2 The Licence Holder must establish and maintain a ground water monitoring network for the Facility within 6 (six) months of the date of this Licence. The monitoring network should consist of upstream and downstream monitoring boreholes of the Facility, to the satisfaction of the Director and the Director: RPW, so that unobstructed sampling, as required in terms of this Licence, can be undertaken. The boreholes must monitor the same aquifer and must be hydraulically linked through pumping test results.
 - 6.2.3 Monitoring boreholes must be equipped with lockable caps. The Department and DWA reserve the right to take water samples at any reasonable time and to analyse these samples or have them analysed.
 - 6.2.4 Storm water management must be implemented to avoid storm water mixing with leachate generated from the Facility. Surface water monitoring must be performed in all stormwater drain outlets that discharges to the natural environment and at locations selected in conjunction with the Director: RPW and at such a frequency as determined by the Director: RPW.
 - 6.2.5 Groundwater quality should be the same as per background analysis and if groundwater quality deteriorates remediation action should be taken.



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- 6.6.3 The Monitoring Committee shall be representative of relevant interested and affected persons and may consist of at least the following persons:-
- 6.6.3.1 representative(s) of this Department;
 - 6.6.3.2 representative(s) of the Provincial Department responsible for waste management and environmental functions; and
 - 6.6.3.3 at least 3 (three) persons/parties, or their representatives elected by the local residents.
- 6.6.4 The Monitoring Committee shall meet at least once every six (6) months and not later than 30 days after the external audit report specified in condition 10.2.
- 6.6.5 The Permit Holder must keep minutes of all meetings of the Monitoring Committee and distribute these minutes to all members of the Monitoring Committee within 30 days after the meeting.
- 7. INVESTIGATIONS**
- 7.1 If, in the opinion of the Director, environmental pollution, nuisances or health risks may be occurring or are occurring on the Site, the Licence Holder must initiate an investigation into the cause of the problem or suspected problem.
- 7.2 If, in the opinion of the Director and/or Director: RPW, water pollution may be occurring or is occurring, the Licence Holder must initiate an investigation into the cause of the problem or suspected problem. Such investigation must include the monitoring of the water quality variables at those monitoring points and at such frequency as may be specified by Director: RPW.
- 7.3 Should the investigation carried out as per conditions 7.1 and 7.2 above reveal any unacceptable levels of pollution, the Licence Holder must submit mitigation measures to the satisfaction of the Director.



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8. RECORDS

- 8.1 The Licence Holder must keep records and update all the information referred to in Annexure II and submit this information to the Director on an annual basis.
- 8.2 All records required or resulting from activities required by this Licence must:
- (a) Be legible;
 - (b) Be made as soon as reasonably practicable and should form part of the external audit report;
 - (c) If amended, be amended in such a way that the original and any subsequent amendments remain legible and are easily retrievable; and
 - (d) Be retained in accordance with documented procedures.
- 8.3 Records demonstrating compliance with condition 2.1.1 must be maintained for five years.

9. REPORTING

- 9.1 The Licence Holder must, within 24 hours, notify the Director of the occurrence or detection of any incident on the Site, or incidental to the operation of the site, which has the potential to cause, or has caused pollution of the environment, health risks, nuisance conditions or water pollution.
- 9.2 The Licence Holder must, within 14 days, or a shorter period of time, if specified by the Director, from the occurrence or detection of any incident referred to in condition 9.1, submit an action plan, which must include a detailed time schedule, and resource allocation, signed off by top management, to the satisfaction of the Director and/or the Director: RPW of measures taken to –
- a) Correct the impact resulting from the incident;
 - b) Prevent the incident from causing any further impact; and
 - c) Prevent a recurrence of a similar incident.



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occasion an official report must be compiled by the relevant auditor to report the findings of the audits, which must be made available to the external auditor specified in condition 10.2.1.

10.2 EXTERNAL AUDITS

10.2.1 The Licence Holder must appoint an independent external auditor to audit the site biennially and the auditor must compile an audit report documenting the findings of the audit, which must be submitted by the licence holder according to condition 9.7 above.

10.2.2 The audit report must:

- a) Specifically state whether conditions of this licence are adhered to;
- b) Include an interpretation of all available data and test results regarding the operation of the site and all its impacts on the environment;
- c) Specify target dates for the implementation of the recommendations by the Licence Holder to achieve compliance;
- d) Contain recommendations regarding non-compliance or potential non-compliance and must specify target dates for the implementation of the recommendations by the Licence Holder and whether corrective action taken for the previous audit non conformities was adequate; and
- e) Show monitoring results graphically and conduct trend analysis.

10.3 DEPARTMENTAL AUDITS AND INSPECTIONS

10.3.1 The Department reserves the right to audit and/or inspect the Site without prior notification at any time and at such frequency as may be determined by the Director.

