



## ADUR & WORTHING COUNCILS

Joint Strategic Committee  
10 October 2017  
Agenda Item 8

Key Decision ~~Yes~~/No

Ward(s) Affected: All

### **West Sussex Waste Management Memorandum of Understanding**

#### **Report by the Chief Executive**

#### **Executive Summary**

##### **1. Purpose**

- 1.1 The purpose of this report is to seek approval to the refreshed and updated Memorandum of Understanding that exists between the various stakeholders responsible for delivering waste management services in West Sussex. The stakeholders include all Waste Collection Authorities, the Waste Disposal Authority and Contractors. The MoU documents have been significantly refreshed to take account of changing circumstances and technological changes since the original MoU was approved in 2005.
- 1.2 The MoU is not a legally binding document but outlines how the relationships between the stakeholders work in practical terms. The MoU provides a set of guidelines that manages various aspects of waste services including facilities opening times, financial and governance arrangements and areas of common interest such as waste education. It will also be used as the starting point for a refreshed waste strategy document which is due to be published in 2018.
- 1.3 This report also seeks agreement to delegate the annually approved figures under the new MoU as set out in the recommendation and this approach has already been endorsed by Council Portfolio Holders at the West Sussex Inter Authority Waste Group.

## **2. Recommendations**

The Joint Strategic Committee is recommended to:-

- 2.1 Approve the revised and refreshed Memorandum of Understanding (MoU);
- 2.2 Delegate the approval of the annual income distribution under the MoU which arises as a result of the fluctuations detailed in schedule 6, to the Head of Waste Management and Cleansing Services in consultation with the Chief Finance Officer and the Executive Members for the Environment and Resources.

## **3. Context**

- 3.1 Adur and Worthing has benefited from being part of the West Sussex Waste Partnership in terms of a harmonised waste collection and disposal service that ensure waste is dealt with in an integrated way across the county. For example, we were able to launch a very simple and effective commingled recycling service as the infrastructure was being built to accommodate the processing of commingled recycle.
- 3.2 Two major contracts have been let by West Sussex County Council following agreement to the Joint Strategy and its binding arrangements on Districts and Borough Councils who have signed up to the long term action plans;
  - The Recycling and Waste Handling Contract (RWHC)
  - The Materials Resource Management Contract (MRMC)
- 3.3 Following the implementation of those two contracts; two significant waste facilities have been built, including the Material Recycling Facility (MRF) at Ford, Littlehampton which opened in 2009 along with refurbished waste transfer stations and bulking facilities across West Sussex. Secondly, the Mechanical and Biological Treatment (MBT) plant was constructed at Brookhurst Wood near Horsham, which opened in 2015.
- 3.4 There are additional minor contracts as part of the wider Waste Partnership, these include:-
  - Clinical Collection and Disposal contract
  - Abandoned Vehicle removal contract
  - Wastebuster school education contract
- 3.5 Underpinning the West Sussex Waste Partnership are two “MoU’s”. These set out the relationships and interfaces between waste collection authorities (WCAs), of which Adur and Worthing Councils are two of the seven authorities, the Waste Disposal Authority (WDA) (West Sussex County

Council) and their appointed contractors (Viridor and Biffa). This is a set of operational guidelines that outlines how certain issues relating to working practices, financial arrangements and governance issues are handled. The MoU is not intended to be a strategic document that outlines policies or any vision for future challenges, opportunities or threats.

3.6 These have been reviewed and combined over the last year and one of the more detailed aspects of this has been the financial payments made by the Waste Partnership to each District and Borough for recycling. This report also seeks agreement to delegate the annually approved figures under the new MoU as set out in the recommendation and this approach has already been endorsed by Council Portfolio Holders at the West Sussex Inter Authority Waste Group.

3.7 The MoU outlines a number of key issues that are designed to frame the way the different partners do business with each other:

- Schedule 1 deals with the RWHC (Operation and Processes) - specifications, opening hours, processing arrangements and the network of household waste sites.
- Schedule 2 deals with the MRMC (Operations and Processes) - specifications, opening hours, network of buildings designed to receive waste and other practical arrangements
- Schedule 3 deals with service requirement plans and performance monitoring - this largely covers any potential changes to service eg extensions to garden waste services, large new housing developments etc
- Schedule 4 deals with waste communications, education and waste minimisation activities - a more integrated approach to how these matters are dealt with enables greater efficiencies and offers opportunities for joint funding bids etc.
- Schedule 5 deals with minor contracts such as abandoned vehicles and clinical waste
- Schedule 6 deals with financial arrangements and process including how recycling income is shared between the partners
- Schedule 7 deals with governance arrangements between the various partners dealing with waste management

#### **4. Issues for consideration**

4.1 One of major changes to the new arrangement have been to renegotiate the terms of the recycling payment mechanism, which is embedded into the way the partnership has operated for the last ten years. The early mechanism was based on old and historic arrangements and despite reviews in 2007 and 2011 still had some inequalities in the approach.

- 4.2 However, following a series of negotiations during 2015, agreement has been reached across the West Sussex Waste Partnership which enables recycling performance to be incentivised both by increasing dry recycling tonnage collected and by quality of the dry recycling and the new mechanism is set out in Schedule 6.
- 4.3 This mechanism has been reviewed and approved by the Waste and Finance officers working groups and by Council portfolio holders attending the Inter Authority Waste Group.
- 4.4 The key principles for the new recycling payment mechanism are as follows:-
- Waste Collection Authorities will have a payment based on a number of sets of performance data and will have the data updated on an annual basis.
  - The payment will be based the number of properties within the service, the tonnage of dry recycling collected, the payment will also reflect the recycling “lost” through contamination either at the transfer stations due to serious contamination or through poor quality reaching the MRF and being considered out of the approved specification.
  - The mechanism has been projected forward for 5 years and will see a move away from household numbers to greater emphasis on performance and tonnage by 2020.
- 4.5 This report also seeks agreement to delegate the annually approved figures under the new MoU as set out in the recommendation and this approach has already been endorsed by Council Portfolio Holders at the West Sussex Inter Authority Waste Group.
- 4.6 Each major waste contract had a “MoU” signed by the Waste partnership first in 2005 and the second in 2009. The West Sussex Waste Partnership put governance arrangements in place with a Member led “Inter Authority Waste Group” (IAWG) supported by a Strategic Waste Officers Group (SWOG) which in turn were supported by operational input by the Waste Operations Services Group (WOSG) and a waste communications group.
- 4.7 The governance arrangements for the West Sussex Waste Partnership at Member, lead officer and operations & waste communications groups have been reviewed.
- 4.8 A summary of the structure of the “MoU” is set out in Appendix A to this report.

## **5. Engagement and Communication**

- 5.1 The general principles of the MoU have been agreed with members through the Inter-Authority Waste Group, the West Sussex Finance Officers Group, the Chief Executives Group and with the contractors operating the RWHC and MRMC. It has been referred back to each of the authorities that make up the West Sussex Waste Partnership for them to individually ratify the agreement.
- 5.2 Since the MoU merely sets out the working relationships between each of the stakeholders in the management of waste in West Sussex it has not been consulted publicly.

## **6. Financial Implications**

- 6.1 The financial implications of the proposed MoU are as detailed above and in schedule 6.
- 6.2 The five year model that assumes housing growth and recycling rates shows growth in income by approximately £40,000 between 2016/17 and 2020/21. The financial settlement for 2016/17 was £1.02m and this will rise to £1.06m by 2020/21. The likely income from recycling payments has already been built into the revenue budget.
- 6.3 There are factors that may alter these projections including the speed of delivery of new housing stock, Adur and Worthing's recycling performance compared to other waste collection authorities and the resale value of collected material. Any activities that reduce general waste will also have an indirect impact. Reducing general waste has the effect of increasing the recycling rate without collecting any more recycling.
- 6.4 Members should be aware that the financial arrangements for the distribution of income from recycling are periodically reviewed. If any substantial change is made then this will be the subject of a further consultation.

## **7. Legal Implications**

- 7.1 Adur District and Worthing Borough Council each have a responsibility to act as a Waste Collection Authority under s30 Environment Protection Act 1990
- 7.2 Section 111 of the Local Government Act 1972, provides a power for the Council to do anything that is calculated to facilitate, or which is conducive or incidental to, the discharge of any of their functions.

- 7.3 Section 3(1) of the Local Government Act 1999 (LGA 1999) contains a general duty on a best value authority to make arrangements to secure continuous improvement in the way in which its functions are exercised, having regard to a combination of economy, efficiency and effectiveness.
- 7.4 s1 of the Localism Act 2011 empowers the Council to do anything an individual can do apart from that which is specifically prohibited by pre-existing legislation
- 7.5 The MoU which the Members are being asked to approve is expressed to be a non legally binding agreement which sets out the statement of understanding or intent between the parties for waste management, and creates a collaborative rather contractual relationship.

## **Background Papers**

### Memorandum of Understanding

The two existing “Memorandum of Understanding” were reviewed and combined into one simpler document at the direction of the Inter Authority Waste Group.

The new document has been laid out in a simpler format and includes the following elements:-

- Main body and executive summary
- Schedule 1 (Recycling) with the details of the Recycling Waste Handling Contract.
- Schedule 2 (Residual / Landfill) with details of the Materials Resource Management Contract.
- Schedule 3 Service Requirements Planning process and mechanism for change.
- Schedule 4 Communications.
- Schedule 5 Minor contacts.
- Schedule 6 Payment mechanisms within the waste partnership.
- Schedule 7 Governance arrangements

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## **Sustainability & Risk Assessment**

### **1. Economic**

The partnership arrangements that exist between all the stakeholders in West Sussex are inter-dependent and the MoU sets out arrangements that benefit all parties to ensure that each part of the overall system works efficiently and to the maximum benefit of Council taxpayers

### **2. Social**

#### **2.1 Social Value**

The value of community education is critical to ensure that the maximum economic and environmental value is derived from collected waste in West Sussex. This partnership with our communities to achieve the best outcomes underpin the relationships that exist between stakeholders in the County.

#### **2.2 Equality Issues**

There are no equality issues relating to the MoU

#### **2.3 Community Safety Issues (Section 17)**

There are no community safety issues relating to the MoU

#### **2.4 Human Rights Issues**

There are no human rights issues relating to the MoU

### **3. Environmental**

Environmental factors are key to the success of the MoU especially in relation to avoidance of landfill, deriving the maximum possible value of waste collected and ensuring that residual waste is managed to minimise its impact. These issues underpin the MoU and are referred to in each of the schedules.

### **4. Governance**

Governance is specifically dealt with in schedule 7 of the MoU. The agenda for partnership work is set by the Inter-Authority Waste Group (IAWG), which acts as the group responsible for political leadership of waste management in West Sussex. IAWG is formed of portfolio holders from each of the WCAs and WDA. The chair is normally the portfolio holder from West Sussex County Council.



The Strategic Waste Officer's Group (SWOG) is responsible for delivering the work programme set by IAWG and further delegates communication and operational matters to sub groups.

# A Draft Memorandum of Understanding to Underpin the Statutory, Strategic and Operational Relationship between West Sussex Waste Authorities.

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## **1. Definitions.**

For the purposes of this document the following definitions will apply:

'JMRMS' meaning the Joint Materials Resource Management Strategy

'MoU' meaning this revised Memorandum of Understanding, its Schedules and Appendices.

'MRMC' meaning the Materials Resource Management Contract.

'RWHC' meaning the Recycling and Waste Handling Contract.

'Waste Collection Authority' ('WCA') meaning the District or Borough Council carrying out the statutory duty of waste collection as defined in legislation.

'Waste Disposal Authority' ('WDA') meaning the West Sussex County Council carrying out the statutory duty of waste disposal as defined in legislation.

'MoU Partners' and 'Partners' meaning West Sussex County Council, Adur & Worthing Councils, Arun District Council, Chichester District Council, Crawley Borough Council, Horsham District Council and Mid-Sussex District Council.

## **2. Background and Context.**

2.1. In 1998 the WDA in partnership with the WCAs, made a strategic decision to procure two contracts for the handling, treatment and disposal of waste. The first, known as the Recycling and Waste Handling Contract (RWHC) deals with the provision of waste infrastructure in the county and includes all Waste Transfer Stations, Household Waste Recycling Sites and the provision of a Materials Recycling Facility. The second, known as the Materials Resource Management Contract (MRMC), provides facilities for the treatment and disposal of the waste not handled under the RWHC. This

treatment being in the form of further extraction of resource in the form of recycle, composting, heat and electricity via either biological or thermal treatment processes.

- 2.2. The West Sussex WDA and WCAs have a long history of successful partnership working which is crucial to moving the waste agenda forward. The procurement and commissioning of new waste infrastructure in the county has led to a significant increase in the tonnage of wastes being recycled and also diverted from disposal by other means. The progression of the infrastructure and associated management contracts also created the need for two separate but co-dependent Memoranda of Understanding between the County and the constituent boroughs and districts and this revised document seeks to combine these documents into this one inclusive document.
- 2.3. The Partners to this MoU recognise that they are part of the rapid change process in waste management which will become much more expensive and tightly regulated whilst being more professional and specialised and achieving higher environmental standards and that they will work together in the spirit of gaining greater efficiencies and 'Best Value' for the community and council tax payers of West Sussex.
- 2.4. The key issues recognised by the Partners in relation to this MOU include:
  - The recognition that greater emphasis needs to be placed on waste education, minimisation and reduction.
  - The need to comply with existing and new legislation and achieving the current and future statutory and strategic performance targets for recycling, recovery and diversion of wastes from landfill.
  - Funding the significantly increased costs involved in moving to recycling and recovery based strategies against the backdrop of on-going austerity.
  - The logistics involved in implementing the necessary collection and processing infrastructures (e.g. securing sites and planning consents).
  - Ensuring the availability of markets for recyclables and other products in the face of increasing competition nationally and globally.
  - Gaining and maintaining the public participation that is vital for the success of new recycling and composting and recovery based strategies.
- 2.5. Such partnership working can potentially enhance both WCA and WDA activities and result in new solutions to issues, economies of scale and

increased efficiency.

- 2.6. The ongoing development of the waste contracts offer potential benefits in adding value to WCA and WDA activities and a means to advance both WCA and WDA objectives in line with Best Value principles through the common understanding and agreement of what is needed to deliver the requirements of the Joint Materials Resource Management Strategy (JMRMS).

### **3. Purpose and Status.**

This MoU is between the WCAs (both jointly and severally) and the WDA. It shall be considered as the pivotal working arrangement between the WCAs and the WDA in the development and delivery of the Countywide JMRMS.

- 3.1. The purpose of this MoU is to clarify the aims, objectives and commitments of the WCAs and WDA to ensure that the respective activities provide Best Value in discharging their relevant responsibilities under the Environmental Protection Act 1990 (EPA) and all other relevant and associated legislation.
- 3.2. The parties acknowledge that: -
  - This MoU is intended as an operational document and not a formal contract and that they will use all authorised efforts to comply with its terms. No signatories shall be obliged to undertake expenditure or activities that they would not have otherwise undertaken in compliance with their duties as a WCA or WDA without this being agreed between the parties.
  - Notwithstanding this MoU, the WCAs and WDA will each retain their respective statutory powers, responsibilities and duties.
  - This revised and combined MoU document shall replace the existing 'MoU Schedule' in the MRM and RWH contract documents which may trigger the 'change of service' mechanism in each contract depending on the changes in this document and its associated Schedules and Appendices.
- 3.3. There are a number of Schedules (and appendices relating to specific Schedules) attached to this MoU, which will require agreement with the MRM and RWH Contractors. It is possible that these schedules will require ongoing revision (as the services dictate) post agreement of this MoU but can be revised independently as required.
- 3.4. These schedules are drawn from the previous two independent MoU's, revised and expanded upon to fully demonstrate the growth of the specific work areas resulting from the requirements of the MoU and

the current management, recording and reporting mechanisms in place in each case.

3.5. Current schedules include;

Schedule 1 – Recycling Waste Handling Contract (Operation and Processes).

Schedule 2 – Materials Resource Management Contract (Operation and Processes).

Schedule 3 – Service Requirement Plans/Performance Management

Schedule 4 – Waste communication, education and minimisation activities.

Schedule 5 – Other waste contracts relating to the partnership.

Schedule 6 – Financial information and processes.

Schedule 7 – Memorandum of Understanding Governance.

#### **4. Guiding Principles.**

4.1. The WCAs and WDA acknowledge the following:

- The MoU will form the basis for mutual support and co-operation between the Partners for managing the MRMC and the RWHC, which, with other joint working will deliver the JMRMS.
- In determining the viability of, and continuation or otherwise of, any activity or process regard should be given to all implications and amongst other things, the effect of the decision upon the council tax payers of West Sussex as a whole and the impact upon the desire for an integrated waste management approach in delivering the JMRMS. (The purpose of this approach is to ensure that all aspects of the service provision are costed and taken into account when changes in services are being considered)
- Matters requiring decisions where the principles above apply may be referred, by any member of the Strategic Waste Officers Group (SWOG) to the Inter Authority Waste Group and any associated groups for consideration and/or determination.
- When determining matters, regard should be had to the principles of sustainability from both the environmental, political, social and economic perspectives, and the fact that all parties are constrained by finite resources.

4.2. This MoU is a non binding statement of the understanding between the WDA and the WCAs.

4.3. Although not a binding contract, this MoU is intended to provide a measure of reassurance and comfort, not only between the parties,

but also between the WDA and its MRM and RWH Contractors.

- 4.4. This MoU provides a protocol for how the WDA and WCAs will work and communicate with each other to co-ordinate their activities in respect of waste management functions and responsibilities in West Sussex to successfully underpin the operational arrangements with the MRM and RWH Contractors. This is supported by the Communications Matrix and information detailed in Schedule 4.

## **5. Responsibilities of the Parties.**

West Sussex County Council shall;

- Carry out its statutory responsibilities, duties and function as defined in S51 of the Environmental Protection Act 1990 and associated legislation.
- Consult with the WCAs on any proposed changes to reception and processing arrangements for wastes and recycling.
- Arrange for the reception of commercial and industrial waste collected by the WCAs or their contractors, subject to the WCAs obtaining the written approval of the WDA prior to entering into arrangements for the collection of commercial and industrial wastes.
- Involve representatives of the relevant WCAs in matters relating to contract management, where such matters relate to the functions and activities of a WCA.
- Make payments to the WCAs for residual waste diversion (as set out in Schedule 6) and a net income payment to WCAs for collected recyclables (as set out in Schedule 6) using approved payment mechanisms.
- Endeavour to give the WCA's 12 months' notice in writing of its intention or any proposal to introduce, change or discontinue any aspect of its current statutory and non-statutory service offering (as detailed in Schedules 1 and 2).
- Work with the WCAs on joint wastes promotion and education exercises subject to the availability of finance on joint promotional activities to raise awareness of integrated waste management in West Sussex (as detailed in Schedule 4).
- Adhere to the agreed MoU Governance arrangements detailed in Schedule 7.

The Boroughs and Districts shall either individually or collectively;

- Carry out its statutory responsibilities, duties and function as defined in S48 of the Environmental Protection Act 1990 (*"Duties of waste collection authorities as respects disposal of waste collected"*) and associated legislation.
- In general deliver all collected wastes and agreed recyclables to reception and processing facilities agreed between the WCAs and the WDA (as detailed in Schedules 1 and 2).
- Consult with the WDA concerning any proposed changes to the collection of wastes or recyclables (as detailed in Schedules 1, 2 and 3).
- Endeavour to give the WDA 12 months' notice in writing of its intention or any proposal to introduce, change or discontinue any aspect of its current statutory and non-statutory service offering (as detailed in Schedules 1 and 2 and 3).
- Collect wastes and recyclables in accordance with the SRPs and shall deliver them to the facility as agreed between the WCAs and the WDA (as detailed in Schedule 1, 2 and 3).
- Ensure that collected wastes and recyclables comply with the input specifications of the respective contracts (as detailed in Schedules 1 and 2).
- Notify the WDA annually as part of the SRP, the tonnage and types of materials expected to qualify for recycling support payments (as detailed in Schedules 3 and 6).
- Prepare a draft five-year Service Requirement Plan (SRP) setting out projected waste arisings, projected recycling tonnages and composting tonnages (as detailed in Schedule 3).
- Update its SRP annually by rolling it forward by one year (as detailed in Schedule 3).
- Work with the WDA on joint wastes promotion and education exercises subject to the availability of finance on joint promotional activities to raise awareness of integrated waste management in West Sussex (as detailed in Schedule 4).
- Adhere to the agreed MoU Governance arrangements detailed in Schedule 7.

## **6. Duration.**

- 6.1. The term of the MoU needs to reflect the duration of any associated contractual or strategic arrangements (known to be 25 - 30 years) unless the MoU is terminated or amended by the mutual agreement of all parties and signatories. If the authorities represented in this MoU are subject of any authority reorganisations or statutory change in governance, the commitment shall transfer to any new authority.

## **7. Review Periods.**

- 7.1. This MOU, its separate Schedules and all appendices relating to those Schedules shall be reviewed on an annual basis as a minimum.
- 7.2. Each annual review shall be directed by and reported to the SWOG for recording and adoption.
- 7.3. Any significant change to the content or processes that is either required or desired by the WDA or the WCAs shall be reported to SWOG for discussion and agreement. If agreement cannot be made at this meeting, a 'Special SWOG' or 'Special MoU Working Group' meeting shall be convened to discuss the issues arising.
- 7.4. Any agreed change to the financial arrangements, processes, mechanisms or narrative of this MoU shall then be made and submitted to SWOG no later than the July (in each given year) SWOG meeting for approval in readiness for the budget setting cycle in each Borough and District. Further agreement and approval may also be required from the Senior Finance Officer Group, IAWG, the RWH and MRM contractors and other representative groups depending on the nature of the change.





# Schedule 1 – Recycling Waste Handling Contract (Operation and Processes).

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## **1. Preamble.**

- 1.1 This schedule forms part of the Memorandum of Understanding between the Waste Collection Authorities (WCAs) and West Sussex County Council (WSCC) as the Waste Disposal Authority (WDA).
- 1.2 This schedule specifically relates to the Recycling and Waste Handling Contract (RWHC) with Viridor (West Sussex) Ltd.
- 1.3 It sets out the agreed service provision for the WCAs provided by WSCC through the RWHC.

## **2. Purpose and Status.**

- 2.1 This Memorandum of Understanding (MoU) shall be considered as the pivotal working arrangement between the WCAs and the WDA in the development and delivery of the Joint Materials Resources Management Strategy (JMRMS).

## **3. Guiding Principles.**

- 3.1. The guiding Principles of the MoU are set out in the Main Body of the MoU document.

## **4. Service Requirement Plans. (Refer to Schedule 3).**

- 4.1. On an annual basis the WCAs and the WDA will prepare Service Requirement Plans (SRP).
- 4.2. The RWHC Contractor will be required to prepare its own SRP and to verify that it has the infrastructure and resources to accommodate the anticipated volumes and material types to be delivered into the Household Waste & Recycling Sites (HWRS) as well as the volumes and material types delivered by the WCAs and the WDA planned for the following years.
- 4.3. The current SRP requirements, procedures and annual timescales are fully detailed in Schedule 3 of the MoU document.

## **5. Waste Deliveries.**

- 5.1. The WDA has a statutory duty to provide reasonably accessible and available facilities for the receipt of wastes collected by the WCAs. Where the WDA fails to provide such facilities or directs any WCA that any waste shall be delivered and deposited at a location deemed to be unreasonable in terms of distance or accessibility, then the WDA shall reimburse the actual, additional, reasonable, and justified costs and or losses directly attributable to waste haulage in using an alternative facility identified by any individual WCA. Any payments will be calculated in line with the agreed Tipping Away Protocol developed as part of Schedule 6 of this MoU.

- 5.2. The WCAs shall in general deliver all collected residual wastes and agreed recyclables to reception / processing facilities agreed between the WCAs and the WDA. Exceptions shall be agreed between the parties and may comprise:
- any specific materials retained by the WCA (either through their own services or through private contractors) for recycling.
  - any specific materials collected by voluntary, charitable and school groups as part of schemes supported by WCAs or WDA; and
  - home composted material (including material composted as a result of home composting initiatives initiated and or supported by the WCAs or WDA).
- 5.3. Changes to the types and quantities of waste to be excluded under the above provisions shall be implemented via the Service Requirement Planning arrangements. (Refer to Schedule 3).
- 5.4. The WCAs shall consult with the WDA concerning any proposed changes to the collection of wastes or recyclables (e.g. new collection contracts) that could have an impact on this MoU. Similarly, the WDA will consult with the WCAs on any proposed changes to reception and processing arrangements for wastes and recycling.

## **6. Reception of Commercial and Industrial Wastes.**

- 6.1. The WDA shall arrange for the reception of commercial and industrial waste collected by the WCAs or their contractors, subject to the WCAs obtaining the written approval of the WDA prior to entering into arrangements for the collection of industrial waste (as required under the EPA).
- 6.2. Under this section, waste generated by the WDA and WCAs from their own land, premises or administrative operations shall be classified as commercial waste.
- 6.3. Commercial and, where agreed in writing, industrial waste collected by the WCAs or their contractors shall be accepted at facilities nominated by the WDA. The WCAs shall be charged for the disposal costs incurred by the WDA. The rate for general commercial and industrial waste will be set annually by the WDA.
- 6.4. The WCAs shall give the WDA 12 months notice in writing of its intention or any proposal to discontinue commercial and industrial waste collections (i.e. not individual collections, but the whole service) including privatisation or disposal of these services. This requirement will also be detailed within any current (by revision) and future SRP documentation (Refer to Schedule 3).
- 6.5. Similar arrangements would also apply to the reception of other non-household waste within the scope of the RWHC.

**7. Waste Collected by WCAs under The Controlled Waste (England and Wales) Regulations 2012, Schedule 1, Paragraph 4. Household waste for which collection and disposal charges may be made.**

- 7.1. The WDA shall arrange for the reception of Household Waste for which collection and disposal charges may be made collected by the WCAs or their contractors.
- 7.2. Under this section, waste generated by the County, District and Borough councils shall be classified as Commercial Waste.
- 7.3. Household waste for which collection and disposal charges may be made, collected by the WCAs or their contractors shall be accepted at facilities nominated by the WDA. The WCAs shall be charged for the disposal costs incurred by the WDA. The rate for general commercial waste will be set annually as part of WSCC's 'fees and charges' regime. (Refer to Schedule 6).
- 7.4. Similar arrangements would also apply to the reception of other non-household waste following within the scope of the RWHC.

**8. Wastes Management Facilities.**

- 8.1. The WDA have procured through the RWH and MRM (Schedule 2) contracts, the provision of a network of waste management transfer and treatment facilities as detailed in this MoU.
- 8.2. In the unlikely event that a facility is not provided (e.g. through failure to secure a suitable site or the necessary consents but excluding force majeure) by the Contractor or that a facility is not available (e.g. through planned or unplanned maintenance) for the reception of delivery vehicles, the WDA shall reimburse the actual additional reasonable and justified costs and losses directly attributable to waste haulage in using an alternative facility in accordance with the contingency plan as required under the RWHC. Reimbursement of costs shall not apply where alternative facilities are provided within the area of a WCA or within an agreed distance of the boundary of the WCA. Any payment made will be in line with the Tipping Away Protocol detailed in Schedule 6 of this MoU document.

**9. Opening Hours.**

- 9.1. The WDA shall require that waste management facilities provided through the RWHC shall be available as a minimum during the currently available opening times as set down in in the table below for the receipt of authorised waste delivered by the WCA.

| Site                | Days of Operation | Operating times                     |
|---------------------|-------------------|-------------------------------------|
| <b>Burgess Hill</b> | Monday - Friday   | 08:30 - 16:30                       |
|                     | Saturday          | By prior notification and agreement |
|                     | Sunday            | By prior notification and agreement |
|                     | Bank Holidays     | By prior notification and agreement |
|                     |                   |                                     |

|                                      |                                   |                                     |
|--------------------------------------|-----------------------------------|-------------------------------------|
| <b>Crawley</b>                       | Monday - Friday                   | 08:30 - 16:30                       |
|                                      | Saturday                          | By prior notification and agreement |
|                                      | Sunday                            | By prior notification and agreement |
|                                      | Bank Holidays                     | By prior notification and agreement |
|                                      |                                   |                                     |
| <b>Lancing</b>                       | Monday - Friday                   | 08:30 - 16:30                       |
|                                      | Saturday                          | 08:30 - 11:30                       |
|                                      | Sunday                            | Closed                              |
|                                      | Bank Holidays                     | By prior notification and agreement |
|                                      |                                   |                                     |
| <b>East Grinstead</b>                | Monday - Friday                   | 08:00 - 16:00                       |
|                                      | Saturday                          | Closed                              |
|                                      | Sunday                            | Closed                              |
|                                      | Bank Holidays                     | Closed                              |
|                                      |                                   |                                     |
| <b>Westhampnett</b>                  | Monday - Friday                   | 07:30 - 17:00                       |
|                                      | Saturday                          | 07:30 - 13:00                       |
|                                      | Sunday                            | Closed                              |
|                                      | Bank Holidays                     | By prior notification and agreement |
|                                      |                                   |                                     |
| <b>Ford MRF</b>                      | Monday - Friday                   | 07:30 - 16:30                       |
|                                      | Saturday                          | By prior notification and agreement |
|                                      | Sunday                            | By prior notification and agreement |
|                                      | Bank Holidays                     | By prior notification and agreement |
|                                      |                                   |                                     |
| <b><u>Olus (Green waste)</u></b>     | Monday - Friday                   | 07:30 - 17:00                       |
|                                      | Saturday                          | 08:00 - 12:00                       |
|                                      | Sunday                            | Closed                              |
|                                      | Bank Holidays                     | Closed                              |
|                                      |                                   |                                     |
| <b><u>Woodhorn (Green waste)</u></b> | Monday - Friday<br>(Winter hours) | 08:00 - 16:00                       |
|                                      | Monday - Friday<br>(Summer hours) | 08:00 - 18:00                       |
|                                      | Saturday                          | 08:00 - 13:00                       |
|                                      | Sunday                            | Closed                              |
|                                      | Bank Holidays                     | Closed                              |
|                                      |                                   |                                     |

- 9.2. The WDA shall also require through its contracts (subject to planning and licence restrictions) that the facilities are available to the WCA for the reception of waste during additional hours at weekends and Bank Holidays (which reflect the historic custom and practice for the WCA).
- 9.3. Facilities may be made available during further additional hours (subject to planning and licence restrictions) subject to notice provisions and the WCA

bearing the costs, based on prices submitted by the RWHC contractor. (Refer to Schedule 6).

## **10. Collection of Recyclables.**

- 10.1. The WCA shall collect recyclables in accordance with current legislative requirements and the SRP (refer to Schedule 3), and shall deliver them to the facilities as agreed between the WCAs and the WDA. Any changes in collection system(s) practice, or quantities or types of materials in so far as they affect the input specification or contract conditions of the RWHC shall be agreed with the WDA via the SRP process. The WCA shall meet costs associated with any agreed changes the collection and delivery of materials to the agreed facilities.
- 10.2. The WDA may, after consultation and subsequent agreement with the WCAs, request that the collection of particular recyclables be terminated or suspended where there is no market for those materials and the situation is unlikely to change for the foreseeable future. In such circumstances, the WCA(s) shall have the option of providing financial support (where available), to allow collections to continue.
- 10.3. In the event that the collection or processing of recyclables becomes unaffordable as a result of external influences beyond the control of the WCA and WDA, the WCA may, after consultation with the WDA via SWOG, arrange for separate collection to be suspended. In such circumstances the WDA shall have the option of providing financial support (based on a rate per tonne) to allow collections to continue.

## **11. Specifications for Collected Recyclables.**

- 11.1. The parties recognise that the ability of processing contractors to meet their contractual obligations and produce materials and products of marketable quality can be very dependent on delivered materials meeting minimum quality standards.
- 11.2. Simple specifications for each collected type of shall be agreed between the WDA, RWHC contractor and the WCAs, and shall have regard to practice, costs and experience gained since household collections were introduced in West Sussex and the requirements of the reprocessing markets.
- 11.3. The WCA shall ensure that collected recyclables comply with the specifications. In circumstances where loads fail to meet the input specification, the WCA shall use reasonable endeavours to ensure that corrective action is taken. If, for any reason, loads repeatedly fail to meet the specification, the WCA and WDA can agree to request that such loads are processed, subject to the WCA agreeing to meet any reasonable additional processing costs involved, at rates submitted by the RWHC contractor. Where this is impracticable, the WCA shall meet any additional costs involved in disposing of the material.
- 11.4. The WCAs shall incorporate the need to comply with the input specifications in any future conditions associated with their collection contracts.
- 11.5. The RWHC contractor shall use all reasonable endeavours to immediately contact the WCA to ensure the WCA is given the opportunity to inspect any rejected loads within an agreed period of time, and to notify the WDA of the event.

## **12. Processing, storage and Marketing of Collected Recyclables.**

- 12.1. The WDA shall, through contractual arrangements, arrange for the processing of collected recyclables, including dry recyclables and green garden waste as set out in the agreed SRP.
- 12.2. The WDA shall agree a protocol between the RWHC Contractor and jointly with the WCAs for the marketing of recyclables. The protocol includes actions to be followed when no markets are available for recyclables. In assessing the adequacy of proposed arrangements, the aim shall be to seek a balance between maximising waste recovery / recycling, income/cost and the ability to meet market specifications and achieving security and stability of markets
- 12.3. In the event that the processing of collected recyclables becomes unaffordable as a result of external influences beyond the control of the WCAs or WDA (e.g. there being no markets or high costs being incurred in securing outlets for collected recyclables) the WDA may, after consultation with the WCAs concerning the lack of markets, arrange for processing to be suspended and the materials sent for disposal. The Strategic Waste Officers group and the inter-Authority Waste Group shall agree such arrangements.
- 12.4. The WDA shall make available to the WCAs facilities for the reception and storage of collected recyclables, either to be handled through materials recovery or composting facilities provided under the RWHC contract, or to be sent direct to reprocessors / end markets. The sites and materials handled shall be set out in the relevant schedule of the contract.
- 12.5. A WCA shall be able to compensate the RWHC contractor or the WDA where it has decided to make alternative collection arrangements to those stated on the SRP. This would only apply to the under utilisation of infrastructure as a result of the WCA's decision. The WCA may make other alternatives marketing arrangements if agreed under the Marketing Protocol. A WCA may, at its discretion, make other arrangements that are not included in the SRP and bear all the consequential costs of those arrangements.
- 12.6. The marketing and sale of collected recyclables is a key issue given that the major investment in collection and processing systems would be negated if secure markets are not available for the recovered materials. This is likely to become an increasing issue over time with the pressure on local authorities nationally to increase recycling against a background of finite markets. In such circumstances those organisations able to guarantee high quality standards and offer significant volumes of materials are likely to benefit, as are those able to access wider marketing networks, for example in relation to exports. The private sector is likely to be best placed to secure the best arrangements in such circumstances.
- 12.7. All income and payment issues relating the sale of recyclables are detailed in Schedule 6 of this MoU document.

## **13. Household Waste Recycling Sites ( HWRSS).**

- 13.1. The WDA will provide a network of HWRSSs across the area of the WDA in accordance with Section 51 (2) of the Environmental Protection Act 1990. These facilities are primarily for the receipt of recyclables and household waste

not collected by the WCAs refuse collection service (i.e. bulky items and garden waste).

- 13.2. The WDA will seek as far as practicable to achieve integration of the HWRS service with special household collections provided by the WCAs. In particular, the WDA will maximise opportunities for the processing of special household collections via the HWRS service in order to maximise the recycling of such wastes.

#### **14. Voluntary Groups Protocol.**

- 14.1. The Partners shall accept the design and implementation of all necessary policies and procedures that ensures that household wastes collected by voluntary, charitable and community groups in the County are collected, transferred and disposed of in compliance with all Health and Safety, transport and waste legislation.
- 14.2. The Partners shall work together in accordance and compliance with any formal protocol, policy or procedure established.
- 14.3. The current protocol is detailed in Appendix 1 of this Schedule.

#### **15. Schedule Review Mechanism.**

- 15.1. The review of this Schedule and its Appendices shall form an agenda point at the March SWOG meeting each year.
- 15.2. Any significant change to the content or processes that is either required or desired by the WDA or the WCAs shall be brought to this meeting for discussion and agreement. If agreement cannot be made at this meeting, a 'Special SWOG' or 'Special MoU Working Group' meeting shall be convened to discuss the issues arising.
- 15.3. Any agreed change to the financial arrangements, processes, mechanisms or narrative of this Schedule shall then be made and submitted to SWOG no later than the May (in each given year) SWOG meeting for approval in readiness for the budget setting cycle in each Borough and District. Further agreement and approval may also be required from the Senior Finance Officer Group and the IAWG depending on the nature of the change.
- 15.4. Any in-year change to the content or processes that is necessitated by changes in law, commodity markets or contractual arrangements that affects the ability to deliver the requirements of this Schedule and its Appendices shall be reported to the SWOG as soon as known. Under such circumstances, a 'Special SWOG' or 'Special MoU Working Group' meeting shall be convened to discuss the issues arising.



## **Appendix 1 - Voluntary Groups Protocol.**

The purpose of this procedure is to ensure that the county council, as Waste Disposal Authority has a formalised process in place to ensure that household wastes collected and produced by approved voluntary, charitable and community groups in West Sussex are collected, transferred and disposed of in compliance with all relevant legislation, guidance, permitting, planning and site rules associated with this function.

### **Communication.**

This protocol will be communicated by the WDA and the WCA's to all new and existing voluntary groups known to the WCA's. All voluntary groups responding to the communication will be reviewed by the Partners and included on a list of 'Approved' voluntary groups.

### **Types of Scheme.**

This protocol will apply to any approved voluntary, charity and community group undertaking;

- Participating in Nation Spring Clean, Environment Day and other national and local environment events associated with the cleansing and/or waste removal operations within any locality in the County.
- Beach and foreshore cleansing.
- Litter picks.
- Household and garden clean ups.

### **Protocol.**

- 1.1. Partners will agree to maintain an 'approved' list of voluntary, charity and community group known or likely to operate within the County boundary. This list will be developed on the basis of the groups that apply to support the Partners in their respective duties and responsibilities in respect of waste, litter and the environment.
- 1.2. All approved groups wishing to assist the Partners in 'clean up' operations will be required to submit their intentions in writing to the relevant Partner organisation, with a minimum of 1 month's notice for approval, to enable the Partner to be aware of the location, type and quantity of waste likely to be collected.
- 1.3. All approved groups shall be provided with information relating to its responsibility in regards to waste collection, handling and transfer. Health and Safety information will also be provided regarding the identification and handling of potentially hazardous waste types.
- 1.4. All wastes collected or generated by the activities of an approved group shall be properly contained and deposited and an agreed collection point for collection by the WCA.
- 1.5. The requirements of this protocol do not apply to approved voluntary, charity and community groups delivering this waste directly to any existing WDA provided waste facility. In this instance they need to be registered under the WDA's charity waste service.

# Schedule 2 - Materials Resource Management Contract (Operation and Processes).

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## **1. Preamble.**

- 1.1 This schedule forms part of the Memorandum of Understanding between the Waste Collection Authorities (WCAs) and West Sussex County Council (WSCC) as the Waste Disposal Authority (WDA).
- 1.2 This schedule specifically relates to the Materials Resource Management Contract (MRMC) with Biffa Ltd.
- 1.3 It sets out the agreed service provision for the WCAs provided by WSCC through the MRMC.

## **2. Purpose and Status.**

- 2.1 This Memorandum of Understanding (MoU) shall be considered as the pivotal working arrangement between the WCAs and the WDA in the development and delivery of the Joint Materials Resources Management Strategy (JMRMS).

## **3. Guiding Principles.**

- 3.1. The Guiding Principles of the MoU are set out in the Main Body of the MoU document.

## **4. Service Requirement Plans. (Refer to Schedule 3).**

- 4.1. On an annual basis the WCAs and the WDA will prepare Service Requirement Plans (SRP).
- 4.2. The MRMC Contractor will be required to prepare its own SRP and to verify that it has the infrastructure and resources to accommodate the anticipated volumes and material types to be delivered into its facility(ies) as well as the volumes and material types delivered by the WCAs and the WDA planned for the following years.
- 4.3. The current SRP requirements, procedures and annual timescales are fully detailed in Schedule 3 of the MoU document.

## **5. Waste Deliveries.**

- 5.1. The WDA has a statutory duty to provide reasonably accessible and available facilities for the receipt of wastes collected by the WCAs. Where the WDA fails to provide such facilities or directs any WCA that any waste shall be delivered and deposited at a location deemed to be unreasonable in terms of distance or accessibility, then the WDA shall reimburse the

actual, additional, reasonable, and justified costs and or losses directly attributable to waste haulage in using an alternative facility identified by any individual WCA. Any payments will be calculated in line with the agreed Tipping Away Protocol developed as part of Schedule 6 of this MoU.

- 5.2. The WCAs shall in general deliver all collected residual wastes to reception or treatment facilities agreed between the WCAs and the WDA. Exceptions shall be agreed between the parties and may comprise:
- any specific materials retained by the WCA (either through their own services or through private contractors) for recycling.
  - any specific materials collected by voluntary, charitable and school groups as part of schemes supported by WCAs or WDA.
- 5.3. Changes to the types and quantities of waste to be excluded under the above provisions shall be implemented via the Service Requirement Planning arrangements. (Refer to Schedule 3).
- 5.4. The WCAs shall consult with the WDA concerning any proposed changes to the collection of wastes that could have an impact on this MoU. Similarly, the WDA will consult with the WCAs on any proposed changes to reception and processing arrangements for wastes.
- 5.5. In the event that the WDA or WCAs (subject to a business case and contract limitations that will include input specifications for materials) requires the MRM Contractor to make available bulking facilities for either recyclables or green waste (not both) the WDA will require the MRM Contractor to do so.
- 5.6. Any deliveries of waste to the MRMC facility shall meet the input specifications as stated in Appendix 1.

## **6. Reception of Commercial, Industrial, Clinical, and Special/Hazardous Waste for Disposal.**

- 6.1. Subject to an acceptable business case (which shall include issues relating to contract change and the ability to obtain regulatory consents) the WDA shall arrange for the reception of commercial and industrial waste collected by the WCAs or their contractors, subject to the WCAs obtaining the written approval of the WDA prior to entering into arrangements for the collection of industrial waste (as required under the EPA).
- 6.2. Under this section, waste generated by the WDA and WCAs from their own land, premises or administrative operations shall be classified as commercial waste.
- 6.3. Commercial and, where agreed in writing, industrial waste collected by the WCAs or their contractors shall be accepted at facilities nominated by the WDA. The WCAs shall be charged for the disposal costs incurred by the WDA. The rate for general commercial and industrial waste will be set

annually by the WDA

- 6.4. The WCAs shall give the WDA 12 months notice in writing of its intention or any proposal to discontinue commercial and industrial waste collections (i.e. not individual collections, but the whole service) including privatisation or disposal of these services. This requirement will also be detailed within any current (by revision) and future SRP documentation (Refer to Schedule 3).
- 6.5. Similar arrangements would also apply to the reception of other non-household waste within the scope of the MRMC.
- 6.6. Invoicing arrangements for these materials will be in line with those arrangements in place under the RWHC and detailed within Schedule 6 of this MoU and based upon the 'fees and charges' published by WSCC in February of each year.

## **7. Contract Management.**

- 7.1. The WDA shall involve representatives of the relevant WCAs in matters relating to contract management, specifically where such matters relate to the functions and activities of a WCA, including the matters subject to this MoU but shall also seek views and comments in relation to the contract as a whole. Contract management shall be a standing agenda item at the SWOG meetings, any meetings of associated groups of the SWOG and implemented as set down in Schedule 7 of this MoU document.
- 7.2. As part of the ongoing co-operation and participation of the WCAs in the operation of the waste management services under the MRM and RWH Contracts, the Strategic Waste Officers Group will, from time to time, nominate members of the WCAs to sit on the MRMC Liaison Panel, established under the terms of the MRM Contract. The role of the MRMC Liaison Panel will be to provide a forum for joint strategic discussion between the Authority, the WCAs and the Contractor, in respect of the contract operations. It will review and propose changes to the service specification and method of operation of the MRM Contract, to take account of changing market conditions and practices, where appropriate, and provide a means of dispute resolution, if required.

## **8. Wastes Management Facilities.**

- 8.1. The WDA have procured through the MRM and RWH (Schedule 1) contracts, the provision of a network of waste management transfer and treatment facilities as detailed in this MoU.
- 8.2. In the unlikely event that a facility is not provided (e.g. through failure to secure a suitable site or the necessary consents but excluding force majeure) by the Contractor or that a facility is not available (e.g. through planned or unplanned maintenance) for the reception of delivery vehicles, the WDA shall reimburse the actual additional reasonable and justified costs and losses directly attributable to waste haulage in using an alternative facility in accordance with the contingency plan as required

under the MRMC. Reimbursement of costs shall not apply where alternative facilities are provided within the area of a WCA or within an agreed distance of the boundary of the WCA. Any payment made will be in line with the Tipping Away Protocol detailed in Schedule 6 of this MoU document.

## 9. Opening Hours.

- 9.1. As at time of writing, the only Partners to deliver collected wastes directly to the MBT facility are Crawley Borough and Horsham District Councils. Adur and Worthing Council Services and Mid Sussex District Council along with Crawley Borough and Horsham District Council deliver some material direct to Landfill. The WDA shall require that waste management facilities provided through the MRM Contract at Brookhurst Wood shall be available as a minimum during the currently available opening times as shown below;

| Site                             | Days of Operation                                   | Operating times |
|----------------------------------|---|-----------------|
| <b>Warnham MBT facility</b>      | Monday - Friday                                     | 07.00 - 16.30   |
|                                  | Saturday  | 07.00 - 12.00   |
|                                  | 1 <sup>st</sup> Saturday following a public holiday | 07.00 - 15.00   |
|                                  | Sunday  | Closed          |
|                                  | Bank Holidays                                       | 07.00 - 10.00   |
| <b>Warnham Landfill facility</b> | Monday - Friday                                     | 07.30 - 16.30   |
|                                  | Saturday  | 07.30 - 11.30   |
|                                  | Sunday  | Closed          |
|                                  | Bank Holidays                                       | Closed          |

- 9.2. The WDA shall also require through the MRMC (subject to planning and licence restrictions) that the facilities are available to the WCA for the reception of waste during additional hours at weekends and Bank Holidays (which reflect the historic custom and practice for the WCA).
- 9.3. Facilities may be made available during further additional hours (subject to planning and licence restrictions) subject to notice provisions and the WCA and WDA equally sharing costs, based on prices submitted by the MRM Contractor. (Refer to Schedule 6).
- 9.4. For the WCA's not delivering residual or other wastes directly to the MRMC location, the disposal locations stated in the RWHC and represented below shall be available on the days and at the times stated.

| Site                | Days of Operation | Operating times           |
|---------------------|-------------------|---------------------------|
| <b>Burgess Hill</b> | Monday - Friday   | 08:30 - 16:30             |
|                     | Saturday          | By prior notification and |

|                                      |                                       |                                     |
|--------------------------------------|---------------------------------------|-------------------------------------|
|                                      |                                       | agreement                           |
|                                      | Sunday                                | By prior notification and agreement |
|                                      | Bank Holidays                         | By prior notification and agreement |
|                                      |                                       |                                     |
| <b>Crawley</b>                       | Monday - Friday                       | 08:30 - 16:30                       |
|                                      | Saturday                              | By prior notification and agreement |
|                                      | Sunday                                | By prior notification and agreement |
|                                      | Bank Holidays                         | By prior notification and agreement |
|                                      |                                       |                                     |
| <b>Lancing</b>                       | Monday - Friday                       | 08:30 - 16:30                       |
|                                      | Saturday                              | 08:30 - 11:30                       |
|                                      | Sunday                                | Closed                              |
|                                      | Bank Holidays                         | By prior notification and agreement |
|                                      |                                       |                                     |
| <b>East Grinstead</b>                | Monday - Friday                       | 08:30 - 16:00                       |
|                                      | Saturday                              | Closed                              |
|                                      | Sunday                                | Closed                              |
|                                      | Bank Holidays                         | Closed                              |
|                                      |                                       |                                     |
| <b>Westhampnett</b>                  | Monday - Friday                       | 07:30 - 17:00                       |
|                                      | Saturday                              | 07:30 - 13:00                       |
|                                      | Sunday                                | Closed                              |
|                                      | Bank Holidays                         | By prior notification and agreement |
|                                      |                                       |                                     |
| <b>Ford MRF</b>                      | Monday - Friday                       | 07:30 - 16:30                       |
|                                      | Saturday                              | By prior notification and agreement |
|                                      | Sunday                                | By prior notification and agreement |
|                                      | Bank Holidays                         | By prior notification and agreement |
|                                      |                                       |                                     |
| <b><u>Olus (Green waste)</u></b>     | Monday - Friday                       | 07:30 - 17:00                       |
| Last tip 30 mins before close        | Saturday                              | 08:00 - 12:00                       |
|                                      | Sunday                                | Closed                              |
|                                      | Bank Holidays                         | Closed                              |
|                                      |                                       |                                     |
| <b><u>Woodhorn (Green waste)</u></b> | Monday - Friday<br>(Winter hours GMT) | 08:00 - 16:00                       |
| Last tip 30 mins before close        | Monday - Friday<br>(Summer hours BST) | 08:00 - 18:00                       |
|                                      | Saturday                              | 08:00 - 13:00                       |
|                                      | Sunday                                | Closed                              |
|                                      | Bank Holidays                         | Closed                              |
|                                      |                                       |                                     |

## **10. Recovered Resources.**

- 10.1. Recovered resources arise where WCAs collect or carry out preliminary processing at their own cost, and those that the MRM Contractor recovers from the residual waste via the use of processing at a cost to the WDA.
- 10.2. Where the WCA delivers residual waste, and resource is recovered via the MRM Contract processes, no revenue return will be made to the WCAs, unless there is agreement in future that WCAs process waste in some way (for example to enhance the materials presented to MRM contractor and where this creates a net market value over and above untreated residual materials then WCAs should share in benefit. Such agreement shall be subject to an acceptable business case.
- 10.3. It is noted that the WCAs have previously agreed that no separate kerbside collection of bio waste will be undertaken, as a result, under the current arrangements; to separately collect bio waste would require a Contract Change. Future arrangements do not rule out changes to operations and material streams, such that may be required to fulfil legal and statutory obligations. However, such changes may require separate procurement processes, variation to existing contracts or modifications to the proposed technologies and therefore be subject to an acceptable business case.
- 10.4. Any business case shall include whether payments should be made by or to the WDA, and if so the formula to be used. It is recognised that any agreement may impact on recycling credits and recycling floors which will need to be reviewed as part of any such agreement. Any such agreement (if required or enacted) shall be detailed in and form part of Schedule 6 of this MoU document.

## **11. Recycling Credits.**

- 11.1. Recycling Credits will not be paid to WCAs under the MRMC arrangements.

## **12. Processing, Storage and Marketing of Recovered Resources.**

- 12.1. The WDA shall, through the MRM Contractual arrangements, arrange for the processing and or treatment of waste to recover resource such as heat, power, waste derived products and residual recyclables.
- 12.2. In line with the spirit of Partnership arrangements, The WDA shall agree a protocol between the MRM Contractor and jointly with the WCAs for the marketing of recovered resources.
- 12.3. In the event that the processing of recovered resources becomes unaffordable as a result of external influences beyond the control of the Partners (e.g. there being no markets or high costs being incurred in securing outlets for recovered resources) the WDA may, after consultation with the WCAs concerning the lack of markets, arrange for recovery to be suspended. Any instances of suspension shall be

accompanied with a plan that shall include an expected end-date or time period for the given suspension. The Strategic Waste Officers group and the inter-Authority Waste Group shall agree such arrangements.

### **13. Promotional Activities and Communications.**

- 13.1. The WDA and the WCAs shall work together on joint wastes promotion and education exercises subject to the availability of finance on joint promotional activities to raise awareness of integrated waste management in West Sussex as detailed in Schedule 4 of this MoU.

### **14. Schedule Review Mechanism**

- 14.1. The review of this Schedule and its Appendices shall form an agenda point at the March SWOG meeting each year.
- 14.2. Any significant change to the content or processes that is either required or desired by the WDA or the WCAs shall be brought to this meeting for discussion and agreement. If agreement cannot be made at this meeting, a 'Special SWOG' or 'Special MoU Working Group' meeting shall be convened to discuss the issues arising.
- 14.3. Any agreed change to the financial arrangements, processes, mechanisms or narrative of this Schedule shall then be made and submitted to SWOG no later than the May (in each given year) SWOG meeting for approval in readiness for the budget setting cycle in each Borough and District. Further agreement and approval may also be required from the Senior Finance Officer Group and the IAWG depending on the nature of the change.
- 14.4. Any in-year change to the content or processes that is necessitated by changes in law, commodity markets or contractual arrangements that affects the ability to deliver the requirements of this Schedule and its Appendices shall be reported to the SWOG as soon as known. Under such circumstances, a 'Special SWOG' or 'Special MoU Working Group' meeting shall be convened to discuss the issues arising.
- 14.5.



## **Appendix 1. Input specification for wastes delivered to MRMC facilities.**

This specification will relate to the type and composition of waste delivered but not the volume of waste.

The Input Specification will be reviewed annually and amended from time to time by agreement of the WCAs, the WDA and the MRM Contractor.

This may include

- Input specification for dry recyclables which shall be bulked and forwarded either to a MRF or other recycling process as directed by the WDA.
- Separately collected bio waste which shall be either treated by MRM Contractor or directed to alternative treatment processes by the WDA.

Where input specifications for specific categories of waste (such as dry recyclables or separately collected bio waste) are agreed and the composition of waste delivered by the WCAs deviates materially from this specification, the WDA may be required to adjust the payment to the MRM Contractor to take account of any increase or decrease in costs which the Contractor incurs as a result.

The responsibility for meeting any resultant increase in the payment to the MRM Contractor shall be subject to discussion and agreement through SWOG.

# Schedule 3 - Service Requirement Plans/Performance Management

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## **Service Requirement Plans**

An important feature of more integrated working between the Waste Collection Authorities (WCAs) and the Waste Disposal Authority (WDA) is the need for shared planning and decision making and the need for effective communication to agree and co-ordinate joint activities. For example, the expansion of WCA recycling must be matched to the provision and availability of MRF and waste processing capacity. Similarly the design and layout of all work and recyclable reception arrangements must take into account decisions of the WCAs. A formalised approach to forward planning is therefore vital and the key stages of the process are outlined in the mechanism below.

Each WCA shall prepare a draft five-year Service Requirement Plan (SRP) setting out the following:

- Projected waste arisings, projected recycling tonnages and composting tonnages using the agreed format attached as Appendix 1.

The parties to this MOU recognise that the provision of infrastructure under the contract will depend upon the agreement and delivery of the SRP.

Aspirations in each draft SRP shall be subject to discussion and agreement between the WDA and each WCA in consultation with the Contractor. In agreeing final SRPs, each authority shall, amongst other things, take into account the following:

- The variation between projected and previous tonnages.
- Physical capacities and constraints (e.g. opening hours) on delivery points and processing facilities.
- Costs associated with processing additional quantities/materials and the
- Lead in time associated with providing/modifying the necessary facilities.

In considering the overall impact of any WCA's aspirations as set out in its SRP, account should be taken of the cumulative impact of the SRPs of other WCAs considered both on a local and countywide basis. Where any conflicts may arise this shall be escalated to the Strategic Waste Officers Group (SWOG) for discussion and resolution in accordance with Schedule 7 (Governance) as appropriate.

The WDA and the WCAs shall use their reasonable endeavours, to ensure that the objectives and targets of the County-wide MWMS and any Statutory Performance standards are individually and collectively met having regard to the availability of finance, practical considerations and the guiding principles

set out in the Memorandum of Understanding, to ensure that the aspirations of SRPs are achieved.

Each WCA shall update its SRP annually by rolling it forward by one year. This shall be completed in accordance with a programme to be set out in this Schedule.

### **Service Requirement Planning Mechanism**

In order to ensure the successful provision of waste management facilities within the county, it is essential to develop an auditable annual service plan by each party signing up to the MOU, which can be agreed by the signatories as an accurate estimate of waste arisings.

Each plan developed by the parties will be for a period of 5 years. The service plan mechanism for updating these figures is set down below and will be carried out annually to ensure that the information and tonnage given to the contractors are accurate.

Service Planning Mechanism Annual Schedule -The agreed sequence of planning and providing the required information for service and delivery planning is set out in table 1 below:

**Table 1**

|                          |  |
|--------------------------|--|
| <b>August</b>            | <ul style="list-style-type: none"> <li>WDA sends out agreed Service Requirement Plan template. See Appendices 1 and 2.</li> </ul>  |
|                          | <ul style="list-style-type: none"> <li>WCA complete and return templates including any proposed changes to service.</li> </ul>   |
| <b>September</b>         | <p>The WDA will:</p> <ul style="list-style-type: none"> <li>Undertake a sense check on SRPs to review any significant changes.</li> <li>Review previous years actuals against WCAs projections.</li> <li>Review service requests – major/ minor operational requests.</li> </ul>   |
| <b>October/ November</b> | <ul style="list-style-type: none"> <li>Draft SRPs sent to contractors by the 1<sup>st</sup> October with provisional service requests. See Appendices 3 and 4.</li> <li>SWOG discuss key implications/ findings and Countywide initiatives for the forthcoming year.</li> <li>SWOG agree initiatives/ cost.</li> <li>SRP meetings with all WCAs to discuss plans.</li> </ul> |
| <b>December</b>          | <ul style="list-style-type: none"> <li>Final SRP agreed and sent to contractors by 31<sup>st</sup> or the last working day of the month.</li> </ul>  |

|                              |  |
|------------------------------|--|
|                              | <ul style="list-style-type: none"> <li>• Communications plan developed to facilitate delivery of changes.</li> </ul>   |
| <b>January/<br/>February</b> | <ul style="list-style-type: none"> <li>• Contractors to respond by 31<sup>st</sup> January of any expected implications to service.</li> <li>• Agree programme for service changes.</li> </ul> |
| <b>March onwards</b>         | <ul style="list-style-type: none"> <li>• Implement change programme</li> </ul>   |

Note:

- Schemes may span more than one financial year to implement.
- Some schemes may be minor and could (if agreed by the contractor be implemented via contract review meetings).
- Some major schemes may require urgent implementation that can be actioned without the need to comply with the SRP (If it has the agreement of SWOG).

**SRP Performance Management Mechanism.**

Active management is required to monitor the projected waste tonnage arisings against actual waste arisings. This will ensure that the WDA and WCA can monitor and report progress against expected performance and take action when this deviates significantly.

Performance reviews shall incorporate the following:

- Baseline Countywide performance for residual waste and recycling streams.
- Highlight key trends for specific material streams.
- WCA individual performance trends.
- Highlight areas for action.

Quarterly and Annual reviews of the service plan projections shall be undertaken collectively by the WDA and individually by each WCA. A formalised approach to monitoring performance is therefore vital and the key stages of this process are outlined below.

Please see Appendix 5 for an example of the annual report format and Appendix 6 for an example of the quarterly report format.

The performance shall be formally reviewed by SWOG and IAWG.

**Performance Management Annual Plan**

**Table 2**

| <b>Month</b> | <b>Annual report</b> | <b>Quarterly Reviews</b> |
|--------------|----------------------|--------------------------|
|              |                      |                          |

|              |   |   |
|--------------|---|---|
| April - June | End of year review drafted (includes 4 <sup>th</sup> quarter review).   | This Schedule and its Appendices to be reviewed by SWOG, all updates and amendments agreed by SWOG and in place in time for August each year. |
| July - Sept  | End of year report circulated for discussion/agreement via SWOG.<br>Communication Lines to take drafted and agreed. | 1 <sup>st</sup> Quarter Review period (Apr – Jun).<br>Report to SWOG  |
| Oct- Dec     | National recycling rates released.<br>Baseline review of WDA and WCA performance against national rates.            | 2 <sup>nd</sup> Quarter Review period (Jul – Sept)<br>Report to SWOG  |
| Jan - Mar    |   | 3 <sup>rd</sup> Quarter Review period (Oct – Dec).<br>Report to SWOG  |
|              |   |   |

### **Schedule Review Mechanism**

The review of this Schedule and its Appendices shall form an agenda point at the March SWOG meeting each year.

Any significant change to the SRP content, processes and timetables that is either required or desired by the WDA or the WCAs shall be brought to this meeting for discussion and agreement.

Any agreed change to the SRP content, processes or timetables shall be made and submitted to SWOG no later than the June SWOG meeting for approval in readiness for the SRP cycle to commence in August of that calendar year as detailed in Table 1.

### **Attachments to this Schedule**

- Appendix 1 – WCA SRP Template x 7.
- Appendix 2 – Service Change Assumptions Template.
- Appendix 3 – MRMC SRP Template.
- Appendix 4 – RWHC SRP Template.
- Appendix 5 – End of Year Report.
- Appendix 6 – Quarterly Performance Report.
- Appendix 7 – Service Change request.

# Schedule 4: Waste Communications – Education and Minimisation Activities.

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With challenging European targets of 50% recycling rates across West Sussex to be met by 2020 and 2030, the importance of an effective communications programme delivered through an integrated way of working between the Waste Collection Authorities (WCAs) and the Waste Disposal Authority (WDA) is essential.

Shared planning, decision making and the need for effective communication between parties to agree and co-ordinate joint activities to provide a single, coherent narrative regarding waste minimisation and recycling across West Sussex is required.

At an operational level projects are being developed to provide insight and options to help deliver the business objectives of WCAs and the WDA, and ultimately this strategy will support the outputs of these projects and utilise the insights provided.

## **Principles.**

- Through partnership working across WCAs and the WDA, using the principles of this Schedule and the West Sussex Communications Group (Appendix 1) and WSOG (Appendix 2), and partners will work together to deliver clear, consistent, compelling, timely and targeted proactive and reactive messages across all partners at district, borough and county level.
- An annual proactive communication Annual Plan (Appendix 4) which maps the key overarching campaigns will be used by all parties to determine key communication messages on a monthly/quarterly basis.
- The Annual Plan will be discussed and updated on a monthly basis at the Comms Group by all attendees.
- WCAs will – where possible – align their local activity to the overarching messaging strategy.
- WCAs and the WDA will input to the Annual Communications plan and share their activity - messaging, channels, and timings.
- It is recognised that there is a variation in resource and budget for communications across the WCAs and WDA. To successfully plan and create proactive communications across the partnership, transparency of available budget and resource for communication activity is essential. As such WCAs and the WDA will share with the West Sussex Communications Group their communications budget allocation where possible.  
It is recognised that the ability to provide this information may prove difficult for some WDAs.
- Annually there will be a review of the communications budget at the March SWOG review of this Schedule, to ensure there is an equitable amount of money spent on communications across the partnership. A wider discussion is needed to determine what is deemed 'equitable' by the partnership and what information can be provided for the purposes of communications planning.
- The WDA will continue to bid for available external funding bids and utilise for the benefit of the partnership.
- All parties will aim to utilise economies of scale regarding media buying and resource – this can best be achieved through an integrated approach to communications and sharing of information through the West Sussex Communications Group.
- Creative design developed by WCAs and the WDA where appropriate will be shared via the Knowledge Hub and Communications Group, and utilised to the benefit of the partnership objectives.

## **Resources.**

- The WDA will continue to coordinate countywide activities in line with seasonal messaging and national campaigns working in close partnership with WCAs and Contractors.
- The Communications and Engagement Officer will provide support and continuity to the WSOG and Communications Group, facilitating integration of communications and operations on relevant projects.
- The WDA will continue to manage the schools education programme in partnership with WasteBuster, receiving direction from and reporting to SWOG.

## **Monitoring and Evaluation Measures.**

Monitoring and evaluation of communication activity is important to determine the impact activity may be having on business objectives. Learning's and insights are essential to further develop communication activity across the partnership.

A 'test and learn' approach will be taken to communications activity during Year 1 (2016) with new approaches to partnership working, messaging and channels being trialled, with learning's reviewed and implemented accordingly in Year 2 (2017).

# Schedule 4: Waste Communications – Education and Minimisation Activities.

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- A robust approach to proactive campaign planning will be implemented at County level WCAs and WDA will aim to evaluate and measure all communications activity.
- Through the monthly Communications Group, WCAs and WDAs will share their online and offline evaluation, measurement and monitoring. The learning's will be used to inform future activity and spend.

## **Communications Governance (Appendix 3).**

### Communications Group:

Detailed Terms of Reference can be found in Appendix 1.

In summary, the Communications Group exists to strategically coordinate Waste recycling and minimisation communication key messages in West Sussex.

The attendees communicate and steer strategic decisions through a number of working groups which ultimately feed into an Inter-Authority Waste (Members) Group (IAWG).

The group provide feedback / updates / management, as necessary, on projects commissioned by the Strategic Waste Officers Group (SWOG).

### **Schedule Review Mechanism.**

The review of this Schedule and its Appendices shall form an agenda point at the March SWOG meeting every year.

Any significant change to the content or processes that is either required or desired by the WDA or the WCAs shall be brought to this meeting for discussion and agreement.

Any agreed change to the content, processes or timetables shall be made and submitted to SWOG no later than the April SWOG meeting for approval.

### **Attachments to this Schedule.**

Appendix 1 – West Sussex Waste Communications Group – Terms of Reference

Appendix 2 – West Sussex Operations Group – Terms of Reference

Appendix 3 – Annual Communications Plan 2015/2016 DRAFT

Appendix 4 – Communications Governance

## **Appendix 1 : West Sussex Waste Communications Group – Terms of Reference.**

# Schedule 4: Waste Communications – Education and Minimisation Activities.

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## **Constitution:**

The group represents all District and Borough Councils in West Sussex. It does not require attendance of an Officer from all District & Boroughs at all meetings, however it is expected that all District & Boroughs will have an input to the group. Representatives from WSCC, Viridor and Biffa. Other contractors to be included as needed.

## **Background:**

The authorities responsible for 'Waste in West Sussex' maintain communication and steer strategic decisions through a number of working groups (SWOG/Comms/WSOG) which ultimately feed into an Inter-Authority Waste (Members) Group (IAWG).

The purpose of which is assist in the delivery of the core objectives outlined and set within the Joint Materials Resource Management Strategy (JMRMS) for West Sussex (2005-2035).

The group will provide feedback / updates / management, as necessary, on projects commissioned by the Strategic Waste Officers Group (SWOG).

## **Purpose:**

To strategically coordinate 'Waste in West Sussex' key messages.

## **Scope:**

Design, develop and deliver educational messages for use in the education rooms and trailer.

Agree waste prevention messages to be delivered.

Agree recycling messages to be delivered – including RQF messages.

Agree recovery messages to be delivered in support of the MRMC and RDF.

Agree residual waste messages to be delivered.

Design, develop and implement a coordinated annual Communications Plan.

Scope, scale and deliver 'value for money' projects to support the strategic aims and objectives of 'Waste in West Sussex'.

Report on, and make recommendations to SWOG on commissioned projects.

Discuss potential initiatives and best practice amongst District & Boroughs.

## **Outcome:**

Delivery of coordinated strategic key messages to encourage the residents of West Sussex to reduce their waste and to put the 'right waste in the right bin'.

With the allocation of 'equitable' resource and budget for communications activity across the partnership – an improved 'buying power' across the partnership in relation to print and media buying.

## **Output:**



# Schedule 4: Waste Communications – Education and Minimisation Activities.

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Annual Communications Plan.

Communication campaigns and materials.

|                   |
|-------------------|
| <b>Timescale:</b> |
|-------------------|

The group shall meet monthly. Working groups to meet as required.

|              |
|--------------|
| <b>File:</b> |
|--------------|

|                           |
|---------------------------|
| <b>Date: January 2016</b> |
|---------------------------|

## **Appendix 2 : Waste Operational Services Group (WOSG) – Terms of Reference.**

|                         |
|-------------------------|
| <b>Group Membership</b> |
|-------------------------|

The group shall be made up of one or two representatives from the following local authorities in West Sussex:

Adur District, Arun District, Chichester District, Crawley Borough, Horsham District, Mid Sussex District, Worthing Borough and West Sussex County Councils.

A representative from Viridor shall also attend the meeting when available and when appropriate a representative from the Environment Agency

Each of the representatives shall have the authority to speak on behalf of their authority at the meeting, and be sufficiently empowered to deliver and implement work resulting from the group and that from the Inter-Authority Waste Members Group and Strategic Waste (IAWG/SWOG) Groups.

The Chair of the Group will be drawn from a Borough or District representative and shall be expected to attend the SWOG meeting each month.

# Schedule 4: Waste Communications – Education and Minimisation Activities.

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The Secretary of the Group shall rotate to coincide with the member authority that is hosting the meeting, or otherwise agreed by the Chair.

## Background

From the 1<sup>st</sup> April 2005, The West Sussex Waste Collection & Disposal Officers Forum was replaced by the Inter-Authority Waste Operational Services Group (IAWOSG). These Terms of Reference shall replace the West Sussex Waste Collection & Disposal Officers Forum Terms of Reference (v.0.4) dated 23.09.03.

## Purpose

The main aims and purpose of the Waste Operational Services Group shall be to:

1. Report to, and take direction from the Strategic Waste Officers Group.
2. Aim to achieve integrated and co-ordinated operational delivery resulting from the implementation of policy and strategies as agreed at the IAWG/SWOG.
3. Monitor and report on the effectiveness and performance of operational services making recommendations as appropriate on new, improved and changed services.
4. Monitor, review and report on services, data management, and the implementation of harmonised arrangements.
5. Produce an annual work plan to be approved by the Strategic Waste Officer Group
6. To disseminate developments in waste management practice to all group members, with particular reference to new legislation.
7. To improve communication links with authorities working in associated fields for the benefit of service delivery.
8. To support the objectives of any agreed memorandum of understanding.

## Output

Minutes of each meeting will be taken by the Hosting Authority, and shall be distributed to group members, and the SWOG within two weeks of that meeting. Recommendations and reports to the SWOG shall be made with the minutes where appropriate, and in person by the Chair of the WOSG.

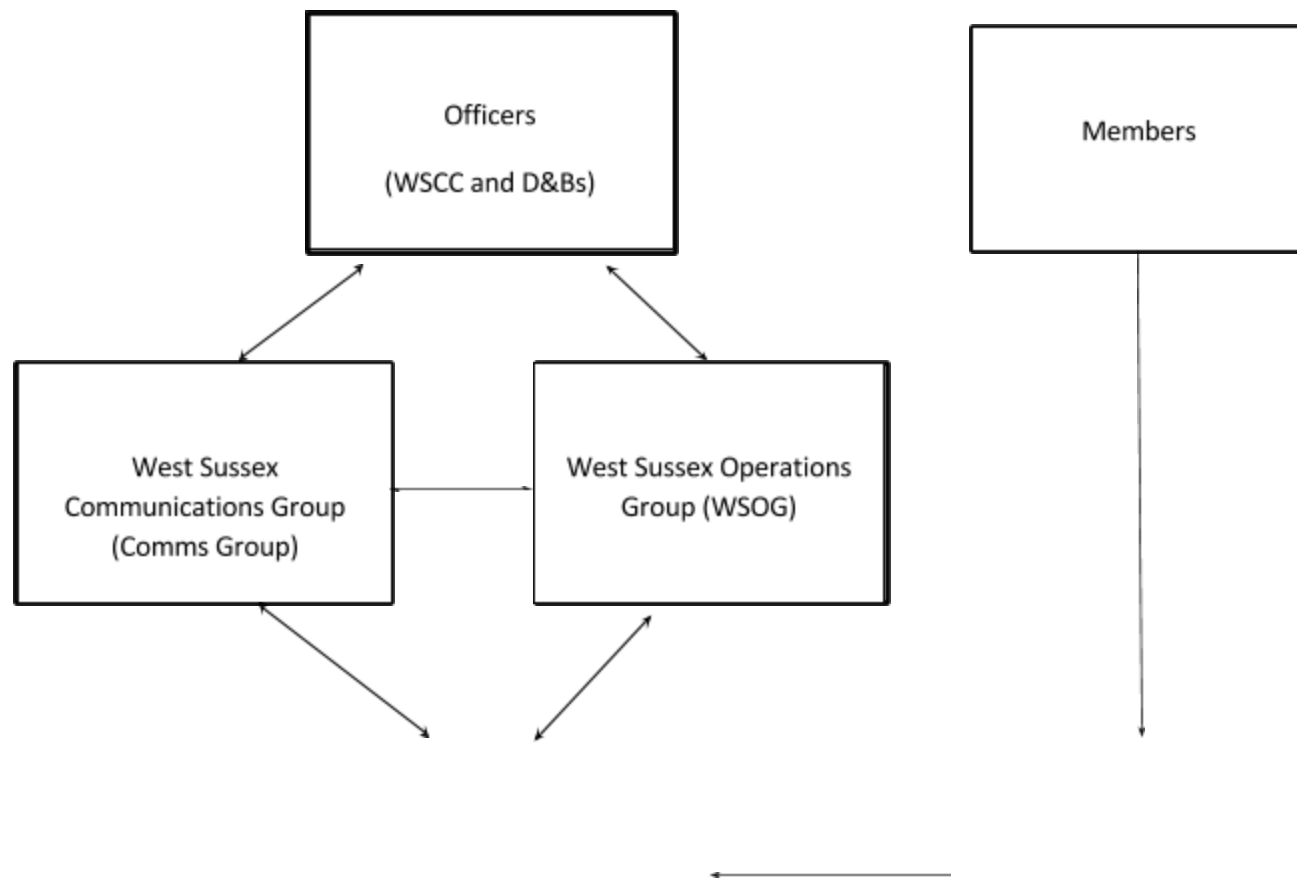
A plan of work and specific issues/topics for discussion shall be presented to the SWOG in April each year, by the Chair of the WOSG.

The WOSG shall meet on a monthly basis (unless otherwise agreed by its members), on the last Tuesday of each month.

# Schedule 4: Waste Communications – Education and Minimisation Activities.

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## Appendix 3: Communications Governance.



# Schedule 4: Waste Communications – Education and Minimisation Activities.

## Appendix 4: Annual Communications Plan 2015/16

### Overarching timeline of all Partnership Planned Campaigns

|   | 2015                              |     |     |  |     |     |   |  |     |                  |   |   | 2016 |   |   |     |     |     |     |                 |     |     |           |                            |   |  |
|---|-----------------------------------|-----|-----|--|-----|-----|---|--|-----|------------------|---|---|------|---|---|-----|-----|-----|-----|-----------------|-----|-----|-----------|----------------------------|---|--|
|   | Q4                                |     |     | Q1                                     |     |     | Q2  |  |     | Q3               |   |   | Q4   |   |   | Q1  |     |     | Q2  |                 |     | Q3  |           |                            |   |  |
|   | Jan                               | Feb | Mar | Apr                                    | May | Jun | Jul   | Aug  | Sep | Oct              | Nov   | Dec   | Jan  | Feb   | Mar   | Apr | May | Jun | Jul | Aug             | Sep | Oct | Nov       | Dec                        |   |  |
| WSCC - Countywide Campaigns   | One More Bottle - Pledge4Plastics |     |     | Easter campaign - Pots, Tubs and Trays |     |     | Summer Recycling Campaign - 'Be a Sensational Recycler' |  |     | Composting       | Halloween   |   |      | WEEE Campaign (DTS Funded)                                    |   |     |     |     |     | Summer Campaign |     |     | Halloween | Christmas Campaign - Glass |   |  |
|   |                                   |     |     |  |     |     |   | Thanks a Million Campaign (Plastics Theme) WRAP match funded |     |                  | Keep it Dry Campaign (Paper and Card) WRAP match funded |   |      | Thank you! (Mixed Dry Recyclate) Campaign - WRAP match funded |   |     |     |     |     |                 |     |     |           |                            |   |  |
| Waste Composition Analysis  |                                   |     |     |  |     |     |   |  |     |                  |   | Project planning  |      |   | Ongoing campaign activity to be determined from analysis insights |     |     |     |     |                 |     |     |           |                            |   |  |
| Waste Data Flow   |                                   |     |     |  |     |     |   |  |     |                  |   |   |      |   |   |     |     |     |     |                 |     |     |           |                            |   |  |
| Wastebuster and Viridor (Schools) Low performing area potential project |                                   |     |     |  |     |     |   |  |     | Project planning |   |   |      |   |   |     |     |     |     |                 |     |     |           |                            |   |  |
| Quarterly Performance and Material Performance (WSOG led)               |                                   |     |     |  |     |     |   |  |     |                  |   | Provide quarter data to WSCC - Evaluate 2nd Quarter performance |      |   |   |     |     |     |     |                 |     |     |           |                            | Provide quarter data to WSCC - Evaluate 3rd Quarter performance |  |
| Flats and HMO's   |                                   |     |     |  |     |     |   |  |     |                  |   |   |      |   |   |     |     |     |     |                 |     |     |           |                            | Provide Quarter data to WSCC - Evaluate 4th Quarter performance |  |
|   |                                   |     |     |  |     |     |   |  |     |                  |   |   |      |   |   |     |     |     |     |                 |     |     |           |                            | Provide Quarter data to WSCC - Evaluate 1st Quarter performance |  |
|   |                                   |     |     |  |     |     |   |  |     |                  |   |   |      |   |   |     |     |     |     |                 |     |     |           |                            | Evaluate 3rd Quarter performance                                |  |

# Schedule 5 – Other Waste Contracts Relating to the Partnership.

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## **Overview and Inclusiveness.**

As part of its statutory duties and its responsibilities under the governance (detailed in Schedule 7) of this Memorandum of Understanding (MOU), West Sussex County Council (WSSCC) manages several waste collection, disposal and management contracts, some of which have an impact onto the Boroughs and Districts. These contracts, along with their operational, financial and reporting mechanisms are detailed below.

## **Management of Abandoned Vehicles.**

The Statutory Duty for removing and disposing of abandoned vehicles lie with the District and Borough Councils and the County Council respectively.

West Sussex County Council has a contract for managing Abandoned Vehicles with SRC Recycling Ltd (SRC). This contractor provides a service for collecting (recovering vehicles from the location they are found and storing in its yard) and disposing (including full depollution) of all abandoned vehicles within West Sussex. Therefore this service is an example of fully integrating the statutory collection and disposal duties into one contract across the County of West Sussex.

There is also a partnership for the administration of the abandoned vehicles process between all the Districts and Boroughs within East and West Sussex, the two County Councils, Brighton and Hove (unitary authority), the two Fire & Rescue Services and Sussex Police. This Partnership is known as Operation Crackdown and has been operating for over 10 years.

This multi-agency approach provides the support of Sussex Police in the form of a dedicated Police Constable and purposely developed IT system and telephone contact centre for those who need to call. The IT system allows people in Sussex to report abandoned vehicles online for the appropriate Local Authority and Police Officer to access this information, investigate and maintain accurate records of actions taken in each case. The result of this multi-agency approach is a quicker a more efficient way of removing abandoned vehicles across East and West Sussex. It is also worth noting that this is the only scheme of its kind in the UK.

## **Financial Arrangements.**

The costs for collection and disposal are invoiced from SRC to WSSCC on a monthly basis and the appropriate collection and management charges are then invoiced to each District and Borough on a six monthly basis due to the

relatively low values involved. The charges for Crackdown are met by an annual invoice from Sussex Police to all partners in the scheme.

### **Clinical Waste Disposal Contract and Collection Arrangements.**

The Districts and Borough Councils have a statutory duty to collect this waste that is produced by residents self-administering treatment in their homes. This includes offensive waste, sharps, infectious waste and syringes that may still contain an active pharmaceutical.

West Sussex County Council has a framework based, contract in place with Medisort Ltd for the disposal of all household healthcare (including Clinical) waste; this is collected from residents of West Sussex and delivered directly to Medisort's transfer station in Littlehampton. Collections are carried out either by the Districts & Boroughs or, in some cases, by Medisort Ltd.

### **Financial Arrangements.**

The cost of collection is met by the waste collection authorities and the cost of disposal is met by the disposal authority. All parties are invoiced individually in this regard and no recharges or transfer of monies is required.

### **Other Contracts under the Control of West Sussex County Council.**

West Sussex County Council also manage contracts as part of its statutory obligations, most significantly the restoration and management contracts associated with the closed landfill sites under its control. This significant contract and several smaller contracts and agreements under the control of the County fall outside the requirements and remit of this MoU and Schedule(s) with all legal, operational and financial obligations being the responsibility of the County Council. None of these legal, operational or financial obligations shall fall upon or be recharged to any District or Borough.

### **Future Contracts and Procurements.**

With the increased need to separate and recover, reuse or recycle more waste streams currently being managed as part of the residual waste stream, there is the strong likelihood that additional contracts will be added to this schedule. Each future instance will be detailed separately within this Schedule with impacts represented within other Schedules as required.

### **Schedule Review Mechanism.**

The review of this Schedule and its Appendices shall form an agenda point at the May SWOG meeting each year.

Any significant change to the content or processes that is either required or desired by the WDA or the WCAs shall be brought to this meeting for discussion and agreement. If agreement cannot be made at this meeting, a 'Special SWOG' or 'Special MoU Working Group' meeting shall be convened to discuss the issues arising.

# Schedule 6 – Financial Arrangements and Processes.

## **Overview and inclusiveness.**

Under primary legislation set down in the Environmental Protection Act 1990<sup>1</sup> and associated legislation, plans and guidance, there is a requirement for a Waste Disposal Authority (WDA) to make financial payments to the Waste Collection Authority (ies) (WCA(s)) within its administrative boundaries, across several defined areas relating to waste collection, separation and delivery. