Service Level Agreement relating to Northamptonshire Waste Partnership and the Northamptonshire County Council and Milton Keynes Council Residual Waste Management Project

DRAFT 8 21/10/08

Northamptonshire County Council (1)
Borough Council of Wellingborough (2)
Corby Borough Council (3)
Daventry District Council (4)
East Northamptonshire Council (5)
Kettering Borough Council (6)
Northampton Borough Council (7)
South Northamptonshire Council (8)
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THIS SERVICE LEVEL AGREEMENT is made on 2008

BETWEEN

(1) Northamptonshire County Council of County Hall, Northampton, NN1 1DN (the "WDA");

(2) Borough Council of Wellingborough of Swanspool House, Doddington Road, Wellingborough NN8 1BP ;

(3) Corby Borough Council of Grosvenor House, George Street, Corby NN17 1QB;

(4) Daventry District Council of Lodge Road, Daventry NN17 1QB;

(5) East Northamptonshire Council of Cedar Drive, Thrapston, Northants NN14 4LZ;

(6) Kettering Borough Council of Municipal Offices, Bowling Green Road, Kettering NN15 7QX;

(7) Northampton Borough Council of The Guildhall, St Giles Square, Northampton NN1 1DE; and

(8) South Northamptonshire Council of Springfields, Towcester, Northants NN12 6AE;

(together, the "Parties" and Parties (2) to (8) each being a "WCA" and together the "WCAs")

BACKGROUND

(A) The WDA is a Waste Disposal Authority under section 30(2) of the Environmental Protection Act 1990.

(B) Each of the WCAs is a Waste Collection Authority for its respective area under section 30(3) of the Environmental Protection Act 1990.

(C) The Parties recognise and endorse the need to address central government and European targets for waste minimisation, for the diversion of biodegradable municipal waste from Landfill, for the promotion of and increase in recycling and the recovery of waste and the promotion of sustainable development including the use of waste as a resource.
(D) The WDA has entered into joint working arrangements with Milton Keynes Council ("MKC") and has bid for £129 million of PFI credits to support the provision of a joint residual waste management facility to be procured jointly by the WDA and MKC under the Government's Private Finance Initiative (the "Project").

(E) The Parties to this SLA are, as at the date of this SLA, members of the Northamptonshire Waste Partnership and are the parties to the Memorandum of Understanding which, among other things, records the cooperation between the Parties thereto in respect of preparation and planning for the Project.

(F) The Parties now wish to establish a clear and accountable framework in this SLA under which they can work together in discharging their respective waste collection and disposal responsibilities with regard to Residual Waste, work towards an overall approach to Composting and Recycling within the County and to promote the economic, environmental and social well-being of their respective areas. They wish to be able to respond in a more effective and co-ordinated way in relation to the development and implementation of the Northamptonshire Joint Municipal Waste Management Strategy and to introduce and promote joint working arrangements that will be in the best interests of the council tax payers of Northamptonshire.

(G) In deciding to enter into this SLA, each of the Parties has had regard to its community strategy prepared by it pursuant to Section 4 of the Local Government Act 2000.

(H) The WDA and MKC intend to publish a contract notice in the Official Journal of the European Union in order to seek expressions of interest in respect of the Residual Waste Disposal PFI Contract.

NOW THIS DEED WITNESSES AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION

1.1 Interpretation

In this Service Level Agreement, unless the context otherwise requires capitalised terms shall have the meaning given to them in Schedule 1.

1.2 Interpretation

In this Service Level Agreement except where the context otherwise requires:

(a) the masculine includes the feminine and vice-versa;
(b) the singular includes the plural and vice versa;

(c) a reference to any Clause, Paragraph or Schedule is, except where expressly stated to the contrary, a reference to such clause, paragraph or schedule of and to this Service Level Agreement;

(d) save where stated to the contrary, any reference to this Service Level Agreement or to any other document shall include any permitted variation, amendment or supplement to such document;

(e) any reference to any guidance, Government strategy document, enactment, order, regulation or other similar instrument shall be construed as a reference to the guidance, document, enactment, order, regulation or instrument as amended, replaced, consolidated or re-enacted;

(f) a reference to a person includes firms, partnerships and corporations and their successors and permitted assignees or transferees;

(g) headings are for convenience of reference only;

(h) words preceding “include”, “includes”, “including” and “included” shall be construed without limitation by the words which follow those words;

(i) any obligation on a Party to do any act, matter or thing includes, unless expressly stated otherwise, an obligation to procure that it is done;

(j) subject to any express provisions of this Service Level Agreement to the contrary, the obligations of a Party are to be performed at that Party own cost and expense; and

(k) the Schedules to this Service Level Agreement form part of this Service Level Agreement.

(l) This Service Level Agreement shall be construed and interpreted as a whole provided that Clause 2.1 shall take precedence over the remainder of this Service Level Agreement and in the event of any inconsistency or conflict between the provisions of the main body and the Schedules, the main body shall prevail to the extent of any such conflict or inconsistency over the Schedules. Schedules 1 and 2 shall prevail to the extent of any conflict or inconsistency between the Schedules.
2 GENERAL PROVISIONS

2.1 Vires

The WDA and the WCAs have entered into this Service Level Agreement in their capacities as a Waste Disposal Authority and Waste Collection Authorities respectively and pursuant to their respective powers under the Environmental Protection Act 1990, the Waste Emissions Trading Act 2003, Section 111 of the Local Government Act 1972, Section 2 of the Local Government Act 2000 and all other powers enabling them in that behalf. For the avoidance of doubt, the Parties expressly agree, declare and confirm that nothing in this Service Level Agreement shall bind or impose on any of them any obligation or in any way limit the exercise of its powers and discretions when any of them are acting in a capacity or discharging any of their functions other than as a Waste Disposal Authority or a Waste Collection Authority as the case may be.

2.2 Not used

2.3 Role and Purpose of this Agreement

(a) The Parties recognise the need to enter into a legally binding arrangement in connection with the Residual Waste Disposal PFI Contract. The Parties have signed the Memorandum of Understanding and recognise that in due course they will need to sign a variation to or a replacement of this Service Level Agreement reflecting several of the detailed provisions which will in due course be set out in the Residual Waste Disposal PFI Contract. However, until that document has been finalised, this version of this Service Level Agreement must necessarily remain an intermediate step between the non-binding Memorandum of Understanding and the final version of this Service Level Agreement when the Residual Waste Disposal PFI Contract has been finalised. The Parties acknowledge that it is important to the robustness of the competition which will result in the Residual Waste Disposal PFI Contract that the market appreciates through the existence of this Service Level Agreement that the Parties have a comprehensive, thought through and joined up strategic approach to the collection and disposal of waste in Northamptonshire.

