

DANCED

Draft Pilot Project Document for Recycling in Mbabane

Annexure 1-2-7-8-9

Job
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Annexure 1: Pilot Project proposal for Mbabane Recycling

1. Project Title: **RECYCLING OF POST CONSUMER PAPER & PACKAGING WASTE**

2. Problems to be addressed by the Pilot Project

There is an increasing litter problem in many of the built up areas of the Kingdom of Swaziland which is associated with the careless disposal of post consumer packaging waste. Post consumer packaging waste refers to those elements of the waste stream that are discarded after the contents have been consumed, e.g. soft drink cans, glass and plastic bottles, cardboard boxes, plastic shopping bags, newspapers and other paper waste.

The pilot project will test the effectiveness of a combination of the Drop-Off Centre and Buy-Back Centre approach as a means of recovering post consumer packaging and paper waste. These centres will be located in areas where there is substantial commuter traffic, e.g. in the centre of the City of Mbabane.

In an attempt to boost the availability of recycled paper in Swaziland waste paper will also be collected from government and other offices.

The recyclers already established in Swaziland will be encouraged to extend and improve the recovery of the recyclable materials.

3. Connecting to Pilot Project Criteria

Specify how the Pilot Project will connect to:-

First level criteria:

- **Relevance and Importance in relation to support the National Waste Management Strategy development process**

Waste minimisation through recycling is an important element in the integrated NSWMS.

- **Relevance and Importance to support the Capacity Development Plan development process**

The SEA and City officials involved in the pilot project, as well as the contractors will acquire new skills.

- **Achievement of visible results through the introduction of improved waste management practices**

The project will achieve visible results by reducing litter in the formal and informal areas of the City of Mbabane and the material collected will be useful to the recycling companies operating in Swaziland.

Second Level Criteria

- **Pilot Projects must be chosen to have carefully selected content related to waste management systems and approaches.**

The application of the hierarchy of waste management and the creation of employment opportunities.

- **Pilot Projects must be selected to contain institutional and capacity issues for clarification and elaboration.**

There is a need for officials at Government and Local Government levels to understand the complex dynamics that govern the viability of post-consumer waste recycling. Entrepreneurship will be fostered amongst the recycling contractors that become involved in the pilot project.

Third level criteria

- **Pilot Projects must be selected that can realistically be completed within the time table available (May 2001- June 2002).**

The project relates to the time frame constraints because the awareness creating publicity period will start immediately the pilot project is approved.

- **The nature and number of Pilot Projects must be selected in accordance with realistic expectations on what resources (manpower, financial etc.) that can be made available by stakeholders and consultants.**

The project will require funding for the awareness creating phase - newspaper publicity is probably free but other promotional material, e.g. pamphlets or leaflets will require funding. The three levels at which the pilot project will be run are as follows:-

- Collection of waste paper and cardboard from the central, local government and other offices.
- Collection of waste paper, cardboard, cans, bottles and plastic from one multi-material drop-off centre located at a major shopping mall, e.g. The Spar Mall. This is suggested because recycling already takes place at the Spar Mall's goods delivery area at the back of the shopping centre.

- Collection of waste paper, cardboard, cans, bottles and plastic from one multi-material Buy-Back Centre located at a major commuter transfer point.
- Whilst the collection from government and other offices will be managed through existing recyclers there are a few small entrepreneurs operating in the City Centre who complain that they lack the transport to get their recovered material to Matsapha. This project will create the network where established recyclers will collect the material recovered by the small entrepreneurs and so help to improve recovery rates.
- **Logistical, in particular geographical spreading, considerations may be allowed to influence the selection of pilot projects.**
 - The project can be extended to other local authorities and rural shopping areas as a means of improving the recovery of post-consumer waste if success is demonstrated in Mbabane.
 - Moreover, it may be found desirable to select fewer pilot projects and to focus such in specific geographical areas where several issues can be piloted in the same thus providing a more realistic and holistic waste management scenario.
 - The project must be initiated within the City of Mbabane because the City's Cleansing Department is receptive and has already appointed a Liaison Officer.
 - Commuters must be afforded maximum convenience in bringing the recycled material to the Buy-Back Centre. Hence the Buy-Back Centre must be located at a major commuter node.
 - Volunteers making use of the shopping centre must also be encouraged by the convenience of the drop-off centre's location.
 - The location of the main Ministerial offices in Mbabane also favours the collection of used paper from the source.

4. Pilot Project Objective(s)

- To establish and maintain a recycling system in Mbabane for all post consumer packaging and commercial waste, as well as waste paper from government offices.