10.3.2 The Licence Holder must make any records or documentation available to the Director upon request, as well as any other information he/she may require.



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- 9.3 In the event that measures have not been implemented within 21 days of the incident to address impacts caused by the incident referred to in condition 9.1, or measures which have been implemented are inadequate, the Director may implement the necessary measures at the cost and risk of the Licence Holder.
- 9.4 The Licence Holder must keep an incident and complaints register, which must be attached to the external audit report, as well as the Department and DWA for audit purposes.
- 9.5 The Department must be notified without delay in the case of the following:
- a) Any malfunction, breakdown or failure of equipment or techniques, accident or fugitive emission which has caused, is causing or may cause significant pollution;
 - b) The breach of this Licence; and
 - c) Any significant adverse environmental and health effects.
- 9.6 The Department must be notified within 14 days of the following changes:
- a) Licence Holder's trading name, registered name or registered office address;
 - b) Particulars of the licence Holder's ultimate holding company (including details of an ultimate holding where a licence holder has become a subsidiary; and
 - c) Steps taken with a view to the Licence Holder, or any one of them, going into bankruptcy, entering into arrangement with creditors, or, in the case of them being in a partnership, dissolving the partnership.
- 9.7 Each external audit report referred to in condition 10.2 below must be submitted to the Director within 30 days from the date on which the external auditor finalised the audit report.
- 10. AUDITING**
- 10.1 INTERNAL AUDITS
- 10.1.1 Internal audits must be conducted annually by the Licence Holder and on each audit



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11. LEASING AND ALIENATION OF THE SITE

- 11.1 Should the Licence Holder want to alienate or lease the Site, he/she must notify the Director in writing of such an intention at least 120 days prior to the said transaction for approval.
- 11.2 Should the approval be granted, the subsequent Licence Holder shall remain liable for compliance with all licence conditions.

12. TRANSFER OF WASTE MANAGEMENT LICENCE

- 12.1 Should the Licence Holder want to transfer the Licence, he/she must apply in terms of Section 52 of the National Environmental Management: Waste Act, 2008 (Act No 59 of 2008).
- 12.2 Any subsequent Licence Holder shall be bound by conditions of the Licence.

13. GENERAL

- 13.1 The construction of the licenced activity may not commence within twenty (20) days of the date of signature of this Licence.
- 13.2 Should the Licence Holder be notified by the Minister in writing of a suspension of the Licence pending any appeals decision, you may not commence with the activities licenced by the Minister.
- 13.3 After the appeal period has expired and no good cause to extend the appeal period has been submitted, the activity may commence provided a notice has been submitted to the Department. The notice must include a date on which it is anticipated that the activity will commence.
- 13.4 The activity must commence within a period of two (2) years from the date of issue. If



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- commencement of the activity does not occur within that period, the Licence lapses and a new application for a Licence must be made in order for the activity to be undertaken.
- 13.5 If the Licence Holder anticipates that commencement of the activity would not occur within two (2) year period, he/she **must** apply and **show good cause** for an extension of the licence six (6) months prior to its expiry date.
- 13.6 This Licence shall not be transferable unless such transfer is subject to condition 12.1.
- 13.7 This Licence shall not be construed as exempting the Licence Holder from compliance with the provisions of National and Provincial Legislation and any relevant Ordinance, Regulation, By-law or relevant National Norms and Standards.
- 13.8 Transgression of any condition of this Licence could result in the Licence being withdrawn by the Department.
- 13.9 Non-compliance with a condition of this Licence may result in criminal prosecution or other actions provided for in Section 67 (1) of the National Environmental Management: Waste Act, 2008.
- 13.10 In terms of section 28 and 30 of the NEMA and section 19 and 20 of the National Water Act No.36 of 1998, any costs incurred to remedy environmental damage must be borne by the person responsible for the damage. It is therefore imperative that the Licence Holder reads through and understands the legislative requirements pertaining to the project. It is the Applicant's responsibility to take reasonable measures which include informing and educating contractors and employees about the environmental risks of their work and training them to operate in an environmentally acceptable manner.
- 13.11 This Licence is valid for a period of ten (10) years and shall be reviewed every five (05) years from the date of issue or at any time before or after that date. Based on the



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results of the review, especially compliance to Licence conditions or recommendations from the audit reports and or changing legislation, the Licence could be amended or withdrawn or the validity thereof extended.

14 APPEAL OF LICENCE

14.1 The licence holder must notify every registered interested and affected party, in writing and within twelve (12) days, of receiving the Department's decision.