(b) The Parties acknowledge that the ultimate objective of this Service Level Agreement is to facilitate the Residual Waste Disposal PFI Contract’s procurement process and to develop the joint working arrangements which have so far been achieved by the Parties so that the Parties will continue to work in a
constructive and cooperative way to negotiate and seek to agree such amendments as may be required to:

(i) achieve the purposes of the Strategy;

(ii) allow the WDA to meet its obligations under its joint working arrangements with MKC and under the Residual Waste Disposal PFI Contract; and

(iii) fulfil the Parties' joint objective to achieve the delivery of the quantities of appropriate Waste to the Facility to enable the WDA to discharge its obligations under the Residual Waste Disposal PFI Contract.

(c) The Parties acknowledge that in order to enable the WDA to prepare its tender documents, it will need to rely on data and projections provided to it by the other Parties to this Agreement. The WDA shall make all requests for any such information through the Steering Group.

(d) The Parties further acknowledge that in order to enable the WCAs to commit to Clause 2.4 below they will need to have financial information from the WDA to determine their ability to make appropriate budgetary commitments. The WCAs shall make all requests for any such information through the Steering Group.

2.4 Policy 5

(a) The Parties acknowledge the importance of achieving the policies identified in the Strategy.

(b) In relation to Policy 5, and in order to achieve collective recycling and Composting rates for the County as a whole of:

(i) 44% of Household Waste by 2009/10

(ii) 48% of Household Waste by 2012/13

(iii) 52% of Household Waste by 2015/16

(iv) 56% of Household Waste by 2019/20

the WDA agrees with the WCAs that it will achieve a target of 70% for Recycling and Composting of waste received at HWRCs by 2012/13.
(c) The WCAs jointly agree that they will collectively achieve targets for Recycling and Composting of:

(i) 40% of Household Waste by 2009/10;

(ii) 43% of Household Waste by 2012/13;

(iii) 48% of Household Waste by 2015/16; and

(iv) 53% of Household Waste by 2019/20,

provided that the WDA achieves its target as set out in 2.4(b) above.

(d) The Parties shall ensure insofar as they lawfully can that appropriate budgetary provisions and arrangements are made to enable them to perform their obligations under this Service Level Agreement.

3 COMMENCEMENT AND DURATION

3.1 This SLA and the rights and obligations of the Parties will take effect on the Commencement Date and will continue until the earlier of the following dates:

(a) the expiry date of the Residual Waste Disposal PFI Contract;

(b) the date on which the relevant provisions of the EPA and WET Act are amended or repealed or any other enactment is made such that in each case this arrangement is rendered ineffective, or unlawful;

(c) the fourth anniversary of the execution of this SLA if the Residual Waste Disposal PFI Contract shall not have been entered into on or before that date.

4 THE WDA’S RESPONSIBILITIES AND COMMITMENTS

The WDA shall comply with its obligations set out in this SLA, including the Schedules.

5 THE WCAS’ RESPONSIBILITIES AND COMMITMENTS

Each of the WCAs shall comply with their obligations set out in this SLA, including the Schedules.
6 STRATEGY

Without prejudice to the specific obligations in Clause 2.4 (Policy 5), the WDA and the WCAs shall give effect to the Strategy.

7 STATUTORY DIRECTIONS AND NOTICES

7.1 The Parties wish to build on the cooperative working which has been established so far and recorded in the Memorandum of Understanding and in this Service Level Agreement and, wherever possible, to ensure that decisions which are taken about the subject matter of this Service Level Agreement are taken consensually. However it is recognised that there may be circumstances where the WDA feels it is necessary and appropriate for it to make a Direction. In exercising its powers of Direction, the WDA will pay appropriate regard to the views expressed to it by any WCAs who would be affected by its Direction and shall inform any WCA in writing, which has expressed a view, of the outcome of the WDA's consideration of the WCA's views.

7.2 The Parties record that nothing set out or referred to in this Service Level Agreement shall in any way affect the freedom and ability of the WDA to exercise its powers of Direction at such times, on such terms and in such circumstances as it shall see fit.

8 PARTNERSHIP WORKING

8.1 The Parties may, by applying pooled resources, employ (through one of them) a Partnership executive officer (the "NWP Executive Officer") to advance the Partnership Principles and Objectives.

8.2 Each Party agrees that any changes, which it proposes to make from time to time to any of its activities as a Waste Collection Authority which it then carries out as shown in the version of the Waste Data Flow Model current at the time the Relevant Change Notice is given to the Steering Group in respect of that proposed change (by way of example only, a decision to commence separate collection of a particular waste stream such as plastic bottles) or as a Waste Disposal Authority (by way of example only, a decision to implement a county wide kitchen waste disposal facility) (as the case may be) and that will impact on the tonnage and/or composition of any Residual Waste which it would deliver to the Facility, will constitute a Relevant Change ("Relevant Change"). Relevant Changes will be notified by means of a Relevant Change Notice to and discussed with the Steering Group prior to their implementation. For the avoidance of doubt, the Parties confirm that any change proposed by the WDA as a result of the operation of Change in Law provisions of the Residual Waste Disposal PFI Contract
("Required Changes") shall not constitute Relevant Changes or Qualifying Changes. The WDA will keep the WCAs informed about Required Changes, report them to the Steering Group and seek the other Parties' agreement to their implementation insofar as the Required Changes affect other Parties. The WDA shall be entitled to implement Required Changes whether or not other affected Parties shall have agreed to them.

8.3 Where after the execution of the Residual Waste Disposal PFI Contract the effect of any one Relevant Change together with any others (all of which shall have been duly notified to the Steering Group) will (or any of the Parties, acting reasonably believes such change will) result in the Acceptable MW Range and/or the Acceptable CV Range, being breached (a "Qualifying Change"), the Steering Group will prepare and submit a report ("the Qualifying Change Report") to the NWP with regard to the potential impact of the Qualifying Change, its or their impact on the Strategy and on the Residual Waste Disposal PFI Contract and (if necessary) a revised Waste Delivery Schedule to take effect as a result of the approval by the NWP of any Qualifying Change.

8.4 The NWP shall, at its next meeting following the submission of a Qualifying Change Report, vote on whether the Qualifying Change should be permitted.

The matter shall be decided on a simple majority of votes and each NWP member authority, shall have one vote when voting on such matter, provided that the WDA shall be entitled to veto any Qualifying Change where, in the WDA's reasonable opinion, the effect of the Qualifying Change will be that the WDA will exceed or fail to meet the WDA MW Range and/or the WDA CV Range. [The WDA shall not exercise its veto where one or more of the WCAs demonstrates to the WDA's reasonable satisfaction that the overall financial impact on Council Tax payers in Northamptonshire in the relevant period would be more beneficial if the Qualifying Change was implemented than if it was not. For this purpose the relevant period is the full period during which any financial costs associated with accepting the Qualifying Change could have any impact on the WDA. The financial impact on the WDA shall include any additional liabilities or payments due under the Residual Waste Disposal PFI Contract, external costs, fees and disbursements. Nothing contained in this Agreement shall restrict the WDA's right to exercise a veto in circumstances where accepting a Qualifying Change could constitute a breach of the Authority's obligations under the Residual Waste Disposal PFI Contract.] For Discussion.

8.5 After the execution of the Residual Waste Disposal PFI Contract, no Party shall implement a Relevant Change which would by itself, or with others duly proposed in
the Relevant Change Window constitute a Qualifying Change without the consent of the NWP granted in accordance with Clause 8.4. For the avoidance of doubt, the Parties confirm that any such implementation shall constitute a breach of this Service Level Agreement. This clause 8.5 shall not apply to Required Changes.

8.6 In the event that it becomes apparent to the WDA or another WCA that the defaults (whether acts or omissions) of a contractor of a WCA are having a significant effect on the composition and/or quantity of Waste delivered on behalf of that WCA to the Facility and despite representations by the WDA to the WCA concerned, the problems continue after the lapse of a reasonable period for remediation of the cause or causes of the problems then the WDA may refer the matter to the Steering Group, who shall consider the matter with a view to assisting the WCA concerned to remedy the matter including proposing measures to be taken by it.

8.7 The Parties acknowledge that the Focus Group have the responsibility for suggesting measures to the Steering Group which will together deliver the Strategy Action Plan. The Parties shall procure that the measures to be taken are agreed by the Steering Group and that the progress of the Focus Group is monitored by the Steering Group which will report on such basis as the Parties agree to the Northamptonshire Waste Partnership. These reports shall contain such information as the Parties shall require but in particular shall indicate how the Strategy Action Plan is progressing with regard to the achievement of stated objectives, targets and milestones.

8.8 The Parties acknowledge that as part of the process of varying this Service Level Agreement referred to in Clause 2.3 prior to financial close of the Residual Waste Disposal PFI Contract, the Parties will use all reasonable endeavours to agree a subdivision of the WDA MW Range and the WDA CV Range and any appropriate parameters to set an appropriate calorific value and Municipal Waste tonnage range for each of the WCAs.

8.9 The constitution and powers of the Steering Group shall be as set out in Schedule 5 and the constitution and powers of the Focus Group shall be as set out in Schedule 6.

8.10 A Relevant Change Notice shall contain sufficient information about the change proposed to enable the Steering Group to understand the nature and significance of the change proposed. The Steering Group may prescribe such form and content of the Relevant Change Notice as it thinks fit and the Parties shall comply with all such requirements. The Parties anticipate that such notice will reference the Waste Data Flow Model. Save in exceptional circumstances, a Relevant Change Notice may only
be issued during the Relevant Change Window which falls in the year before the year in which the change proposed in the Relevant Change Notice would be implemented were the procedures outlined in this SLA to have been followed and the Relevant Change approved.

8.11.1 The Parties shall procure that the Steering Group prepares for adoption by the NWP before [31st March] in each year:-

(a) a Waste Data Flow Model which accurately reflects the sources and quantities of Residual Waste arisings collected by the Parties (or in the case of the WDA, delivered to HWRCs provided by the WDA), their movement, treatment and disposal routes, in each case as at the date when the Waste Data Flow Model is adopted. The Parties shall use the Waste Data Flow Model current at the time of any Relevant Change Notice as the reference basis for any Relevant Change. The assessment of the impact of any Relevant Change shall include consideration of the effect of the proposed Relevant Change as projected by Waste Data Flow Model. Save in the case of manifest error, the Waste Data Flow Model shall be accepted by the Parties as conclusive evidence of the data it contains from time to time as to the correct waste flows at that time and any future projections made by it; and

(b) following the execution of the Residual Waste Treatment PFI Contract, a table showing the subdivision of the WDA MW Range and the WDA CV Range between all the Parties for the following 12 months. The table shall be in such form and containing such data as the Steering Group (acting by majority decision) shall agree.

8.11.2 Schedule 7 contains the Waste Data Flow Model to apply for the period [● to ●].

8.11 For the avoidance of doubt, the Parties confirm that the provisions of this clause 8 shall apply from the date of execution of this Agreement.

8.12 Any Relevant Change which shall have been approved as required by this SLA (or which the Steering Group/Northamptonshire Waste Partnership confirms does not require approval) shall be implemented by the Party which initiated the Relevant Change Notice in the terms and within the period of the approval or notice, respectively, and subject to any conditions set in the relevant approval.
9  WASTE DATA

9.1 Each of the WCAs shall:

(a) enter on Waste Data Flow such information as is requested of them from time to time by the Waste Data Flow Regulator and/or the WDA (acting reasonably);

(b) ensure that all information entered onto Waste Data Flow pursuant to Clause 9.1(a) is complete and accurate to the best of the WCA’s knowledge and belief;

(c) comply with its obligation under Clause 9.1(a) within such reasonable time periods as the WDA may from time to time request, having regard to any statutory or operational time constraints to which the WDA is subject in respect of such data,

and shall provide a copy of such information so submitted to each other Party as soon as reasonably practicable following entry on Waste Data Flow.

9.2 The WCAs agree to provide such information in such format as the WDA may reasonably require in connection with the procurement, preparation, negotiation and closing of the Residual Waste Disposal PFI Contract and with the performance of its and/or their obligation under this Service Level Agreement or the WDA’s obligations under the Residual Waste Disposal PFI contract.

10  COSTS

10.1 Save as where otherwise provided by this Agreement, or by Law, each Party shall bear its own expenses, costs, risks and liabilities arising out of, or pursuant to, the preparation and performance of this Service Level Agreement, and the preparation and performance of any proposals or contracts pursuant hereto.

11  DELIVERY POINTS

11.1 The WDA shall use reasonable care and diligence to ensure that waste collection costs for the WCAs as a whole (Indexed) are not materially increased above the amount which they are collectively required to incur to comply with the requirements of the Strategy, and that in the case of each WCA its waste collection costs are not unduly and unfairly increased compared to the increase (if any) in waste collection costs of the other WCAs as a consequence of entering into and implementing the Residual Waste Disposal PFI Contract.
11.2 The WDA and the WCAs shall work together to ensure that Tipping Away Charges (Indexed) as a whole are not materially increased above their present levels as a consequence of entering and implementing the Residual Waste Disposal PFI Contract.

11.3 If a Delivery Point is unable to accept Waste from a WCA which would usually deliver to it and the Contingent Delivery Point nominated by the WDA is more than 5 miles outside the WCA's administrative area, the WDA will compensate the WCA its unavoidable additional transport costs incurred in delivering to the Contingent Delivery Point provided that the WCA has taken all reasonable steps including (without limitation) exploring cost saving opportunities with other WCAs to mitigate its losses. Each of the WCAs shall produce such accounts and records as the WDA may reasonably require to support any applications for payment under this Clause.

11.4 The Parties agree that payments made by the WDA pursuant to Clause 11.3 shall, for the purposes of Section 52(10) of the EPA be the WDA's "reasonable contribution".

12 BREACH AND TERMINATION

12.1 Subject to Clause 12.2, where any Party to this Service Level Agreement ("the Party in Breach") has committed a breach of its obligations under this Service Level Agreement and one or more of the other Parties suffers loss as a direct result of such breach, the Party in Breach shall indemnify to the extent permitted by law (including complying with any restriction or control or limitation on the ability of the Party in Breach to incur expenditure) or by any regulatory authority or authority, to whose instructions or directions the Party in Breach is subject, such other Party against all and any loss, cost, expense or liability (including legal and other professional costs and expenses on a full indemnity basis) suffered or incurred by the other Party as a result of such breach.

12.2 To the extent that a breach results from circumstances which are beyond the reasonable resources or the ability of the Party in Breach to control (for example where demographic changes have exceeded or fallen short of that Party's prudent estimates) the Party in Breach shall to that extent be relieved of its indemnity obligations set out in Clause 12.1.

12.3 Each of the WCAs undertakes to procure to the extent that it can reasonably and lawfully do so (including any contractual limit or restriction on its powers) that the acts or omissions of any person, firm or corporation which provides goods or services to it in connection with the discharge of its functions as a Waste Collection Authority shall
not in any material way prejudice the position of the WDA under the Residual Waste Disposal PFI Contract.

12.4 Save as otherwise expressly provided for in this Service Level Agreement expiry or termination of this SLA shall not affect the continuing rights of the Parties under Clause 2.4 (Policy 5), Clause 6 (Strategy), Clause 7 (Statutory Directions and Notices), Clause 10 (Costs), Clause 12 (Breach and Termination), Clause 14 (Confidentiality), Clause 15 (Freedom of Information Act 2000 and Environmental Information Regulations 2004), Clause 16 (Joint Statements and Publicity), Clause 17 (Dispute Resolution), Clause 19 (Notices), Clause 22 (Assignment) Clause 27 (Law and Jurisdiction) and Schedule 1 (Definitions) or under any other provision of this SLA which is expressed to survive termination or which is required to give effect to such termination or the consequences of such termination.

13 MANAGEMENT ARRANGEMENTS

The Parties shall meet as the Northamptonshire Waste Partnership in accordance with the provisions of the MoU.

14 CONFIDENTIALITY

14.1 Subject to Clause 14.2 and Clause 15, the Parties shall keep confidential all Confidential Information received by them in connection with this SLA.

14.2 Clause 14.1 shall not apply to:

(a) any disclosure of information that is in the public domain at the time of disclosure or the receiving Party can show is in, or comes into, the public domain after disclosure otherwise than by a breach of these conditions; or

(b) the receiving Party can show was already in its possession free of any such restriction prior to receipt from the disclosing Party; or

(c) the receiving Party can show it has lawfully received from a bona fide third party without breach of any obligation to the disclosing Party;

(d) any disclosure which is required by Legislation or by an order of a court of competent jurisdiction, any Parliamentary obligation or the requirements of any governmental or regulatory body having the force of law;
(e) any disclosure of information by a Party to any department, office or agency of the Government or their respective advisors or the Audit Commission and any person appointed by the Audit Commission for the purpose of the examination and certification of the Party's accounts or any examination or investigation; or

(f) any disclosure that is required to ensure compliance with the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004.

14.3 Subject to Clauses 14.2 and 15 (FOI and EIR), in respect of all Confidential Information which may be disclosed by one Party to another or acquired by one Party from another under this SLA, the receiving Party undertakes:

(a) to keep the Confidential Information in strict confidence, and not to use the Confidential Information herewith other than for the purposes of this SLA;

(b) only to disclose the Confidential Information to such of its members, officers, employees, advisors and contractors (including any sub-contractors) as genuinely need-to-know for the purposes of this SLA, and then only on the understanding that they agree to be similarly bound by the provisions of this Service Level Agreement. The receiving Party shall be responsible for ensuring that all such employees comply with the confidentiality obligations of this Service Level Agreement;

(c) not to disclose the Confidential Information to any third Party whomsoever except with the prior written consent of the disclosing Party;

(d) not to copy or reduce the Confidential Information to writing except as may be strictly necessary for the purposes of this Service Level Agreement;

(e) to return to the disclosing Party on demand or termination all Confidential Information held in any form whatsoever including all copies thereof, and to destroy all notes and any other written reports or documents which may have been made by the receiving Party and which contain any part of the Confidential Information, except as authorised in writing by the disclosing Party, or as is strictly necessary to complete any outstanding obligations relating hereto between the Parties.

14.4 The property in all Confidential Information disclosed by any Party pursuant to this Service Level Agreement shall, subject to any right of any other owner, remain vested with the disclosing Party.
14.5 No licence or other rights are granted in the Confidential Information by the disclosing Party to the receiving Party except such licence to copy any writing or other document recording the Confidential Information to the extent authorised by the other sub-clauses of this Clause 14 and Clause 15 or to authorise the copying as a consequence of the receipt from the disclosing Party and downloading by the receiving Party of any electronic communication or document.

15 FREEDOM OF INFORMATION ACT 2000 AND ENVIRONMENTAL INFORMATION REGULATIONS 2004

15.1 Each of the Parties acknowledges that it and each of the others is subject to the requirements of the Freedom of Information Act 2000 ("FoIA") and the Environmental Information Regulations 2004 ("EIR") and each Party shall where reasonable assist and co-operate with the other Parties (at each Party's own expense) to enable the other Parties to comply with these information disclosure obligations.

15.2 Where a Party receives a request for information under either the FoIA or the EIR in relation to information which it is holding on behalf of any of the other Parties in connection with this SLA, it shall:

(a) transfer the request for information to such of the other Parties as are the subject of the request as soon as practicable after receipt and in any event within two Business Days of receiving a request for information;

(b) provide the other Party or Parties with a copy of all information in its possession or power in the form that the Party requires within ten Business Days (or such longer period as the Party may specify); and

(c) provide all necessary assistance as reasonably requested by the other Party to enable the Party to respond to a request for information within the time for compliance set out in the FoIA or the EIR.

15.3 Where a Party receives a request for information under the FoIA or the EIR which relates to this SLA or the Northamptonshire Waste Partnership, it shall inform the other Parties of the request for information as soon as practicable after receipt and in any event at least two Business Days before disclosure and shall use all reasonable endeavours to consult with the other Parties prior to disclosure and shall consider all representations made by the other Parties in relation to the decision whether or not to disclose the information requested.
15.4 The Party, which received the request for information under the FOIA or the EIR, shall be responsible for determining in its absolute discretion whether any information requested under the FOIA or the EIR:

(a) is exempt from disclosure under the FOIA or the EIR;

(b) is to be disclosed in response to a request for information.

15.5 Each Party acknowledges that the other Parties may be obliged under the FOIA or the EIR to disclose information:

(a) without consulting with the other Parties where it has not been practicable to achieve such consultation; or

(b) following consultation with the other Parties and having taken their views into account.

