



Item No: 19.1  
 File No: 5.21.2.2  
 Date: 15 April 2019  
 Attachment: A, B

**Meeting:** Council

**Title:** East Waste Recycling Contract

**Responsible Manager:** Chief Executive Officer, Kiki Magro

**Author:** Chief Executive Officer, Kiki Magro

**Key Focus Area:** Strategic Community Plan Focus area 3- Transparent and accountable local tier of Government

**Key Focus Area:** Financial Guiding Principle 4 – Robust and transparent allocation and prioritisation of resources

**Type of Report:** Decision Required

Pursuant to Section 83(5) of the *Local Government Act 1999*, the Chief Executive Officer indicates that the matter contained in this report may, if the Council so determines, be considered in confidence pursuant to Section 90(2) of the *Local Government Act 1999* on the basis that the information contained in the attached report is information of the nature specified in subsections 90(3)(k) of the Act being tenders for managing the recycling contract on behalf of the Town of Walkerville.

### Recommendation (Public)

#### Pursuant to s90 (3) (k)

Pursuant to section 90(2) of the *Local Government Act 1999* the Council orders that all members of the public except, the Chief Executive Officer Kiki Magro, Acting Council Secretariat and the Group Manager Assets & Infrastructure Joshua Bowen be excluded from attendance at the meeting for Agenda Item **19.1**, East Waste Recycling Contract.

The Council is satisfied that, pursuant to section 90(3)(k) of the Act, the information to be received, discussed or considered in relation to this Agenda Item are tenders for managing the recycling contract on behalf of the Town of Walkerville.

The Council is satisfied that the principle that the meeting be conducted in a place open to the public has been outweighed in the circumstances because the information to be disclosed and discussed has the potential to impact adversely on each of the tenderers, as competitive commercial information will be disclosed.

### Recommendation (Confidential)

1. That Council having considered the results of the tender process, which has been undertaken by the Eastern Waste Management Authority, on behalf of the Constituent Councils and the recommendation made by the Board of the Authority, hereby authorises East Waste entering into a contract with the Northern Adelaide Waste Management Authority (NAWMA) for the receipt and processing of the Town of Walkerville's recyclable waste.

2. That Council authorises the Chief Executive Officer to sign the Agreement to commit kerbside recyclable material to East Waste for inclusion in the NAWMA contract for the receipt and processing of that material until 30 June 2022 (Attachment B).
3. That Council authorises the Mayor and Chief Executive Officer to sign and seal any documents associated with East Waste entering into a contract with NAWMA, including any agreements or contracts which commit Councils recyclable waste being processed by NAWMA until 30 June 2022.
4. That Council Administration write to the East Waste General Manager asking how the Board intends to manage the potential of an ongoing conflict of interest with the Independent Chairman, given he is the Independent Chairman of both East Waste and NAWMA.

## Recommendation (Public)

### Pursuant to s.91(7)

That having considered Agenda Item 19.1 East Waste Recycling Contract in confidence under section 90(2) and (3)(k) of the *Local Government Act 1999*, the Council, pursuant to section 91(7) of the Act orders that the report and attachments relative to this Agenda Item be retained in confidence until the contract has been executed **and** a public announcement has been made, excepting that Council authorises the release of the minutes to substantive party/parties to enable enactment of the resolution) and that pursuant to Section 91(9)(c) of the *Local Government Act 1999* the Council delegates to the Chief Executive Officer the power to review and revoke this Order.

and

That Council resolves to end its confidential deliberations pursuant to Section 90(2) of the *Local Government Act 1999* and re-admit the public.

---

## Summary

East Waste has been managing Council's recycling contract since 2015. Up until September 2018, Council along with its fellow Member Councils of East Waste, were the beneficiaries to a lucrative recycling contract with SKM. Sadly, as a result of what is known as the China Sword, the contract came to an abrupt end.

As an interim measure, East Waste negotiated with Northern Adelaide Waste Management Authority (NAWMA) to receive and process the Member Councils recyclable material, pending a full tender process.

The tender process has now been completed and the East Waste Board, having considered the results of the tender process are recommending to its Member Councils that East Waste enter into an initial 3 year contract with NAWMA, with an option for a further two three-year extensions at the exclusive right of East Waste – taking the contractual term (with NAWMA) to 30 June 2022.