14.2 The notification referred to in 14.1. must –

14.2.1 Specify the date on which the Licence was issued;

14.2.2 Inform the registered interested and affected party of the appeal procedure provided for in Chapter 7 of GN No. R 543 of 18 June 2010 in terms of National Environmental Management Act, 1998, as amended (see Annexure 1);

14.2.3 Advise the interested and affected party that a copy of a Licence will be furnished on request; and

14.2.4 An appeal against the decision must be lodged in terms of chapter 7 of GN No. R 543 of 18 June 2010 in terms of NEMA 1998, as amended, from the date of this license, with: The Minister, Department of Environmental Affairs, Private Bag X 447, PRETORIA, 0001, Tel No.: (012) 310 3705, Fax No.: (012) 320 7561.

Mr. Mark Gordon

DEPUTY DIRECTOR GENERAL: CHEMICALS AND WASTE MANAGEMENT

DATE: 05/02/2014

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ANNEXURE I

APPEALS PROCEDURE IN TERMS OF CHAPTER 7 OF R. 543 OF 2010 TO BE FOLLOWED BY THE APPLICANT AND INTERESTED AND AFFECTED PARTIES UPON RECEIPT OF NOTIFICATION OF A WASTE MANAGEMENT LICENCE

APPLICANT	INTERESTED AND AFFECTED PARTIES (IAPs)
1. Receive a notification of a Waste Management Licence from the relevant Competent Authority	1. Receive a notification of a Waste Management Licence from Applicant/Consultant
2. Within 12 days of receipt of notification, notify the relevant Competent Authority and all IAPs of intention to appeal	2. Within 20 days of receipt of notification, notify the relevant Competent Authority of intention to appeal
3. Notification served by the Applicant must include: 3.1. A copy of the notice of intention to appeal; and 3.2. A notice indicating where and for what period the appeal submission will be available for inspection by all IAPs	3. Appellant must serve on the Applicant 3.1. A copy of the notice of intention to appeal 3.2. A notice indicating where and for what period the appeal submission will be available for inspection by the applicant
4. The appeal must be submitted to the relevant Competent Authority or delegated organ of State within 30 days of lodging of the notice of intention to appeal	4. The appeal must be submitted to the relevant Competent Authority or delegated organ of State within 30 days of lodging of the notice of intention to appeal
5. A person or organ of state that receives notice of an appeal may submit a responding statement to the relevant Competent Authority or delegated organ of state within 30 days from the date that the appeal submission was made available for inspection by the appellant	5. An Applicant that receives notice of an appeal may submit a responding statement to the relevant Competent Authority or delegated organ of State within 30 days from the date the appeal submission was made available for inspection by the appellant





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NOTES:

1. An appeal against a decision must be lodged with:-

- a) The Minister of Water and Environmental Affairs if the decision was issued by the Director- General of the Department of Environmental Affairs (or another official) acting in his/ her capacity as the delegated Competent Authority;
- b) The delegated organ of state where relevant.

2. An appeal lodged with:-

- a) The Minister of Water and Environmental Affairs must be submitted to the Department of Environmental Affairs by means of one of the following methods:
 - By facsimile: (012) 320 7561
 - By post: Private Bag X447, Pretoria, 0001; or
 - By hand: 2nd Floor, Fedsure Forum Building, North Tower, cnr. Pretorius and Lilian Ngoyi Streets, Pretoria.
- c) The delegated organ of state, where relevant, must be submitted to the delegated organ of state.

3. An appeal must be:-

- a) On an official form obtainable or published by the relevant department;
- b) Accompanied by:
 - a statement setting out the grounds of appeal;
 - supporting documentation which is referred to in the appeal and is not available to the relevant Competent Authority;
 - a statement that the appellant has complied with regulation 62 (2) or (3) together with copies of the notices referred to in regulation 62;
 - The prescribed appeal fee, if any.

4. A copy of the official appeal form can be obtained from:

Mr TH Zwane

Senior Legal Administration (Appeals)

Tel: 012 310 3929

tzwane@environment.gov.za; or

Mr. TR Rambuda

Legal Administration Officer (Appeals)

Tel: 012 310 1758

trambuda@environment.gov.za.



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ANNEXURE II

INFORMATION WHICH SHALL BE SUBMITTED ON AN ANNUAL BASIS (CONDITION 8.1)

* = Indicate with an X. Please print legibly

NAME OF SITE: _____	DATE OF REPORT : _____ (y/m/d)
---------------------	--------------------------------

1. Registered owner(s) of property on which the waste management facility is situated is situated:

Name	Telephone	
Postal Address	Fax	
	Postal Code	

2. Operator in control of the waste management facility

Name	Telephone	
Identity number	Tel. After hours	
Educational Qualifications		
Other Relevant competencies:		

3. Indicate the type of waste and approximate quantities of waste stored and sorted

Type of waste (Specify)	Quantity (m ³ annum ⁻¹)	Source
TOTAL		

4. Indicate the type of waste and approximate quantities of waste transferred for recycling, treatment and disposal during the year:

Type of waste	Quantity (m ³ annum ⁻¹)	Reused or Disposed
TOTAL		

I, the undersigned, declare that the information stated above below is to my knowledge a true reflection of the status at Eden Regional Waste Disposal Facility.