5. Pilot Project Outputs

(Please outline between 3-6 pilot project outputs required to achieve each of the objectives outlined above)

- 5.1 To launch and maintain an awareness campaign in the City.

- 5.2 To recover 50% of the recyclable used paper from Government Offices.
- 5.3 To collect and recycle 30% of the post consumer recyclable materials.
- 5.4 To collect and recycle 50% of all recyclable materials from commercial centres in the City.

6. Main activities envisaged to produce the envisaged Pilot Project outputs

(with reference to each of the outputs mentioned above, some 3-6 main activities should be outlined)

Related to Output 5.1

- The public living in the formal areas must be reached by publicity campaigns and leaflets (with rates invoices?) to encourage them to separate their post-consumer wastes, i.e. Newspaper and magazines, cardboard boxes, bottles and glass jars (colours separated into flint, green, brown and blue), cans (beverage and all other cans including aerosol cans) and plastics.
- The households that travel by public transport (bus and minibus) must be encouraged to take their source separated waste to the Buy-Back Centre where they will be paid for the recovered material.
- The households that travel into the City using private automobiles must be encouraged to take their source separated waste to the Drop-Off Centre located at the Shopping Mall for deposit into the containers provided by the recyclers.
- Prepare materials for the following:
 - Radio interviews and informative talks
 - A4 Pamphlets
 - Posters for commercial centres and government offices
 - Posters for public venues
 - Prepare material for school dissemination – perhaps introduce the National Recycling Forum Poster and Flash Card system to the schools.

Related to Output 5.2

- Negotiations must take place between the Ministries and the formally organised Recyclers to ensure that government staff cooperate. These negotiations must be facilitated by the SEA.
- The formally organised Recyclers must provide special recycling boxes for Government Offices to facilitate paper recycling. These must be cleared at least once a week.
- Motivational training must be given to officials and office staff in Government Offices by the formally organised Recyclers in the use of the boxes.
- The formally organised Recyclers use their existing trucks to collect and transport the recycled paper to their respective yards.

Related to Output 5.3

- Establish the Buy-Back Centre at a major commuter centroid in the City. The Buy-Back Centre will be managed by emerging business people derived from the informal recyclers currently operating in the City and the formally organised Recyclers will contract to collect recovered material from this Buy-Back Centre.
- The formally organised Recyclers establish the Drop-Off Centre at a major shopping mall in the City and collect the recovered materials on a regular basis without allowing the accumulation of material and the associated development of untidiness. The City Council may wish to place an Assistant at this Drop-Off Centre in order to assist the public with the correct containers within which to place their sorted materials.
- Negotiate and obtain the agreement of those undertakings that own the land on which the centres need to be placed.
- Empower the entrepreneurial collectors operating in the City that do not have transport by facilitating a working agreement between them and the formally organised Recyclers.

Related to Output 5.4

- Negotiate and obtain the support of commerce and industry for the project.
- The formally organised Recyclers use their existing vehicles to provide the services.

7. Pilot Project Inputs

(this will include a specification of inputs required from SEA; Ministries; Local Authorities; Citizens, traditional structures; DANCED consultants, local consultants and contractors etc. A list of consumables(materials, papers etc.) should also be outlined)

- Awareness campaigns to be implemented by SEA in cooperation with the Mbabane City Council and the formally organised Recyclers;
- Training of the emerging entrepreneur collectors managing the Buy-Back Centre by the formally organised Recyclers.
- The establishment of good working relationships between all the recyclers and the City Council of Mbabane must take place.

8. Monitoring Indicators

(The indicators which will be used for monitoring and the capturing of learning lessons and experience must be outlined. Such indicators will be prepared at two levels:

- **In relation to meeting the agreed criteria for the Pilot Project**

- Is the litter problem improved? Can we use the psychometric index system to demonstrate improvement in the litter problem?
- **In relation to Outputs and Activities agreed for the Pilot Project**
 - Are Government Office staff separating used paper and cardboard and using the bins provided by the recyclers?
 - Are members of the public supporting the pilot project and bringing clean recycled material to the buy-back or drop-off centres?
 - Do commuters support the Buy-Back Centre?
 - Do shoppers support the Drop-Off Centre?

9. Means of Verification

(Through which reports, documents; meetings and reviews will the monitoring including capturing of learning lessons and experience be captured for wider use in both local and national processes)

- The cleansing official delegated with the task of liaising with all the Recyclers, the Government Ministries, the Shopping Centre where the Drop-Off Centre is located and the Buy-Back Centre entrepreneur/s will have to carry out a regular tour of inspection to verify that the system is working.
- This official will also be able to verify whether or not the litter problem is abating in the formal and informal areas of the City.
- The Recyclers must maintain records and report on the quantities of material being recovered from Government Offices, the Buy-Back and Drop-Off Centres to reflect the improvement in the recovery of recycled material.