## Background

The Eastern Waste Management Authority (East Waste) is a regional subsidiary of:

- Adelaide Hills Council
- City of Burnside
- Campbelltown City Council
- City of Mitcham
- City of Norwood Payneham & St Peters

- City of Prospect
- Corporation of the Town of Walkerville

The Authority is administered by a Board in accordance with the requirements of the *Local Government Act 1999*, the Authority's Charter and various policies and codes. The membership of the Board comprises eight Directors – one Director appointed by each of the Member Councils and one independent person who acts as the Chairman.

Councils appointed Director is Cr Robert Ashby.

The Authority's primary purpose is to provide effective waste collection services for its Member Councils. The exact nature of the waste collection services are determined independently by each Council to meet the needs of their respective communities.

East Waste on behalf of The Town of Walkerville provides the following services to its communities:

- Collection of Household waste, on a weekly basis, using a 140 litre bin with a blue lid.
- Collection of Household Recycling, on a fortnightly basis (alternating with green waste collection), in a 240 litre bin with a yellow lid.
- Collection of Household Green waste, on a fortnightly basis (alternating with recycling collection), in a 240 litre bin with a green lid.

With respect to household recycling, up until September 2018, SKM was the company that received and processed the town's recyclables. The Board almost immediately thereafter entered into an interim contractual arrangement with NAWMA to receive and process the town recyclables, pending East Waste developing and releasing a new recycling tender.

### **Discussion/Issues for Consideration**

The tender documents sought alternative options to the traditional contracts where East Waste could share in the risk and reward of the industry (rise and fall contracts), they also sought greater transparency in the material destination and how the contractor contributed and / or influenced the circular economy.

In early 2018, East Waste established a sub-committee of the Board to review options available for receiving and processing recyclable material. The sub-committee was known as the Recycling Review Technical Working Committee. Mr. Jeff Tate was appointed to the sub-committee as an independent member and to provide advice to East Waste CEO and senior staff.

Subsequently a tender evaluation panel was established. The members of the panel being:

- Rob Gregory, GM East Waste
- Shane Raymond, Operations Manager East Waste
- Jeff Tate, independent member
- Paul Di Iulio, Board Member and CEO Campbelltown Council
- Mathew Pears, CEO Mitcham Council
- Ken Patterson, Probity Officer (BDO)

Along with Hood Sweeney who were engaged to analyse financial data and Rawtec providing technical expertise.

Five tenders from 3 (three) recycling processors were received and assessed. The 3 recycling processors were:

- NAWMA
- SKM
- Vissy

Following a price and non-price evaluation, the tender evaluation panel subsequently recommended NAWMA as the preferred tender.

The Board having considered all options presented to it (following on from the tender evaluation panel's assessment), resolved at its Special Meeting on Monday 25 March 2019, in confidence, to confirm NAWMA as the preferred tenderer and to enter into a contract with NAWMA for the receipt and recyclables, SUBJECT to formal agreement with the conditions of the Head contract from the Member Councils.

The conditions are set out in Attachment B.

Council currently spends \$80 per tonne, made up of \$55 / tonne gate fees plus \$25 / tonne transfer fee (East Waste dispose the material at Wingfield and then bulk haulage to NAWMA).

East Waste currently collects 637 tonnes of kerbside recyclables from the Town of Walkerville. The cost therefore, for providing a recyclable material collection for the Walkerville is \$50,960 pa.

It should be noted, that should Council chose **not** to proceed with the agreement to commit kerbside recyclable material to East Waste for inclusion in the NAWMA contract for the receipt and processing of that material, then the existing temporary contract arrangements will remain in place through East Waste for the month of May only. This will mean that Walkerville will need to arrange our own procurement services and advise East Waste where we wish to have the material taken.

## Options for Consideration

### Option 1

1. That Council having considered the results of the tender process, which has been undertaken by the Eastern Waste Management Authority, on behalf of the Constituent Councils and the recommendation made by the Board of the Authority, hereby authorises East Waste entering into a contract with the Northern Adelaide Waste Management Authority (NAWMA) for the receipt and processing of the Town of Walkerville's recyclable waste.
2. That Council authorises the Chief Executive Officer to sign the Agreement to commit kerbside recyclable material to East Waste for inclusion in the NAWMA contract for the receipt and processing of that material until 30 June 2022 (Attachment B).
3. That Council authorises the Mayor and Chief Executive Officer to sign and seal any documents associated with East Waste entering into a contract with NAWMA, including any agreements or contracts which commit Councils recyclable waste being processed by NAWMA until 30 June 2022.
4. That Council Administration write to the East Waste General Manager asking how the Board intends to manage the potential ongoing conflict of interest with the Independent Chairman, given he is the Independent Chairman of both East Waste and NAWMA.