16 JOIN STATIONMENTS AND PUBLICITY

16.1 The [SG/NWP] shall adopt a press and public relations protocol from time to time. The Parties shall use reasonable endeavours to secure implementation of such protocol.

16.2 A WCA shall not make nor authorise any person on its behalf to make any public statement or issue any press release or publish any other public document (an "Announcement") relating to, connected with or arising out of this SLA or the Residual Waste Disposal PFI Contract without consulting with the WDA in respect of its content and the manner of its presentation and publication. For the avoidance of doubt the Parties expressly confirm that this Clause 16.1 does not limit or restrict any issue by a WCA of a public statement, press, release, advertisement, public notice or any other public document in the discharge of any of its functions except that of a Waste Collection Authority (in particular but without limitation its functions as a local planning authority, building control, health and safety or other regulatory authority) and that any statement, press release or other communication (in any media) issued by any member of a WCA in his constituency role or by any member of a minority political group on a WCA shall not be deemed to be made or authorised by the WCA.

16.3 Prior to the WDA making any Announcement in relation to this SLA, the WDA shall consult with the WCAs, and shall give due consideration to, such reasonable comments as are received, through the Steering Group.
16.4 Each Party shall actively promote the NWP policies and objectives including recycling, waste minimisation and energy conservation insofar as such policies and objectives of the NWP reflect the policies and objectives of the Strategy, and shall support the WDA by co-ordinating and distributing advertising and publicity material. In particular, the Parties shall promote the key achievements and milestones of the Residual Waste Disposal PFI Contract.

17 DISPUTE RESOLUTION

17.1 Any dispute or difference concerning this SLA shall be first referred to a meeting of each of the Parties involved in the dispute. The Parties agree to discuss and, in good faith, attempt to resolve any such dispute or difference in accordance with the spirit of partnering described in Clause 8 and Schedule 4.

17.2 In the event that the dispute or difference is not resolved within a reasonable period by the Parties in accordance with Clause 17.1, the dispute or difference shall be referred to a meeting of the chief officers of each of the Parties involved, who shall enter into good faith negotiations to attempt to resolve the matter.

17.3 In the event that the dispute or difference remains unresolved on the expiry of the period of 28 calendar days from the date of the referral under Clause 17.2 above, or such longer period as the Parties may agree, it shall be referred to a mediator appointed by the Centre of Effective Dispute Resolution (“the Mediator”).

17.4 The Parties shall use their reasonable endeavours to conclude the mediation within 40 Business Days of referral of the dispute to mediation.

17.5 The Mediator shall determine the rules and procedures by which the mediation shall be conducted, save that:

(a) each Party shall be entitled to make a written statement of its case to the Mediator prior to the commencement of the mediation provided that such statement shall be provided to the Mediator not less than 14 calendar days or such other period as may be agreed by the Mediator before the mediation is to commence; and

(b) within 14 calendar days of the conclusion of the mediation the Mediator shall provide a written report to the Parties which report shall set out the nature of the dispute and the nature of its resolution if any.
17.6 The Parties shall each bear their own costs incurred in relation to any mediation and the Mediator shall be entitled to be paid his reasonable fees, which the Parties shall pay in equal shares.

17.7 Any dispute or difference, which any legislation requires to be referred to a particular form of dispute resolution such as arbitration or adjudication, shall be so referred in the event that mediation has failed to resolve the dispute or difference. In particular (but without limitation) any dispute as to the amount of Tipping Away Charges shall be referred to arbitration as provided in the Environmental Protection Act 1990.

17.8 No Party shall be entitled to commence litigation or arbitration procedures until the completion of the mediation in accordance with Clause 17.3. Nothing in this Clause 17 (Dispute Resolution) shall prevent a Party at any time from seeking any interim or interlocutory relief from the courts.

18 AMENDMENTS

Following the execution of this SLA, no amendment or variation to this SLA shall be effective unless it is in writing and signed by a representative of each Party duly authorised (and notified to each Party) for that purpose.

19 NOTICES

19.1 No notice required to be served upon any of the Parties under this SLA shall be valid or effective unless it is in writing and served either:

(a) by delivering the notice by hand to that Party at the relevant address set out at the beginning of this SLA or to such other address as that Party may notify the other Parties in writing, and the notice shall be deemed to have been duly served at the time it is so delivered provided a receipt is obtained; or

(b) by posting the notice in a pre paid envelope sent by recorded delivery and addressed to that Party at the relevant address set out at the beginning of this SLA or such other address as that Party may notify the other Party in writing and the notice shall be deemed to have been duly served two days after the date of posting.

19.2 Where any notice is deemed served pursuant to this Clause 19 after 4.00pm on any day, the notice shall be deemed to have been served on the next Business Day.
20 ENTIRE AGREEMENT

20.1 Except where expressly provided in this SLA, this SLA constitutes the entire agreement between the Parties in connection with its subject matter and, in the absence of fraud, supersedes all prior representations, communications, negotiations and understandings concerning the subject matter of this SLA.

20.2 The Parties acknowledge that they have not entered into this SLA on the basis of any representation that is not expressly incorporated into this SLA.

20.3 Without limiting the generality of the foregoing, no Party shall have any remedy in respect of any untrue statement made to him upon which he may have relied in entering into this SLA, and a Party's only remedy is for breach of contract. Nothing in this SLA purports to exclude liability for any fraudulent statement or act.

21 AGENCY

Nothing in this SLA shall constitute a legal partnership or agency between the Parties.

22 ASSIGNMENT

22.1 This SLA is personal to the Parties and the rights and/or obligations under this SLA shall not be assigned, novated or otherwise transferred to any person other than:

(a) to a successor body following a reorganisation within government or to a body which substantially performs any of the functions that previously had been performed by the affected Party. The Parties shall enter into such agreement and/or deed as may reasonably be required to give effect to such assignment, novation or transfer; and

(b) the WDA may discharge its obligations set out in Schedule 2 through the PFI Service Provider under the Residual Waste Disposal PFI Contract or related documents.

23 WAIVER

Failure by one Party to enforce the provisions of this SLA or to require performance by another Party of any of the provisions contained in this SLA shall not constitute or be construed as a waiver of or as creating an estoppel in connection with any such provision and shall not affect the validity of this SLA or any part thereof or the right of the former Party to enforce any provision in accordance with its terms.
24 **SEVERABILITY**

If any term, condition or provision of this SLA shall be held to be invalid, unlawful or unenforceable to any extent by a Court of competent jurisdiction, such term, condition or provision shall be severed and shall not affect the validity, legality and enforceability of the other provisions of or any other documents referred to in this SLA.

25 **PRECEDENCE**

To the extent that there is any conflict between the terms of this Service Level Agreement and the MoU then this Service Level Agreement shall prevail.

26 **RIGHTS OF THIRD PARTIES**

The Parties agree that this SLA shall not be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999 and any rights contained therein are excluded.