10. Implementation Strategy for the Pilot Project

(Please describe how the pilot project is planned to be implemented. Who would for example be the institutional host, how would the project link into existing structures and organisations, who will do what and so on)

- The City of Mbabane would be the institutional host with the following linkages:-
 - The SEA will have to extend the responsibilities of one of its personnel marginally to cover the need to liaise with the City Cleansing Department.
 - The City Cleansing Department will need to establish its monitoring function within an existing position, i.e. an extension to an existing job description.
 - The City Cleansing official tasked with the monitoring responsibility should liaise with the recyclers, Ministerial personnel appointed to liaise with the recyclers and the City, the entrepreneur/s managing the Buy-

Back Centre so that the networking between all the interested and affected parties is facilitated.

11. Management and Organisation of the specific Pilot Project

(At the pilot project level, what will the management and organisation of the pilot project be like? What structures will apply and who will participate in the project? How will the appropriate involvement of key stakeholders be assured? What will be the authority given to the pilot project day-to-day management and where can they turn to for support if needed. It should meanwhile also be specified how the pilot project links up to national structures designed to capture learning lessons from all the pilot projects.)

- The City of Mbabane Cleansing Official will assist the appointed SEA Coordinator to facilitate the establishment of the Swaziland Recycling Forum to bring all the recyclers to the same meeting venue where the aims of the project will be shared.
- The City of Mbabane Cleansing Official will assist the appointed SEA Coordinator to facilitate a meeting between the Swaziland Recycling Forum representative/s and the Government Ministries where the aims of the project will be shared and the concept of paper and cardboard recovery from offices launched.
- In the case of the householders living in formal areas the implementation strategy is based entirely on encouraging people to voluntarily subscribe to good waste management practices which will require regular and frequent reinforcement of the awareness programme. The City Council can post motivational literature out with water, electricity and rates accounts to avoid additional cost whilst maintaining the momentum of the awareness campaign.
- In the case of the householders living in informal areas the implementation strategy will need an approach to community leadership to obtain agreement and commitment to the separation of waste at source into its recyclable components, for which the public will be reimbursed when the material is delivered at the Buy-Back Centre. Here, the awareness campaign will have to be maintained by regular articles in the newspapers and radio publicity. Perhaps, posters may play a limited role here.
- Establish which entrepreneurs are conducting informal recycling in the City and evaluate their abilities to manage the Buy-Back Centre.
- The City of Mbabane Cleansing Official will facilitate the networking between the formal recyclers and the emerging entrepreneur/s managing the Buy-Back Centre.

12. Budget and Financial Management

(The budget and financial side constitutes an important aspect of the pilot project in order to assure the smooth implementation. As a minimum, the following issues should be specified)

- Contribution and release of funds provided by the Government of Swaziland
- Proposed contribution and release of funds by DANCED
- Accounting and Auditing rules

13. Pilot Project Implementation Plan

(Please provide an overview (at activity level) of the planned implementation plan for the project) This should also include timing of management and review meetings).

Annexure 2: Action Plan for Mbabane Recycling

1. PROPOSED ACTION PLAN - RECYCLING

Proposed Action	Responsible	Timing/Deadline	Notes
Meeting with MBCC on recycling PP	SEA and consultants	28 January 2002	Meeting with William Ndlela to discuss the way forward on the recycling PP.
Meeting with Sinda Mabuza	SEA and consultants	31 January 2002	Meeting with Sinda Mabuza to obtain confirmation.
Designate an official from the MBCC	William Ndlela	4 February 2002	An official need to be dedicated to work with the SEA and consultants to implement the program. At least 50% of his/her time is needed.
Discuss and agree on the proposed plan of action	Designated official, SEA and consultants	4 February 2002	The proposed action plan drafted by the consultants to be discussed amended and agreed upon
Determine MBCC budget for recycling PP and internal MBCC agreement on plan.	William Ndlela/Designated official.	4 February 2002	William to determine MBCC budget amount available from Sinda Mabuza.
Arrangements for workshop for stakeholders (interact with Zodwa on previous arrangements and available information)	Designated official, SEA and consultants	5/6 February 2002	<ol style="list-style-type: none"> 1. Compile list of stakeholders 2. Prepare invitations 3. Invitations to be delivered 4. Venue arrangements 5. Agree on agenda for workshop
Secure participation in workshop through personal interaction with stakeholders.	Designated official	11 February 2001	The designated official to follow up with all invited stakeholders to ensure as much as possible