### Option 2

That Council request that East Waste provide it with full disclosure of the tender evaluation panels assessment in order for it to better informed on the decision of the Board to confirm NAWMA as the preferred tenderer.

### Option 3

That Council having considered the correspondence received from East Waste (Attachment A), decline to commit the Councils recyclable waste being processed by NAWMA to 30 June 2022 and chose to maintain the existing temporary contract arrangements to 31 May 2019 and undertake the procurement of our own services.

## Analysis of Options

### Option 1

East Waste has undergone a thorough tender process and evaluation assessment of tenders received. Its evaluation panel has recommended NAWMA as the preferred tenderer to the Board and the Board, having confirmed NAWMA as the preferred tenderer is now seeking endorsement from its Member Councils.

Proceeding with NAWMA will potentially result in costs in the order of \$55 - \$60 per tonne (indicative only) and subject to contamination levels, processing recoverability and market conditions. This is less than what Council is paying currently and less than the other tender offers received from SKM and Vissy.

Moving to an initial 3 year contract with NAWMA will see potential savings in the order of \$15,925 pa and \$12,740 pa, based on the indicate cost of \$55 - \$60 per tonne.

### Option 2

Whilst Council may seek full disclosure of the tender evaluation panels assessment, it is likely that this would simply delay the inevitable conclusion that NAWMA is the preferred tenderer.

### Option 3

Whilst an option, is not advisable. Walkerville simply does not have the volume of recyclable material on offer to benefit from a stand-alone procurement process and nor is it likely to conclude a procurement / tender process in the time frames available (by end of May 2019).

## Financial Implications

Based on the analysis undertaken by East Waste, the indicative cost to Council is expected to be in the vicinity of \$55 - \$60 per tonne, subject to contamination levels, processing recoverability and market conditions. This is less than the current cost of \$80 per tonne, which has been factored into the draft 2019/20 budget.

## Community Implications

The community expects Council to offer a recycling collection. It would also expect Council to find the best price with minimum risk.

## Governance Implications

Council is a Member Council of East Waste. It relies and expects East Waste to act in the best interest of its Member Councils. East Waste has undertaken a tender process in line with its Policy and is seeking Councils confirmation / authority to proceed with the preferred tenderer in line with the requirements of its Charter.

## Preferred Option & Reasoning

Option 1 is the preferred option. Based on the information presented to Council (Attachment A) and the process undertaken by East Waste, committing Councils recyclable material is likely to deliver the best outcome and a highly competitive cost.

## Attachment/s

Attachment A	CONFIDENTIAL Letter from CEO East Waste re: recycling contract
Attachment B	Recycling tonnes Agreement



29 March 2019

Ms Kiki Magro  
Chief Executive Officer  
Town of Walkerville  
PO Box 55  
WALKERVILLE SA 5081

Dear Kiki,

**CONFIDENTIAL: East Waste Recycling Contract**

As we are all acutely aware 2018 saw a fundamental shift in the international recycling market, impacting significantly on local government contracts across Australia and the western world. Recent media reports, suggest many locally and internationally, are still grappling with the fallout from China Sword, some 15 months on.

East Waste since 2015 has managed a recycling contract on behalf of Town of Walkerville and in this time, largely due to the significant market share in recycling tonnes that East Waste commands, Member Councils were the beneficiary of the most lucrative recycling contract in South Australia. East Waste remained proactive and led from the front throughout 2018 with our research, analysis and bold decision making. This has resulted in East Waste again being able to deliver a market leading recycling contract offer for Member Councils.

East Waste has been able to secure an initial 3 year contract with Northern Adelaide Waste Management Authority (NAWMA) (option for two three-year extensions at the exclusive right of East Waste) which we are offering Member Councils to join prior to 30 April 2019. The contemporary contract responds to many of the concerns and requests we heard from Member Councils and the community throughout 2018, along with a number of other benefits which I will detail later in the letter.

Recognising the impact this international issue would have long-term on our Member Councils, East Waste in early 2018 established a formal sub-committee of the Board to review all options. The Recycling Review Technical Working Committee including independent member, Mr Jeff Tate, met regularly to review and analyse data, consider legal advice and technical briefings to assist Administration in providing relevant and succinct information to the Board. This decision and commitment allowed East Waste to step ahead of the game.

With East Waste and the then incumbent SKM, acknowledging that the recycling contract had come to an end in September 2018, East Waste developed and released a fresh recycling tender. The tender documents were crafted in a contemporary manner which sought alternative options to traditional contracts where East Waste could share in the risk and reward of the industry (rise and fall contracts), have greater transparency in material destination and importantly influence circular economy options.

A tender evaluation panel comprising of Mr Paul Di Iulio, Mr Matthew Pears, Mr Jeff Tate, Mr Shane Raymond and myself, supported by Mr Ken Patterson (BDO) in a probity role, Hood Sweeney analysing financial data and Rawtec providing technical expertise, diligently undertook an analysis of all offers received.



Five tenders from three Recycling Processors were assessed on both price and non-price criteria. The NAWMA Rise and Fall model, ranked highest on both price and non-price criteria and after further analysis of the risks associated was recommended to the Board as the preferred tender.

## **NAWMA Rise & Fall Model**

The application of Rise and Fall contracts in the recycling space are relatively new and allow both parties to realise the benefits when markets are positive and share the cost during depressed times. The NAWMA Rise and Fall has been agreed to on the following basis:

- Base Gate rate of \$10/tonne;
- Adjusted Quarterly based on the commodity sales of an agreed 'basket of goods'\*;
- Payment for disposal of contamination;
- Payment for disposal of glass fines\*\*; and
- 50/50% risk share.

The basket of goods relates to the standard commodities (resources – paper, mixed cardboard, plastic streams, glass etc.) derived from the yellow bin through processing. Each quarter the average price for these commodities is offset against the cost of processing, the risk share is then applied and a new quarterly gate rate is derived. As an example:

*The \$10 gate rate is based on a basket of goods price of \$100. In the last quarter the basket of goods price increased to \$105 (increase of \$5). East Waste's risk-share of 50% is applied to the \$5, resulting in a \$2.50 benefit. The gate fee for the subsequent quarter becomes \$7.50. Conversely if the basket of goods price dropped to \$95, the gate fee would be \$12.50.*

Analysis of market pricing over the past 12 months suggests that under the model adopted, at the low point of the recycling crisis, our base gate rate would not have increased by more than \$3.30. Additionally, over the past 12 months, the trend has consistently improved, providing another level of confidence.

Currently glass fines account for approximately 15% of processing outputs and have no commercial value. NAWMA have identified a market for a large component of the glass fines and through financial assistance of Green Industries SA, will be implementing a glass fines recovery plant into their operation. This will take approximately 6-8 months to establish and significantly reduce this waste stream and cost contributor.

As a result of the rise and fall component, the ongoing market volatility and the full benefits of the glass fines processing, it is not possible to provide a definitive per tonne price, however our analysis would suggest that the average Member Council rate over the course of the first three years of the contract will be in the order of \$55 - \$60. This will be subject to individual Council contamination levels, processing recoverability and market conditions. As indicated earlier, even at the upper limit, this is less than the other fixed gate fee offers received and on balance, carries the least risk.

Due to NAWMA's location, recycling tonnes will be aggregated at a Wingfield location and bulk transported to Edinburgh. This incurs a transport fee. This fee has been incorporated into all the financial modelling and the figure provided above. As such there will be no impact on the draft 2019/20 recycling collection fees that have been previously issued.

NAWMA, predominately due to it being a regional subsidiary, offers a strong transparency with its finances and business model, far above the other private sector tenderers.

In the area of circular economy, NAWMA currently have a number of local (intrastate and national) contracts in place for the processing of their material. Commitment to the local circular economy has been a deliberate focus of NAWMA and as





an Organisation they have set themselves a strategic target of 100% on shore processing by 2020. This is unrivalled in the current South Australian processing market. The nature of NAWMA also provides the opportunity for East Waste and its Member Councils to investigate and more easily coordinate local circular economy opportunities.

Having considered all options in depth, the Board at a Special Meeting on Monday 25 March, in confidence resolved in two parts to:

*Moved Cr Piggott*

*That the Board confirms Northern Adelaide Waste Management Authority as the preferred tenderer.*

*Seconded Cr Ashby*

*Carried*

and;

*Moved Cr Green*

*Authorises East Waste's General Manager and Deputy Chair to enter into a contract with Northern Adelaide Waste Management Authority for the Receipt and Processing of Recyclables, subject to formal agreement with the conditions of the Head contract from Member Councils.*

*Seconded Cr Piggott*

*Carried*

Please note these recommendations are confidential and in order to protect the integrity of the tendering process need to remain confidential until all Member Councils have had an opportunity for due consideration and a formal announcement by East Waste has been made.