Signature: _____

Name: _____

Capacity: _____

Place: _____



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ANNEXURE III

WATER QUALITY VARIABLES REQUIRED FOR QUARTERLY MONITORING

Monitor at quarterly intervals for:

Chemical Constituent		Surface water should include
pH	Nitrite as N	Suspended Solids
Electrical Conductivity (EC)	Potassium	
Dissolved Organic Carbon	Chemical Oxygen Demand	
Boron	Total Alkalinity	
Chloride	Boron	
Calcium	Bicarbonate	
Magnesium	Total Dissolved Solids	
Sodium	Total Alkalinity	
Sulphate	Ammonium	



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ANNEXURE IV

**WATER QUALITY VARIABLES REQUIRED FOR DETECTION AND INVESTIGATIVE
MONITORING:**

Chemical Constituent	Chemical Constituent	Surface water should include
pH	Nitrite as N	Suspended Solids
Electrical Conductivity (EC)	Potassium	
Dissolved Organic Carbon	Chemical Oxygen Demand	
Boron	Total Alkalinity	
Chloride	Boron	
Calcium	Bicarbonate	
Magnesium	Total Dissolved Solids	
Sodium	Total Alkalinity	
Sulphate	Ammonium	
Aluminium	Manganese	
Strontium	Mercury	
Nickel	Zinc	
Lead	Phosphate	
Arsenic	Bromide	
Cadmium	Copper	
Total chromium	Chromium (hexavalent) (Cr6+)	

ANNEXURE B

The estimated cost recovering summary to be recovered from the B Municipalities is as follows:

Column1	Column	Column3	Column4	Column5	Column6	Column
Borrowing at at a floating rate (JIBAR plus 2.01%) cvcurrently 10.43%						
DESCRIPTION		Total	Mossel Bay	George	Knysna	Bitou
tonnages split		7 565	2 507	3 155	1 094	809
tonnages percentage split		100%	33%	42%	14%	11%
Fixed portion based on CAPEX of R277 309 149 (included intrim interest excluding VAT)						
Mossel Bay Regional Landfill Site - General waste	7 565	R47 105 885	R15 607 818	R19 644 784	R6 814 258	R5 039 025
Sub Total A		R47 105 885	R15 607 818	R19 644 784	R6 814 258	R5 039 025
Variable Cost Portion Related to operations						
ESTIMATED COST BASED ON CURRENT OPERATIONAL COST OF LANDFILL SITES EQAEL IN SIZE						
Mossel Bay Regional Landfill Site - General waste	7 565	R7 416 000	R2 457 179	R3 092 729	R1 072 786	R793 307
Cost centre Garden Route Municipality	7 565	R3 000 000	R994 004.34	R1 251 103.83	R433 974.95	R320 916.89
Sub Total B		R10 416 000	R3 451 183	R4 343 832	R1 506 761	R1 114 223
REHABILITATION COST						
Annual Amount To Be Invested In A Sinking Fund Yielding The Future Amount						
Annual Cost		R3 854 604	R1 277 164	R1 607 503	R557 601	R412 336
Sub Total C		R3 854 604	R1 277 164	R1 607 503	R557 601	R412 336
Sub Total A+B+C		R61 376 489	R20 336 165	R25 596 120	R8 878 620	R6 565 584
!0% Aministrative Fee on (Sub Total B)		R1 041 600	R345 118	R434 383	R150 676	R111 422
Total Cost (excl VAT)		R62 418 089	R20 681 284	R26 030 503	R9 029 296	R6 677 006

CONCLUSION

The estimated annual cost recovering tariff (excluding VAT), as per participating municipality for the interim period is as follows:

Mossel Bay	R20 681 284
George	R26 040 503
Knysna	R9 029 296
Bitou	R6 677 006

ANNEXURE C

Total Estimated Cost Centre for the Regional Waste Management Facility		
1	Operations & Maintenance	R
1.1	Estimated Operating Cost (Operations & Maintenance Tender)	R 7 416 000,00
	Sub Total 1	R 7 416 000,00
2	GRDM Operating Cost Centre	R
2.1	Annual External Audit	R 70 000,00
2.2	Water Monitoring	R 60 000,00
2.3	Gas Monitoring	R 20 000,00
2.4	Landfill Airspace Survey	R 10 000,00
2.5	GRAP 19	R 45 000,00
2.6	Annual Weighbridge Calibration	R 70 000,00
2.7	Annual Tariff Modelling	R 85 000,00
	Sub Total 2	R 360 000,00
3	Total (1+2)	R 7 776 000,00
	GRDM 10% Admin Fee	R 777 600,00