27 **LAW AND JURISDICTION**

This SLA shall be governed by and construed in all respects in accordance with the laws of England and Wales. Subject to Clause 17 (Dispute Resolution), the English courts shall have exclusive jurisdiction to settle any disputes that may arise out of or in connection with this SLA.

The Parties have executed and delivered this SLA as a deed on the date first appearing on this SLA.
Schedule 1

Definitions

"Acceptable MW Range" means the tonnage range between A and B where:

(a) "A" is the highest value in the bottom quartile of the WDA MW Range; and

(b) "B" is the lowest value in the upper quartile of the WDA MW Range;

"Acceptable CV Range" means the calorific value range between A and B where:

(c) "A" is the highest value in the bottom quartile of the WDA CV Range; and

(d) "B" is the lowest value in the upper quartile of the WDA CV Range;

"Announcement" has the meaning given in Clause 16.1;

"Best Value" the duty imposed on waste authorities by section 3 of the Local Government Act 1999 “to make arrangements to secure continuous improvements in the way they exercise their functions having regard to a combination of economy, efficiency and effectiveness”;

"Biodegradable Waste" Waste which is able to decompose through the action of bacteria or other microbes and includes paper, cardboard, Green Waste and Kitchen Waste;

"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for domestic business in the City of London;

"Commencement Date" means the date of this Service Level Agreement;

"Commercial Waste" shall have the meaning given to it in Section 75(7) of the EPA;

"Composting" means the degradation of organic wastes in the presence of oxygen to produce a fertiliser or soil conditioner;

"Confidential Information" means information that ought to be considered as confidential (however it is conveyed or on whatever media it
is stored), whether or not it is marked as proprietary and may include information whose disclosure would, or would be likely to, prejudice the commercial interests of any person, trade secrets, intellectual property rights and know-how of a Party and all personal data and sensitive personal data within the meaning of the Data Protection Act 1988;

"Contingency Delivery Point" means a Delivery Point which is intended to be used by the PFI Service Provider when Delivery Points are unavailable in circumstances specified in the Residual Waste Disposal PFI Contract;

"Delivery Point" means a facility, site or transfer station, which is nominated by the WDA and licensed to receive Residual Waste;

"Direction" means a direction made by the WDA under section 51(4) of the EPA, in which the WDA directs the WCAs to deliver Waste to a Delivery Point, or in respect of recycling, or the separation of Waste;

"EPA" means the Environmental Protection Act 1990, as amended from time to time;

"Facility" means a new facility for the treatment and disposal of Residual Waste, which the WDA and MKC will procure as part of the Residual Waste Disposal PFI Contract;

"Focus Group" means the group of technical officers formed under the Memorandum of Understanding;

"Household Waste" means as defined under Section 75(5) of the EPA;

"HWRC" means a household waste recycling centre established and operated by or on behalf of the WDA pursuant to Section 51 (1)(b) of the EPA;

"Industrial Waste" means as defined under Section 75(6) of the EPA;

"Indexed" means where any amount is stated to be Indexed, the amount shall be multiplied by

\[
\frac{A}{B}
\]

where A is the value of [Basket of Indices] most recently
published for the month prior to the relevant calculation date and B is the value of [basket of indices] on the date of execution of the Residual Waste Disposal PFI Contract;

"Landfill" has the meaning attributed to it by section 65(1) of the Finance Act 1996 and "Landfilled", "Landfilling" and "Landfill Site" shall be interpreted accordingly;

"Landfill Allowances Trading Scheme" or "LATS" means the landfill allowances trading scheme established pursuant to the Waste and Emissions Trading Act 2003 and the Landfill Allowances and Trading Scheme (England) Regulations 2004;

"Legislation" means any Act of Parliament or subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, any exercise of the Royal Prerogative, and any enforceable community right within the meaning of section 2 of the European Communities Act 1972, in each case in the United Kingdom;

"Local Area Agreement" means an agreement that contains (among other matters) mandatory outcomes in respect of Municipal Waste recycling and landfill diversion, which is developed by a local authority (all single and upper tier authorities) in agreement with local partners through the local strategic partnership and in agreement with central Government;

"Memorandum of Understanding" means the memorandum of understanding between the Parties dated 22 April 2008;

"MKC Agreement" means the agreement or agreements between the WDA and MKC pursuant to which the parties thereto set out their respective rights, obligations and liabilities in relation to the Residual Waste Disposal PFI Contract;

"Municipal Waste" means Waste which by virtue of Legislation a local authority has a statutory duty to collect or power to collect (and in fact collects), including (without limitation) Household Waste, Industrial Waste, fly tips and street cleansing arisings but excluding Commercial Waste unless the Parties agree
otherwise;

"Northamptonshire Waste Partnership" or "NWP" means the partnership comprising the Parties all of which have certain responsibilities for the management of waste in Northamptonshire whose intention is to work together to develop and deliver coordinated services and infrastructure for more efficient waste collection, transfer, treatment and disposal and to investigate the opportunities for formalising partnership working between the Parties;

"NWP Executive Officer" has the meaning given in Clause 8.1;

"Partnership Principles and Objectives" means the matters set out in Schedule 4;

"PFI Service Provider" means the service provider appointed by the WDA under the Residual Waste Disposal PFI Contract;

"Policy 5" means Policy 5 in the Strategy which is that they will aim to put in place appropriate services and infrastructure to achieve recycling and Composting rates for Northamptonshire as a whole of:-

- 44% of Household Waste by 2009/10
- 48% of Household Waste by 2012/13
- 52% of Household Waste by 2015/16
- 56% of Household Waste by 2019/20

Within this target the WDA is aiming to achieve a target of 70% for recycling and Composting of waste received at HWRCs by 2012/13. If the HWRCs achieve this level, the WCs combined will need to achieve recycling and Composting rate targets of:-

- 40% of Household Waste by 2009/10
- 43% of Household Waste by 2012/13
- 48% of Household Waste by 2015/16
- 53% of Household Waste by 2019/20;
“Policy 8” means Policy 8 in the Strategy (which is that the Parties will seek a residual waste management solution which respects their desire to move waste up the hierarchy, which is environmentally sustainable, reliable and deliverable, which presents value for money and which is consistent with the NWP's response to the LATS set out in Section 6.0 of the Strategy);

"Qualifying Change" has the meaning given in Clause 8.3;

"Qualifying Change Report" has the meaning given in Clause 8.3;

"Recycling" means the reprocessing of non-hazardous waste material either into the same or a different product;

"Relevant Change" has the meaning given in Clause 8.2;

"Relevant Change Notice" means a Notice meeting the requirements of clause 8.10;

"Relevant Change Window" means months of [__] to [__], inclusive;

"Residual Waste" means that waste which remains after Recycling and Composting;

"Residual Waste Disposal PFI Contract" means a contract to be entered into pursuant to the Government’s Private Finance Initiative for the provision of residual waste management services to the WDA for a period of approximately twenty five (25) years;

"SLA" or "Service Legal Agreement" means this agreement (including its schedules);


