

NOTTINGHAMSHIRE WASTE PARTNERSHIP **AGREEMENT**

THIS AGREEMENT is made the _____ day of _____

Two Thousand and Eight **BETWEEN:**

- (1) **NOTTINGHAMSHIRE COUNTY COUNCIL** ('County') of County Hall West Bridgford Nottingham NG2 7QP
- (2) **ASHFIELD DISTRICT COUNCIL** of Council Offices Urban Road Kirkby-in-Ashfield Nottinghamshire NG17 8DA
- (3) **BASSETLAW DISTRICT COUNCIL** of Queen's Buildings Potter Street Worksop Nottinghamshire S80 2AH
- (4) **BROXTOWE BOROUGH COUNCIL** of Council Offices Foster Avenue Beeston Nottinghamshire NG9 1AB
- (5) **GEDLING BOROUGH COUNCIL** of Civic Centre Arnot Hill Park Arnold Nottinghamshire NG5 6LU
- (6) **MANSFIELD DISTRICT COUNCIL** of Civic Centre Chesterfield Road South Mansfield Nottinghamshire NG19 7BH
- (7) **NEWARK & SHERWOOD DISTRICT COUNCIL** of Kelham Hall Newark Notts NG23 5QX
- (8) **RUSHCLIFFE BOROUGH COUNCIL** of The Civic Centre Pavilion Road West Bridgford Nottingham NG2 5FE

WHEREAS:

1. THE parties wish to exercise their waste management responsibilities jointly in order to:

- develop and implement sustainable waste management policies and practices to achieve best value for the people of Nottinghamshire
- establish a mutually beneficial framework for changes and development of the waste collection and disposal service
- minimise waste generation in Nottinghamshire and manage waste in accordance with the waste hierarchy

- maximise recycling and recovery levels from waste in order to meet or exceed European Union and United Kingdom targets as far as possible consistent with each party's capacity to fund those processes
- maximise value and performance from the long-term contract between the County and Veolia to the mutual benefit of the parties and the people of Nottinghamshire
- share costs and rewards of providing the waste management service and achieving agreed targets on an equitable basis

2. THE Parties wish to enter formal relations but believe that an initial joint monitoring and review of the service under the arrangements established by this agreement is necessary prior to entering a longer term agreement. The parties therefore intend to establish a joint committee to keep the operational waste management arrangements envisaged by the appendices to this agreement under review

NOW IT IS AGREED as follows:

1. **Definitions**

- 'Veolia' means the PFI contractor engaged by the County to dispose of waste within the County's administrative area
- 'executive member' means a member of the executive of one of the parties for the purposes of section 11 of the Local Government Act 2000
- PFI means private finance initiative
- Scrutiny means such arrangements as each party has in place to implement the overview and scrutiny provisions of the Local Government Act 2000
- Performance Credit means a payment by the County to the Districts for co-mingled dry recyclable material accepted at the Veolia contract MRF. This is based on a maximum payment of £560,000 per annum, at a standard payment rate of £6.00 per tonne for the first 65,000 tonnes and an incentive payment rate of £8.50 per tonne up to the MRF capacity of 85,000 tonnes. These rates are subject to indexation.
- RPIX means Retail Prices Index excluding Mortgage Interest Payments

2. Duration & Termination

This agreement will continue for two years from its signing to enable the Board to be established in order to review and propose modification of the operational waste management arrangements described by the appendices to this agreement. It will continue after the two years until such time as it is amended or revoked or until one party serves notice on each other party terminating its participation in the agreement. In the event of such notice being served the Board will consider the effect of such notice on the remaining parties and this agreement

3. Joint Management Committee (the 'Board')

3.1 The parties hereby establish a joint management committee (the 'Board') whose purpose is to:

- keep under review this agreement and make any necessary recommendations to the parties for its amendment
- monitor the provision of waste management services by the parties and Veolia
- consider how to share any financial reward between districts for dry recycling performance through the Veolia contract MRF
- consider how national and European indicator targets and waste PFI targets can best be achieved
- consider how best to minimise contamination of waste
- propose promotional publicity and advertising to secure the objectives of this agreement
- review quarterly performance reports provided by the County consider Veolia's annual report and audited accounts
- recommend the split of grant funding (e.g. waste performance efficiency grant) to the LAA Management Board of the Nottinghamshire Partnership
- recommend measures to secure continuous improvement of waste management
- consider and propose expansion and development of services e.g. to recycle glass

- consider how to achieve operational objectives set out in the appendices to this agreement
 - consider the arrangements envisaged by the appendix and annexes to this agreement in the light of any legislative or policy changes or otherwise and recommend accordingly
- 3.2 The Board shall comprise an executive member representing each party who shall be entitled to vote. In addition an officer of each party will attend the meeting. Meetings will not be quorate unless at least four such executive members are present, including one County executive member.
- 3.3 The Board will meet at quarterly intervals in the first year, and thereafter at a frequency to be agreed by the Board. Adequate written notice of meetings will be given to each party's representatives of at least five clear working days specifying the agenda for the meeting. The Board will invite such persons (e.g. a representative of Veolia) to a meeting as may assist in the conduct of business.
- 3.4 The Board will be serviced administratively by the County or as the Board may otherwise agree
- 3.5 The chairing of the Board will rotate between the parties as may be agreed by the Board the first such chair being the County executive member
- 3.6 Decisions of the Board shall require a unanimous vote of those present and voting. The Board does not possess delegated executive powers or duties. Decisions of the Board requiring executive authority will be recommended by the Board to each party for decision as appropriate under each party's constitution
- 3.7 The Board shall conduct a comprehensive review of the operations envisaged by this agreement 12 months after the signing of this agreement

4. Miscellaneous

- 4.1 The parties will use their best endeavours to meet requirements of them as indicated in the appendix and annexes to this agreement but agree that for the duration of this agreement they will not be formally bound to each other so to do
- 4.2 It is hereby agreed and declared that the County and the districts retain their entire discretion as to the fulfilment of their respective statutory responsibilities unfettered by the terms of this agreement

- 4.3 The parties will maintain sufficient records of their waste management operations as are necessary and provide those records as required to the Board to enable the Board to carry out its duties and specifically its duties of monitoring and review of performance and recommending how the burden of costs and income should fall
- 4.4 Each party shall co-operate fully with each other party in responding to any requests received under the Data Protection Act Freedom of Information Act or the Environmental Information Regulations
- 4.5 Nothing in this agreement shall be construed as making one council liable for any acts or omissions of another
- 4.6 Any dispute arising out of this agreement or the arrangements envisaged by it shall in the first instance be referred to the chief executives of those parties in dispute. If the chief executives are unable to resolve the dispute within a period they consider reasonable they shall determine an appropriate mechanism for resolving the dispute
- 4.7 Nothing in this agreement shall be construed as creating a separate legal entity or private partnership
- 4.8 The provisions of this agreement and the arrangements envisaged by them are open to scrutiny by the scrutiny committees of each party
- 4.9 The terms of this agreement will be kept under regular review by the Board and any of its terms may be varied by agreement of the parties

THE COMMON SEAL of NOTTINGHAMSHIRE]
]
COUNTY COUNCIL was hereunto affixed]
]
 in the presence of:-]

Duly Authorised Officer

THE COMMON SEAL of ASHFIELD]
]
DISTRICT COUNCIL was hereunto]
]
 affixed in the presence of:-]

Chair

Duly Authorised Officer

THE COMMON SEAL of **BASSETLAW**

]

]

DISTRICT COUNCIL was hereunto

]

]

affixed in the presence of:-

]

Chair

Duly Authorised Officer

THE COMMON SEAL of **BROXTOWE**

]

]

BOROUGH COUNCIL was hereunto

]

]

affixed in the presence of:-

]

Mayor

Duly Authorised Officer

THE COMMON SEAL of **GEDLING**

]

]

BOROUGH COUNCIL was hereunto

]

affixed in the presence of:-

]]

Mayor

Duly Authorised Officer

THE COMMON SEAL of MANSFIELD

]]

DISTRICT COUNCIL was hereunto

]]

affixed in the presence of:-

]]

Chair

Duly Authorised Officer

THE COMMON SEAL of NEWARK & SHERWOOD

]]

DISTRICT COUNCIL was hereunto

]]

affixed in the presence of:-

]]

Chair

Duly Authorised Officer

THE COMMON SEAL of RUSHCLIFFE

]]

BOROUGH COUNCIL was hereunto

]]

affixed in the presence of:-

]

]

Mayor

Duly Authorised Officer

NOTTINGHAMSHIRE WASTE PARTNERSHIP
AGREEMENT

NOTTINGHAMSHIRE COUNTY COUNCIL (1)
ASHFIELD DISTRICT COUNCIL (2)
BASSETLAW DISTRICT COUNCIL (3)
BROXTOWE BOROUGH COUNCIL (4)
GEDLING BOROUGH COUNCIL (5)
MANSFIELD DISTRICT COUNCIL (6)
NEWARK & SHERWOOD DISTRICT COUNCIL (7)
RUSHCLIFFE BOROUGH COUNCIL (8)

P D C Brown
Solicitor
Director of Legal &
Administrative Services
Broxtowe Borough Council

1. General County obligations

- 1.1 the County will share any appropriate waste data with the districts so that each party can fulfil its reporting responsibilities within the relevant timescales via Waste Dataflow and other relevant mechanisms (Annex G)
- secure that recyclable and compostable waste collected by the districts and delivered to a delivery point is recycled and/or composted in accordance with relevant national performance indicators
 - make payments to each district in accordance with the financial framework in annex B in return for that district fulfilling the expectations of this agreement

2. General district obligations**2.1 Each district will:**

- deliver or procure the delivery of waste to the appropriate delivery point referable to that type of waste as provided by this agreement
- deliver or procure the delivery of waste during contract facility opening hours
- comply and require its contractors to comply with Veolia's reasonable and proper site rules and regulations (including access routes)
- secure so far as practicable that waste is delivered in accordance with the waste acceptance criteria in annex C
- ensure the accuracy of all consignment and transfer notes and retain them for six years
- share any appropriate waste data with the other parties so that each party can fulfil its reporting responsibilities within the relevant timescales via Waste Dataflow and other relevant mechanisms (Annex G)