Proposed Action	Responsible	Timing/Deadline	Notes
(Proposed WS date: 20 February 2001)			participation.
Discuss with MBCC on possible systems and ideas. Agree with MBCC on their PP contributions before the workshop.	William Ndlela/designated official, SEA, Lone, Ray, Tinus	19 February 2001	Discuss options and possibilities around facilities, areas, land, design etc. This could include land for Buy Back and Drop Off Centres, fencing, roofing, cement slab etc. The MBCC must be clear on what they are willing to contribute.
Workshop	Designated official, SEA, Lone, Ray, Tinus.	20 February 2002.	<ol style="list-style-type: none"> 1. Agree with workshop participants on a plan of action. 2. Agree with Industry on their contributions 3. Initiate the establishment of a recycling forum for Swaziland. 4. Include following issues in workshop agenda: <ul style="list-style-type: none"> ➤ Range of materials ➤ Roles and responsibilities ➤ Area to be covered ➤ Facilities ➤ Markets and outlets ➤ Incentives ➤ Sponsorships and financial support ➤ Education and information

Proposed Action	Responsible	Timing/Deadline	Notes
Implementation of decisions at workshop.	Designated official with assistance from Lone, Ray, Tinus.	Ongoing	Decisions at workshop to be taken forward immediately to ensure momentum.
Proposed specifications and drawings of Buy- Back Centres	Designated official and Lone, Ray, Tinus.	25 February 2001	Consultants to assist with drawings, specifications and technical details.
Public awareness and information programme.	Designated official, Ray and Flemming.	15 March 2002	Consultants to assist with development of awareness and information programme.
Agreements with individual industries regarding markets.	Designated official and SEA.	15 March 2002	MBCC to go into contract with the various industries to secure collection and market outlets for the different recycled materials.
Encourage supermarkets, shops and government offices.	Designated official and SEA.	15 March 2002	For delivering recyclable materials to drop off centres
Applications for Licences for the operation of the Buy-Back Centres	SEA to assist with licence applications	15 March 2002	Mboni Dlamini to facilitate applications as tasked by the Recycling Task Group.
Preparation of agreed sites	Designated official, MBCC, SEA and industry.	29 March 2002	Preparation of the sites based on specifications and drawings to include: Fencing, Buy Back container as office, cement slab, storage facilities etc.
Licences for Buy-Back Centres issued	SEA to issue licences	15 April 2002	Mboni Dlamini to facilitate issuing of licences.
Prepare guidelines and agreement for site management and maintenance	Designated official, SEA.	29 March 2002	Buy-Back Centres to be managed and maintained by private entrepreneurs and/or MBCC offi-

Proposed Action	Responsible	Timing/Deadline	Notes
			cial.
Training of site personnel	Designated official, SEA and consultants.	15 April 2002	Prepare and implement a training programme on site and financial management.
Official Opening of the two Buy-Back Centres	Minister of Environment and Tourism	15 April 2002	
Workshop	Designated official, SEA and consultants.	Before end of June 2002	
Monitoring of Buy-Back Centre performance	Designated official, SEA and consultants.	Until end of June 2002	

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Discuss and agree on the proposed plan of action	Designated official, SEA and consultants	4 February 2002	The proposed action plan drafted by the consultants to be discussed amended and agreed upon
Determine MBCC budget for recycling PP and internal MBCC agreement on	William Ndlela/Designated official.	4 February 2002	William to determine MBCC budget amount available from Sinda Mabuza.

Proposed Action	Responsible	Timing/Deadline	Notes
plan.			
<p>Arrangements for workshop for stakeholders</p> <p>(interact with Zodwa on previous arrangements and available information)</p>	Designated official, SEA and consultants	5/6 February 2002	<ol style="list-style-type: none"> 6. Compile list of stakeholders 7. Prepare invitations 8. Invitations to be delivered 9. Venue arrangements 10. Agree on agenda for workshop
<p>Secure participation in workshop through personal interaction with stakeholders.</p> <p>(Proposed WS date: 20 February 2001)</p>	Designated official	11 February 2001	The designated official to follow up with all invited stakeholders to ensure as much as possible participation.
<p>Discuss with MBCC on possible systems and ideas. Agree with MBCC on their PP contributions before the workshop.</p>	William Ndelela/designated official, SEA, Lone, Ray, Tinus	19 February 2001	<p>Discuss options and possibilities around facilities, areas, land, design etc. This could include land for Buy Back and Drop Off Centres, fencing, roofing, cement slab etc. The MBCC must be clear on what they are willing to contribute.</p>
Workshop	Designated official, SEA, Lone, Ray, Tinus.	20 February 2002.	<ol style="list-style-type: none"> 5. Agree with workshop participants on a plan of action. 6. Agree with Industry on their contributions 7. Initiate the establishment of a recycling forum for Swaziland. 8. Include following issues in

Proposed Action	Responsible	Timing/Deadline	Notes
			<p>workshop agenda:</p> <ul style="list-style-type: none"> ➤ Range of materials ➤ Roles and responsibilities ➤ Area to be covered ➤ Facilities ➤ Markets and outlets ➤ Incentives ➤ Sponsorships and financial support ➤ Education and information
Implementation of decisions at workshop.	Designated official with assistance from Lone, Ray, Tinus.	Ongoing	Decisions at workshop to be taken forward immediately to ensure momentum.
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Public awareness and information programme.	Designated official, Ray and Flemming.	15 March 2002	Consultants to assist with development of awareness and information programme.
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Proposed Action	Responsible	Timing/Deadline	Notes
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Licences for Buy-Back Centres issued	SEA to issue licences	15 April 2002	Mboni Dlamini to facilitate issuing of licences.
Prepare guidelines and agreement for site management and maintenance	Designated official, SEA.	29 March 2002	Buy-Back Centres to be managed and maintained by private entrepreneurs and/or MBCC official.
Training of site personnel	Designated official, SEA and consultants.	15 April 2002	Prepare and implement a training programme on site and financial management.
Official Opening of the two Buy-Back Centres	Minister of Environment and Tourism	15 April 2002	
Workshop	Designated official, SEA and consultants.	Before end of June 2002	
Monitoring of Buy-Back Centre performance	Designated official, SEA and consultants.	Until end of June 2002	

Annexure 7: Request for proposals from the Mbabane City Council

THE CITY COUNCIL OF MBABANE
BUY BACK CENTRE PILOT PROJECT TO BE LOCATED IN THE
MBABANE INDUSTRIAL AND SIDWASHINI AREAS

Proposals are invited from suitably qualified parties with regard to the financing, design, construction and operation of one or more Buy-Back (Recycling) Centres to be established in the Industrial and Sidwashini areas of the City of Mbabane. Statements of qualifications must include evidence of experience in the recycling of any or all of the following materials: paper, cardboard, tin - plate steel, scrap metals, plastic and glass. Land will be made available by the City Council for this purpose.

Proposals must be submitted into the Tender Box located in the Municipal Building in Warner Street, Mbabane by 12h00 on Friday 05 April 2002. The proposal shall include the following information:

- Name and address of interested party
- Organisational profile and current recycling activities (if any)
- List of types of materials to be included in the operation of the facility
- Estimate and size of the property required
- Proposed support required from the Mbabane City Council
- Collection methodologies to be applied
- Estimated number of employees
- Jobs to be created
- Processing methodologies to be used
- Description of how the facility will be operated
- Any other relevant information

The documents will be opened in public at 12h30 that same day and shortlist will thereafter be determined by an adjudication panel established by the City Council of Mbabane.

Additional information regarding the sites and requirements may be obtained from: -

Mrs. S. Mabuza
Director of Environmental health Services
City Council of Mbabane
Tel: 404-2612/3
Fax:404 2611

MBABANE CITY COUNCIL REQUIREMENTS FOR BUY BACK CENTRES

The Buy Back Centres to be operated under the supervision of the Mbabane City Council.

Good housekeeping and maintenance of the facility will be required

Land for the Buy Back Centre to be provided by the City Council at a nominal rent
Entrepreneur to be responsible for;

- Agreements and contracts with industry on buying of materials (securing markets and outlets)

- Ensuring regular collection of materials by industry from the premises

- Determining the price paid for materials delivered

- Where applicable, collection of materials at collecting points e.g. schools.

- Adequate security at the centre

- Negotiating with industry for containers if necessary

- Access control at the centre

- Secure recyclables through negotiation from sources like businesses, commercial enterprises and nearby offices in the area

The Buy Back Centre to be piloted for a minimum period of 1 year after which time the operation of the Buy Back Centre to be re-evaluated.

The Buy Back Centre should promote job creation by attracting unemployed collectors from the community and informal sector.

The Buy Back Centre should preferably be run and managed by a Swazi citizen/company

The Buy Back Centre need to obtain a Waste Management License and should comply with all legal requirements set in the Waste Regulation 2000.

Training for the entrepreneur will be provided if necessary.

Regular advertising campaigns to inform the public regarding the Buy Back Centre.