### ***Previous SKM Contract***

The key matter pertaining to the previous SKM contract, that is whether East Waste should pursue SKM for recovery of lost funds associated with the previous contract, remains live but at this stage unresolved. Importantly East Waste has protected its rights to take action against SKM and is not further exposed by signing a long-term agreement with a third party. While the matter may appear simple, there is a degree of complexity which requires due consideration prior to the next steps being taken.

The key focus of East Waste from the beginning has been to:

1. achieve the best possible commercial result for Member Councils;
2. protect the integrity of hard-won community kerbside recycling behavior;
3. maintain an uninterrupted service provision; and
4. protect our legal options.

The outcomes of this contract have achieved these and East Waste now seeks your commitment for the first three years of the contract.

Attached is an Agreement which we require to be signed and returned to East Waste prior to **Tuesday 30 April 2019**, should you wish to be party to the Agreement. East Waste encourages you to sign up to the agreement as through the extensive industry knowledge and analysis we have undertaken, we are confident this is the best commercial recycling contract on offer, not only from a financial perspective but also through circular economy, education/behavior change and partnership opportunities.

Our understanding is that you will need to take this matter to your Council for endorsement and to assist we have drafted the following recommendation for your consideration:

- 1. That following consideration of the results of the tender process which has been undertaken by the Eastern Waste Management Authority on behalf of the Constituent Councils of the Authority and consideration of the recommendation which has been made by the Board of the Authority, the Council approves East Waste entering into a contract with the Northern Adelaide Waste Management Authority for the receipt and processing of recyclable waste.*
- 2. That Mayor and Chief Executive Officer be authorised to sign and seal any documents associated with East Waste entering into the contract with the Northern Adelaide Waste Management Authority, including any agreements or contracts which commit the Councils recyclable waste being processed by Northern Adelaide Waste Management Authority through a contract with East Waste until 30 June 2022.*

Should you require assistance in drafting the Council report or would like an East Waste representative to either present or attend the meeting to answer questions, please contact me as soon as possible.

In the event you do not wish to sign the agreement, the existing temporary contract arrangements will remain in place through East Waste for the month of May only. During this time you will need to arrange for the procurement of your own services and advise us accordingly where you wish your material to be taken.

Finally, as a Member Council of East Waste we thank the Town of Walkerville for your patience, support and understanding as we have diligently worked through this issue over the past 12 months. East Waste is confident the outcome achieved is the best possible, on a number of levels and believes further opportunities will be realised as the contract progresses. As such we look forward to receiving the attached signed agreement prior to Tuesday 30 April 2019. Should you wish to discuss this letter or the contract further please don't hesitate to contact me on 0417 466 929 or [robq@eastwaste.com](mailto:robq@eastwaste.com).

Yours sincerely,



**ROB GREGORY**  
**GENERAL MANAGER**

## **AGREEMENT TO COMMIT KERBSIDE RECYCLABLE MATERIAL TO EAST WASTE FOR INCLUSION IN THE NAWMA CONTRACT 2018-01 FOR THE RECEIPT AND PROCESSING OF THAT MATERIAL**

**DATE:**

**BETWEEN:**

**EASTERN WASTE MANAGEMENT AUTHORITY** of 1 Temple Court, Ottoway SA 5013 ("the Authority")

**AND**

**CORPORATION OF THE TOWN OF WALKERVILLE** of 66 Walkerville Terrace, Gilberton SA 5081 ("Council")

---

- 1 Council is a member of East Waste.
- 2 East Waste is currently delivering kerbside recyclable material (KRM) to Northern Adelaide Waste Management Authority (NAWMA) for processing under an interim arrangement and Council is paying East Waste for that service.
- 3 East Waste through an open procurement process has secured a fixed term multi - year contract for the receipt and processing KRM on the basis that Council would commit its tonnes to East Waste for inclusion in that contract.
- 4 East Waste has determined that NAWMA is the preferred tenderer and East Waste proposes to enter into a contract with NAWMA for the receipt and processing of KRM from all Member Councils (and non-member Councils if applicable), including City of Prospect.
- 5 The contract is a 3 plus 3 plus 3 year term with NAWMA with KRM delivered by East Waste to NAWMA via a nominated Transfer Facility. The fees charged by NAWMA are as follows:
  - 5.1 Gate Fee [\$10/tonnes]. There is a quarterly rise and fall mechanism applicable to the gate fee which will apply equally to all councils covered by the agreement.
  - 5.2 Contamination. This fee varies from Council to Council based on the contamination rates in the KRM streams. An audit is to be carried out within first 3 months of the contract and applied for the first 2 years.
  - 5.3 Glass Fines Contamination. This Fee is based on the disposal costs associated with remnant glass after processing. NAWMA are implementing technology to reduce this fraction and create a resource, which is scheduled to be operational within the first year of contract.
- 6 Council is responsible to pay the Gate Fee, and contamination charges that are relevant to Council's KRM stream.
- 7 Council hereby commits its KRM to East Waste through until 30 June 2022 to enable East Waste to enter into a contract with NAWMA to receive and process Council's KRM stream.
- 8 On the basis of this commitment from Council, East Waste will enter into a contract with NAWMA based on the tender terms. In due course a summary of the key contract terms will be provided to Council.

EXECUTED AS AN AGREEMENT

EXECUTED by EASTERN WASTE	)	.....
MANAGEMENT AUTHORITY	)	Signature
under delegated authority	)	
	)	
in the presence of:	)	

.....	.....
Signature of Witness	Name

.....	.....
Name of Witness	Position

EXECUTED by CORPORATION OF THE	)	.....
TOWN OF WALKERVILLE	)	Signature
under delegated authority	)	
	)	
in the presence of:	)	

.....	.....
Signature of Witness	Name

.....	.....
Name of Witness	Position

## **AGREEMENT TO COMMIT KERBSIDE RECYCLABLE MATERIAL TO EAST WASTE FOR INCLUSION IN THE NAWMA CONTRACT 2018-01 FOR THE RECEIPT AND PROCESSING OF THAT MATERIAL**

**DATE:**

**BETWEEN:**

**EASTERN WASTE MANAGEMENT AUTHORITY** of 1 Temple Court, Ottoway SA 5013 ("the Authority")

**AND**

**CORPORATION OF THE TOWN OF WALKERVILLE** of 66 Walkerville Terrace, Gilberton SA 5081 ("Council")

---

- 1 Council is a member of East Waste.
- 2 East Waste is currently delivering kerbside recyclable material (KRM) to Northern Adelaide Waste Management Authority (NAWMA) for processing under an interim arrangement and Council is paying East Waste for that service.
- 3 East Waste through an open procurement process has secured a fixed term multi - year contract for the receipt and processing KRM on the basis that Council would commit its tonnes to East Waste for inclusion in that contract.
- 4 East Waste has determined that NAWMA is the preferred tenderer and East Waste proposes to enter into a contract with NAWMA for the receipt and processing of KRM from all Member Councils (and non-member Councils if applicable), including City of Prospect.
- 5 The contract is a 3 plus 3 plus 3 year term with NAWMA with KRM delivered by East Waste to NAWMA via a nominated Transfer Facility. The fees charged by NAWMA are as follows:
  - 5.1 Gate Fee [\$10/tonnes]. There is a quarterly rise and fall mechanism applicable to the gate fee which will apply equally to all councils covered by the agreement.
  - 5.2 Contamination. This fee varies from Council to Council based on the contamination rates in the KRM streams. An audit is to be carried out within first 3 months of the contract and applied for the first 2 years.
  - 5.3 Glass Fines Contamination. This Fee is based on the disposal costs associated with remnant glass after processing. NAWMA are implementing technology to reduce this fraction and create a resource, which is scheduled to be operational within the first year of contract.
- 6 Council is responsible to pay the Gate Fee, and contamination charges that are relevant to Council's KRM stream.
- 7 Council hereby commits its KRM to East Waste through until 30 June 2022 to enable East Waste to enter into a contract with NAWMA to receive and process Council's KRM stream.
- 8 On the basis of this commitment from Council, East Waste will enter into a contract with NAWMA based on the tender terms. In due course a summary of the key contract terms will be provided to Council.

**EXECUTED AS AN AGREEMENT**

<b>EXECUTED by EASTERN WASTE</b>	)	.....
<b>MANAGEMENT AUTHORITY</b>	)	Signature
under delegated authority	)	
	)	
in the presence of:	)	

.....	.....
Signature of Witness	Name

.....	.....
Name of Witness	Position

<b>EXECUTED by CORPORATION OF THE</b>	)	.....
<b>TOWN OF WALKERVILLE</b>	)	Signature
under delegated authority	)	
	)	
in the presence of:	)	

.....	.....
Signature of Witness	Name

.....	.....
Name of Witness	Position