"Steering Group" means a group comprising directors and senior officers from each of the Parties, in each case with responsibility for waste management;

"Strategy" the Northamptonshire Joint Municipal Waste Management Strategy;
"Strategy Action Plan" means the action plan agreed on by the member authorities of the NWP from time to time for the implementation of the Strategy;

"Tipping Away Charges" means payments made pursuant to Section 52(10) of the EPA save that the Parties agree that for the purposes of this agreement "unreasonably far from the waste collection authority's area", shall mean "more than 5 miles outside the waste collection authority's administrative area";

"Waste" means Household Waste, Commercial Waste, Industrial Waste as defined in Section 75 of the EPA;

"Waste Collection Authority" means a waste collection authority pursuant to section 30(3) of the EPA, and for the purposes of this SLA means each of the WCAs;

"Waste Data Flow" means the online "Waste Data Flow" system (www.wastedataflow.org) established by DEFRA for the collation of the information returns which Waste Disposal Authorities are obliged to make pursuant to Regulation 12 of the Landfill Allowances and Trading Scheme (England) Regulations 2004, or such system of reporting as may from time to time replace it;

"Waste Data Flow Model" means, before the execution of the Residual Waste Disposal PFI Contract, the operating model attached as schedule [7] which shows the position on execution of this SLA or, after such execution, the model prepared for the Residual Waste Disposal PFI Contract to show (or predict, as the case may be) sources and quantities of waste arisings, their movement, treatment and disposal and updated annually by the Parties pursuant to clause [0];

"Waste Data Flow Regulator" means the person appointed by DEFRA to manage the operation of Waste Data Flow, being Enviros Consulting Limited as at the date of this SLA;

"Waste Delivery Schedule" means a Schedule agreed for the purposes of Schedule 2 containing such information as may be specified by the Steering Group about the delivery of Residual Waste to any
means a waste disposal authority pursuant to section 30(2) of the EPA;

"WDA MW Range"
means the tonnage range within which Municipal Waste may be delivered to the PFI Service Provider by or on behalf of the WDA or as instructed by the WDA in fulfilment of its statutory duties, in accordance with the Residual Waste Disposal PFI Contract without the WDA incurring additional charges under such contract, as such range and charges are established under the Residual Waste Disposal PFI Contract and/or the MKC Agreement (as the case may be);

"WDA CV Range"
means the calorific value range (expressed in MJ/kg) within which Municipal Waste may be delivered to the PFI Service Provider by or on behalf of the WDA or as instructed by the WDA in fulfilment of its statutory duties, in accordance with the Residual Waste Disposal PFI Contract without the WDA incurring additional charges under such contract, as such range and charges are established under the Residual Waste Disposal PFI Contract and/or the MKC Agreement (as the case may be); and

"WET Act"
means the Waste Emissions Trading Act 2003, as amended from time to time.
Schedule 2

Waste Disposal Authority Responsibilities and Commitments

1 RESPONSIBILITIES

The WDA will provide to the WCA adequate access to the Delivery Points.

1.1 The WDA will provide or procure the provision of an adequate reception facilities and personnel at the Delivery Points to receive WCA vehicles.

1.2 For so long as it is obliged to do so by Legislation the WDA has and will retain the responsibility for the disposal of Municipal Waste and for the provision and maintenance of HWRCs within its authority boundary.

1.3 The WDA intends to enter into the Residual Waste Disposal PFI Contract in order to deliver Policy 8 in the Strategy and to facilitate the achievement of the Partnership Principles and Partnership Objectives. The WDA will procure this contract in accordance with Best Value obligations relevant to the costs and liabilities of the WDA.

1.4 During the procurement of the Facility, the WDA will require bidders to make proposals for the provision of Contingency Delivery Points.

1.5 The WDA shall have overall control of but shall continue to consult the WCA in respect of the following matters:

(a) the development of the facility requirements e.g. type of plant, capacity, inputs, tolerances etc;

(b) the content of the specification for the Facility;

(c) the setting of selection criteria and contract award criteria;

(d) the location of each Contingent Delivery Point and Delivery Point, required turnaround times at Delivery Points and the other standards which shall apply in respect of the Delivery Points.

1.6 The WDA shall take into account all reasonable comments of the WCA, subject to affordability, public procurement law (including the requirement for transparency and fairness in the procurement process).
2 DELIVERY OF RESIDUAL WASTE TO THE FACILITIES

2.1 Following approval of a Qualifying Change pursuant to Clause 8.4 and prior to implementation of the Qualifying Change the WCA concerned and the WDA shall agree a waste delivery schedule in order to facilitate a managed flow of waste to the Facility or transfer facility. The Parties shall seek to agree this Waste Delivery Schedule with any neighbouring WCAs and others who deliver Waste to the Facility or transfer facility.

2.2 Prior to the opening of any Facility or new transfer facility the WDA shall agree a Waste Delivery Schedule in order to facilitate a managed flow of waste to the Facility or new transfer facility with the WCAs and any others who will deliver Waste to the Facility or new transfer facility.

3 PROCUREMENT OF RESIDUAL WASTE DISPOSAL PFI CONTRACT

3.1 The WDA in a spirit of partnership will use reasonable care and diligence in negotiating the contents of the Residual Waste Disposal PFI Contract and related documents which relate to or impact on waste collection costs and have regard to avoiding, so far as is practicable and consistent with the Strategy and this SLA any thing which would cause or impose on the WCAs or any individual WCA any undue, disproportionate, onerous burden, costs or effect.

4 OBLIGATIONS OF THE WDA

4.1 The WCAs recognise that all or any of the obligations expressed to be those of the WDA in this SLA may be performed by the PFI Service Provider under the Residual Waste Disposal PFI Contract or related documents.
Schedule 3

Waste Collection Authority Responsibilities and Commitments

1 RESPONSIBILITIES

1.1 Each of the WCAs has and will retain the responsibility for the collection of all Municipal Waste within its own authority boundaries.

1.2 Subject to Clause 8, the method and frequency of the chosen collection system shall remain the sole responsibility of each WCA. However, each of the WCAs agree to work together and with the WDA through this SLA and the Northamptonshire Waste Partnership to deliver the Strategy (as it may be altered by agreement of the Partnership Authorities from time to time) in a way that does not adversely effect the obligations of the WDA under Residual Waste Disposal PFI Contract and any of the associated project documents.

2 RECYCLING AND COMPOSTING TARGETS

2.1 The WCAs shall develop and maintain Municipal Waste and recyclable material collection systems which will facilitate the achievement of the agreed targets contained within the Strategy and the Local Area Agreement dated 29 June 2008. These targets should be regarded as both individual and collective targets.

2.2 The WCAs acknowledge the importance of their commitment to and achievement of the targets for Recycling and Composting contained within the Strategy and given in Table 2 below in order to:

(a) assist with the diversion of waste away from landfill and thus the avoidance of LATS penalties imposed on the WDA under section 9 of the WET Act;

(b) obtain revenue support from the Government in the form of a PFI grant (or PFI credits) to support the capital element cost of the residual waste disposal facilities procured under the Residual Waste Disposal PFI Contract as referred to in Recital D;

(c) meet the objectives set out in the Strategy for Northamptonshire.

(d) deliver the Strategy Action Plan.

(e) continue Local Area Agreement funding and support.
2.3 Table 2

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<tr>
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<th>In 2010</th>
<th>In 2013</th>
<th>In 2015</th>
<th>In 2020</th>
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<td>Combined (% of Household Waste)</td>
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<td>48</td>
<td>52</td>
<td>56</td>
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<tr>
<td><strong>Local Area Agreement (Block 5)</strong></td>
<td>44</td>
<td>48</td>
<td>52</td>
<td>56</td>
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3 COMMERCIAL WASTE

3.1 The WCAs shall not actively market Commercial Waste collection services either directly or through their trading companies or partners (or otherwise) without the prior agreement of the WDA save that the prior agreement of the WDA shall not be required where:

(a) all the waste so collected is waste in respect of which the WCA makes its own recycling arrangements under section 48(2) of the EPA and the WDA does not object to such arrangements under section 48(4) of the EPA; and

(b) where the WDA will be required to meet the costs and liabilities (including LATS costs and liabilities) of disposing of any residues from such recycling arrangements, the WDA, acting reasonably, is prepared to meet such costs and liabilities.

[WDA position reserved]

3.2 Waste Volumes and Composition

(a) The WCAs together agree to undertake collection regimes that are collectively consistent with the requirements of the Strategy and in the Residual Waste Disposal PFI Contract from time to time. This may include:

(i) the collection of new or different waste streams;

(ii) delivery of waste to new Delivery Points;
(iii) joint working with adjacent WCAs to reduce collection costs, to identify efficiencies in service delivery, and improve environmental performance;

(iv) implementing changes made to the Residual Waste Disposal PFI Contract.

(b) The WCAs agree to co-operate with the WDA to deliver a cost-effective and efficient project under the Residual Waste Disposal PFI Contract.
Schedule 4

Partnership Principles and Objectives

1 Each of the Parties shall:

(a) ensure the planning, development and implementation of the Strategy is as transparent as possible to each other and to the public;

(b) consult with all stakeholder groups in Northamptonshire; in relation to Waste management issues;

(c) act in the best interests of all council taxpayers and give consideration to the implications for each individual Party within the geographical area of Northamptonshire, and take into account what is fair and equitable for each of the Parties;

(d) provide effective, efficient and financially viable waste services. The Parties will explore the development of joint initiatives between all or some of the Parties, with or without third Party authorities or private companies on waste minimisation, recovery, collection and disposal;

(e) act in a spirit of mutual trust, support and respect, and to ensure that when difficulties or differences of opinion arise they are addressed quickly, honestly and openly and to share in a fair and equitable manner (having regard to their statutory responsibilities) the costs and work involved in complying with this Service Level Agreement;

(f) take a wider view on waste management in Northamptonshire than that of any individual WCA or WDA in seeking to meet their collective Strategy objectives;

(g) as existing contracts expire, seek to let new contracts which are consistent with, and support the delivery of, the Strategy and the Strategy Action Plan;

(h) promptly provide all information reasonably requested by another Party (in plain English in so far as is practicable without incurring undue cost) and in a form that is readily usable including:
(i) details of contractual arrangements (or amendments to existing arrangements) of the Party associated with its statutory duties as a Waste Collection Authority or a Waste Disposal Authority (as the case may be);

(ii) early warning of potential failure by a Party or its contractor in meeting the Party's obligations under this SLA;

(iii) actual failure by a Party or its contractor in meeting the Party's obligations under this SLA;

(iv) new initiatives, policies or emerging policies relating to the minimisation, collection, recycling and disposal of Waste;

(v) any other information that could reasonably be expected to impact upon this SLA or the Parties to this SLA;

(i) take all reasonable steps to mitigate any losses of it arising from another Party's failure to comply with the provisions of this SLA and in the event that it fails to comply with the provisions of this SLA to take all reasonable steps to mitigate the effect of such non-compliance on the other Parties;

(j) work together with the other Parties to achieve the Statutory Targets and as far as is economically and environmentally viable to do so, using all reasonable efforts in order to reduce the detrimental impact on the Parties and council tax payers, of any one of them failing to carry out its obligations under this SLA;

(k) use all reasonable endeavours, working with the other Parties as appropriate, to minimise Waste and to increase the amount of Waste that is recovered and recycled in Northamptonshire in line with Government targets, the Strategy, new Legislation and in particular the 1999 Landfill Directive, to educate the public and the commercial sector in Northamptonshire about Recycling schemes, and why their participation in these schemes is crucial, and to ensure that as much Municipal Waste as possible is (in order of priority) reduced, reused, recycled or recovered in order that each of the WCAs and the WDA complies with its obligations under this SLA;

(l) work with the other Parties to:
(i) influence behavioural change and to give people the knowledge and resources to take action at school, at work and in the community through Waste related education or awareness issues under appropriate campaigns where possible; and

(ii) make the strategic planning and development of Northamptonshire's Waste services as transparent as possible to each other and to the public as a whole; and

(iii) research and develop and implement detailed proposals to achieve the purposes referred to in Paragraph (ii) above; and

(iv) develop, implement, support and continue to enhance such schemes as are decided upon and in particular, included in the Strategy; and

(v) enhance economic development and employment opportunities as part of these proposals wherever possible whilst embracing the principles of sustainability; and

(vi) explore other appropriate partnership opportunities with both the private and public sectors in the pursuit of these aims and objectives.
Schedule 5

Constitution of the Steering Group

Content to be discussed and agreed.

Principal points will include:

1. Appointment, retirement, removal of and substitutes/alternates of members;
2. Representatives of members;
3. Quorum;
4. Decision-taking, voting, minutes, secretariat;
5. Remit;
6. Deadlock in voting;
7. Governance and scrutiny;
8. Process for managing Relevant and Qualifying changes. This process needs to reflect the fact that WDA will have to accept Changes in Law as between it and MKC on the one hand and Contractor on the other and flow them down to the SLA without going through the same RC/QC process as there are involuntary changes which the WDA will have to implement. TO BE DISCUSSED: whether the RC/QC process is followed with a requirement to approve (seems artificial) or "Step Down" changes in Law from the PA are not "RC"s (seems more appropriate);
9. Process for consideration and adoption/rejection of Focus Group's proposals;
10. Process for providing data and projections and financial information:
   2.4 (c) and (d)
11. Process for fixing/recording annual tonnage data and subdivision of WDA MW and CV ranges amongst WCAs and fixing reference "activities" for the Relevant Change Mechanism in 8.2.
[13. Period within which QC approvals lapse?]
WCA input into negotiations of PFI contract.
Schedule 6

Constitution of the Focus Group
Schedule 7

Waste Data Flow Model