Materials to be targeted:

- Paper : Newspapers
 - Card board boxes
 - Books
 - Office Paper
 - Magazines
- Glass : Clear
 - Brown
 - Green
 - Re-usable bottles
- Cans : Mineral/Beverage
 - Food
 - Paint
 - Oil

Scrap Metal: Steel

Subgrade (car bodies)

Scrap batteries (lead)

Aluminium

Copper

Brass

Bronze

Cast Aluminium

Cast Iron

Stainless Steel

White goods (fridges, stoves, etc).

The continuation of the Buy Back Centre after the first year will be subject to the decision of the City Council

The operators of the facility may operate their own collection system but must also accept materials from independent collectors, civic organisations and individuals and offer reasonable market related prices for those materials.

The Mbabane City Council's supports to the operator could include the following:

Provide land for the location of the Buy Back Centre

Provide containers for material separation and storage

Use of City Council vehicles to assist in transport of materials to the facility
e.g. from schools

Assist operator in public education programme

Assist in licensing of the Buy Back Centre

Assist operator in finalising the site for the facility

The Buy Back Centre must have facilities for exchanging of money during office hours.

Annexure 8: Original Costing for Buy back Centre

COSTING BUY-BACK CENTRES				
Element	Quantity as supplied	Rate	Item	Total
Fencing Material				
1.8 m diamond mesh (63 mm) x 27 m	30 m rolls	527.07	527.07	
Double leaved gate as above	2 x 2.5 m leaves	795.50	795.50	
Straining posts (105 mm) and supports	5	100.88	504.40	
Intermediate posts (3 m intervals)	14	67.19	940.66	2767.63
Indicatory Price from Steel & Wire International				
Material 35 m (includes concrete for straining posts)	35	44.58	1560.30	
Labour 35 m	35	26.50	927.50	2487.80
Concrete slabs/masonry				
Office 4 m x 4m x 100 mm				
WC 2 m x 2 m x 100 mm				
Storage Area 4 m x 8 m x 100 mm				
Oil Storage bund 3 m x 3.5 m x 100 mm (25 Mpa)				1338.75
Brick work related to Oil Storage Area				552.50
Incl Labour				3060.00
Cladding & Roofing				
Office 2 of 4 m x 2.7 m				
Office 2 of 2 m x 2.7 m				
Storage Area end walls 2 of 4 m x 2.7 m				
Storage Area back wall 1 of 8 m x 2.7 m				
Office 4.5 m x 4.5 m				
Storage Area 4.5 m x 8.5 m				
Gum Poles Footings				441.25
Gum Poles				1575.00
Corrugated Sheeting				1487.50
Rafters				900.00
Doors/windows				
Office door 1 of				
Office windows 4 of				
WC door 1 of				
WC window 1 of				
Incl Labour				1475.00

Sanitary Ware				
Toilet and cistern 1 of each				
Wash basin 1 of				
Incl Labour				1100.00
Electricity				
office:				
Deposit and other charges for supply				2050.00
2 x 1.2 m fluorescent lights (one inside, one outside)				
2 x 1.2 m 15 amp power points				
1 x external bulkhead fluorescent security light				
WC:				
1 x 100 w standard light				
Lights and power to Storage Area:				
2 x 1.2 m fluorescent lights				
1 x 1.2 m external bulkhead fluorescent security light				
Incl Labour				5200.00
Water/plumbing				
Deposit and other charges for supply				210.00
Water supply to WC				
Plumbing for toilet and wash basin				
Plumbing to Septic Tank				
Septic Tank				
Incl Labour				4200.00
Building Contractor Contingencies				2198.75
Furniture				
Desk 2 of 1.2 x 0.75 m		999.00	2	1998.00
Slatted saligna 2 of		179.00	2	358.00
Filing Cabinet 1 of 3 drawer		999.00	1	999.00
Spring Scale				
Telecoms				
Telephone 1 of				
Connection charges				
Total				31631.55

Annexure 9: Lease Agreement

MEMORANDUM OF AGREEMENT FOR BUY-BACK RECYCLING CENTRE

made and entered into by and between

THE _____ CITY COUNCIL, its successor or assign, a body corporate seated at City Hall (street address).....(hereinafter called "The COUNCIL")

and.....

(hereinafter called "The CONCESSIONAIRE")

and.....

(hereinafter called "The BENEFICIARY")

and.....

(hereinafter called "The LAND OWNER")

and.....

(hereinafter called "The RECYCLER")

WHEREAS:-

(a) The COUNCIL is desirous that 'Buy-Back' Recycling Centres (hereinafter called "Centre") be established within the.....(area, region, etc) for the reduction of the quantity of solid waste being disposed of by landfill.

(b) The COUNCIL is prepared to assist in the operation and maintenance of the Centres in the interest of good governance and to provide a healthy and litter free environment.

(c) The LANDOWNER is prepared to allow a portion of land on Sub....., more clearly defined in the drawing attached hereto as Annexure A, to be utilised for the purpose of a Centre.

(d) The LANDOWNER is prepared to allow the CONCESSIONAIRE on behalf of BENEFICIARY (IES) to obtain income from the RECYCLER as a result of the operation of the Centre.

AND WHEREAS:-

(a) On.....20...the COUNCIL agreed to the establishment of a Centre at..... to be known as the "....." Centre and accepted the conditions attached hereto;

NOW THESE PRESENT WITNESS that it has been agreed as follows:-

1. DEFINITIONS

Unless inconsistent with the context, the following words and phrases shall have the following meanings assigned to them: -

- (i) Agreement: This Memorandum of Agreement and the annexures hereto.
- (ii) Probationary Period: A period of 60 days from date of signature of this Agreement for the establishment of the Centre.
- (iii) Agreement Period: A period of 12 Calendar months from the end of the Probationary Period or when the Centre first accepts recycled material.
- (iv) Renewable Period: The Agreement shall be renewed for a period of 12 months on expiry of the Agreement Period provided all parties are in agreement.
- (v) Notice of Termination: The LANDOWNER or The COUNCIL may after the Agreement Period give 60 days notice of its intention to no longer continue with the operation of The Centre.
- (vi) Executive Director: The Executive Director of.....of the.....Council or his nominee.

2. OPERATION OF CENTRE

2.1

The Centre shall be operated by the CONCESSIONAIRE on behalf of BENEFICIARY or BENEFICIARIES and who will be responsible for entering into agreements with the RECYCLER for the acceptance and payment to the BENEFICIARY of the agreed payments for the collected materials. The COUNCIL and LANDOWNER shall approve these agreements.

2.2

The CONCESSIONAIRE on behalf of the BENEFICIARY(IES) will maintain the recycling containers and surrounds to the satisfaction of the LANDOWNER and the COUNCIL.

If the surrounds are not maintained in a satisfactory manner, then the COUNCIL may arrange for the surrounds to be maintained in a satisfactory manner either by its own resources or by whatever means the Executive Director deems appropriate.

Alternatively the CONCESSIONAIRE may request the COUNCIL to carry out the maintenance but in which case the payments received from the RECYCLER will be paid into a.....(Trust fund, current account, vote number, etc) from which payments will be made for the maintenance with the surpluses being paid to the BENEFICIARY by the Trust.

2.3

The CONCESSIONAIRE on behalf of the BENEFICIARY(IES) will be responsible for notifying the RECYCLER that the containers are ready for emptying and to ensure that the RECYCLER carries out the operation in a neat and tidy manner. All containers shall be emptied as required and at least once a week. Should the RECYCLER fail to empty the containers in due time then following two weeks written notice to the

RECYCLER the COUNCIL shall arrange for the emptying of the container and reclaim the cost plus administration charges thereof from the RECYCLER.

2.4

The RECYCLER shall be responsible for the provision of approved suitable containers, which shall be capable of being secured, and the openings closed to prevent access when deemed necessary to avoid vandalism and access by vagrants or informal collectors. The containers shall be regularly maintained and clearly marked to indicate the type(s) of recyclable material acceptable.

2.5

The COUNCIL shall provide suitable containers for the receipt of materials for which there is no RECYCLER. This shall not be for Garden Refuse nor Builders Rubble but may be unwanted waste materials after sorting.

2.6

The COUNCIL will at its cost provide suitable signage at the Centre on which will be indicated the names of the LANDOWNER, CONCESSIONAIRE, BENEFICIARIES, RECYCLER and the relevant maintainer of the Centre together with the name of the Centre and COUNCIL'S own identifiers. The signage will be to the approval of the relevant Municipality and the interested parties. In addition signage will be provided where necessary for traffic control. Signage will be maintained by the COUNCIL and may only be removed or altered by the COUNCIL.

2.7

The CONCESSIONAIRE shall take out appropriate third party liability insurance on behalf of all the Parties for the operating of the Centre to the satisfaction of the COUNCIL'S Insurance Officer.

3. RENEWAL OF CONTRACT

3.1

At the end of the Agreement Period all parties shall be required to notify the LANDOWNER and the COUNCIL of their intention to seek to extend the contract at least 30 days before the expiry of the Agreement Period. The failure to give the relevant notice in due time may be condoned by the other parties if circumstances so warrant.

3.2

At the end of the Agreement Period a period of agreement up to but not exceeding five years may be entered into. This period then becomes the Agreement Period.

3.3

On receipt of the notice in terms of Clause 3.1 hereof, the COUNCIL and the parties shall negotiate in good faith a just and equitable contract and terms of conditions of contract for the agreement period.

4. COMMENCEMENT AND TERMINATION OF CONTRACT

4.1

This Agreement shall commence on the Commencement Date and continue thereafter until the end of the Agreement Period.

4.2

In the event of any Party committing any breach of this Agreement and failing to remedy such breach within fourteen days (14) after receipt of written notice from any other Party calling upon such Party so to do, then and in that event, the first mentioned Party shall, subject to notifying and receiving the approval of the other Parties, be entitled to cancel this Agreement without prejudice to any other outstanding claims.

5. PERFORMANCE STANDARDS

5.1

The Parties hereto acknowledge that the Centre operations are novel and that there is a wide range of aspects, which may determine what Performance is reasonable.

5.2

In the event of the COUNCIL wishing to make a formal complaint about the Performance of Any Party, such complaint shall, in the first instance, be directed to the defaulting Party by notice in writing.

5.3

The Party shall immediately investigate the complaint and timeously take such steps as may be necessary to resolve it and thereafter advise the COUNCIL in writing of the action so taken by him.

5.4

In the event of the Parties failing to agree what Performance of the Party constitutes a reasonable performance and/or the Party failing to rectify a Performance complaint timeously or at all; the dispute shall be referred to an Arbitrator appointed pursuant to Clause 8.0 hereof.

5.5

Such Arbitrator shall determine what Performance is to be considered reasonable performance and whether the Party's failure to rectify the performance complaint timeously or at all shall be deemed to be a breach of contract.

6. ASSIGNMENT OF RIGHTS

No Party may cede or assign the benefits of this Agreement or any of its rights, powers and duties herein to any other person without the consent, in writing of the

COUNCIL and the LANDOWNER (which consents shall not be unreasonably withheld).

7. RECORDS, MONITORING AND INSPECTION

7.1

The CONCESSIONAIRE on behalf of BENEFICIARY (IES) shall keep a full and accurate set of records of the operation at the Centre including the mass of the material collected and taken by the RECYCLER(S) which shall be made available to the Council's Appointed Officer at any time during the contract period.

7.2

The CONCESSIONAIRE shall receive all payments from the RECYCLERS into a(trust fund, account, etc) from which the legitimate costs of the CONCESSIONAIRE, LANDOWNER and COUNCIL shall be recovered and the remainder distributed to the BENEFICIARIES in accordance with the appendix to this Agreement.

8. ARBITRATION

8.1

In the event of:-

(a) a dispute arising between the Parties hereto in relation to any matter connected with this Agreement, the Performance thereof, the Performance standards, the interpretation of its provisions, the termination thereof or any matter arising out of such termination;

(b) the Parties failing to agree to the terms and conditions of a renewed Agreement in terms of Clause 3.0 hereof;

then and in any such event, the dispute shall be submitted to and decided by the arbitration of a single Arbitrator agreed upon between the Parties in dispute, failing which such Arbitrator shall be appointed by the President for such time being of the (area) Law Society, his nominee or successor or as agreed between the parties, and the decision of such Arbitrator shall be final and binding on all concerned.

8.2

Any arbitration proceeding hereunder shall be conducted as informally, expeditiously and inexpensively as possible at(place) or at such other place as the Arbitrator may consider shall suit the balance of convenience under the circumstances.

8.3

This arbitration clause is severable from the rest of the Agreement and will remain effective between the Parties hereto even if this Agreement is terminated.

9. WAIVER

9.1

The Agreement constitutes the entire Contract between the Parties hereto. The terms and conditions of the Agreement shall not be capable of being varied and/or waived nor may the Agreement be cancelled unless such variation and/or waiver and/or cancellation is in writing and signed by the Parties hereto.

9.2

No relaxations or indulgences which any Party may afford another shall in any way prejudice the rights of the other nor shall the first mentioned Party be stopped from exercising such rights by reason thereof.

10. DOMICILIA CITANDI ET EXECUTANDI: -

The parties hereunder choose as their respective *domicilia citandi et executandi* at the addresses set out here above.

DATED atthis.....day of.....20...

AS WITNESSES:

- 1.
- 2.

 FOR AND ON BEHALF OF THE
 COUNCIL

DATED atthis.....day of.....20...

AS WITNESSES:

- 1.
- 2.

DATED atthis.....day of.....20...

AS WITNESSES:

- 1.
- 2.

 BENEFICIARY

DATED atthis.....day of.....20...

AS WITNESSES:

- 1.
- 2.

DATED atthis.....day of.....20...

AS WITNESSES:

- 1.
- 2.