3. Delivery points and tipping away payments

- 3.1 The County will procure through the contract with Veolia that the delivery points shown in respect of each district referable to different types of waste as shown in annex A are available to the districts for the reception of waste during the delivery point opening hours

- 3.2 If a delivery point is unavailable for any reason for the reception of waste the County will as soon as practicable notify the relevant district(s) of an available alternative delivery point which is as convenient to the district(s) as the circumstances permit.
- 3.3 If a primary delivery point ceases to be available and the contingency (or new) delivery point is more than 5 miles or 15 minutes from the relevant district's boundary the County will make 'tipping away payments' to the relevant district in accordance with the financial framework set out in annex B.
- 3.4 The 5 miles or 15 minutes referred to above refer to the distance or time taken to travel the most direct adopted highway which provides a safe and legal route

4. Contract Waste

- 4.1 The districts acknowledge and accept that the County has agreed to give Veolia exclusivity of contract waste for the duration of its contract with Veolia (save for the exceptions set out below) and that Veolia shall have a right to have delivered to it all contract waste arising in the districts' areas.
- 4.2 The exceptions referred to in paragraph 4.1 constituting retained waste include:
 - all kerbside collections of glass bottles and jars until 1st April 2019
 - material collected through the districts' bring banks it being acknowledged that any expansion of bring bank facilities are subject to the approval of the Board
 - such material which a district wishes to dispose of elsewhere as the County may from time to time approve, which will at all times be subject to formal notice by a district to the County under Section 48 of the EPA

5. Waste Acceptance Criteria

- are set out in annex C
- any load which does not meet the waste acceptance criteria will be subject to the load rejection process in annex D.
- any load shall be deemed to have complied with the waste acceptance criteria when the vehicle bearing the load has left the delivery point unless Veolia has indicated otherwise on the weighbridge ticket
- the County will recover its costs expenses or losses due to any load not meeting the waste acceptance criteria as outlined in the financial framework in annex B.

- the waste acceptance criteria shall not be enforced in respect of waste delivered to the materials recycling facility ('MRF') for six months from [2 January 2009]

6. Turnaround Times

6.1 The County will require Veolia to meet the following delivery vehicle turnaround times for new facilities constructed for the purposes of the County's contract with Veolia:

- an average turnaround time of no more than 20 minutes in any calendar month until 1 April 2011 for any one delivery point
- thereafter an average turnaround time of no more than 15 minutes in any calendar month for any one delivery point
- a maximum turnaround time of 30 minutes for any one delivery

6.2 For the purposes of the above paragraph a delivery vehicle is deemed to be at the delivery point having weighed into the site. If however a delivery vehicle is prevented from weighing in and the maximum number of district vehicles are not on site (as shown in Annex A), then the delivery point is deemed to be unavailable and the County will endeavour to notify the relevant district of an available alternative delivery point under paragraph 3.2 above

6.3 If the times indicated in this paragraph are exceeded or if a delivery vehicle is prevented from weighing in at a delivery point the relevant district may claim compensation from the County as outlined in the financial framework in annex B

6.4 If turnaround time issues arise with third party facilities used by Veolia, these facilities will be exempt from compensation claims, but the County will use its best endeavours to resolve the issues.

7. Monies from recyclables and LATS

- the County shall pay the districts a Performance Credit as shown in the financial framework in annex B

- the Board shall receive regular reports on LATS income and where income exceeds that assumed by the County in their PFI Contract the County will pay to the relevant district(s) a proportionate share of the LATS benefits attributable to the districts' contribution in respect of the MRF operations as may be agreed by the Board
- LATS surpluses generated through any other waste treatment processes procured by the County will not be shared with the districts

8. Trade Waste

- both recyclable and non-recyclable trade waste collected from commercial or business premises will also be delivered to the delivery points shown in annex A.
- dry trade recyclables which are processed through the MRF will be charged at the contract rate. Where processing is not required, arrangements will be discussed by the Board and separate negotiations will take place by the County on behalf of the District(s) to determine the gate fee
- the County shall pay the districts a Performance Credit as shown in the financial framework in annex B for dry trade recyclables which are processed through the MRF. Where processing is not required, arrangements will be discussed by the Board and separate negotiations will take place by the County on behalf of the District(s) to determine any income

9. Baselines

- The Baseline is the 2007/08 audited combined performance for Best Value Performance Indicators 82a(i) and 82(b)(i) (annex E), commitments made through the LAA (annex F) or statutory targets, whichever is the greater, or any replacement of such targets as may be agreed by the Board
- where the County requires a district to exceed its baseline in order to meet the recycling/composting targets or district minima agreed through the LAA the district will qualify for financial support from the County as recommended to the LAA Management Board of the Nottinghamshire Partnership
- where a district implements non-statutory changes to collection methodologies which result in direct costs to the County under the contract with Veolia such costs may be invoiced to the district as outlined in the financial framework in annex B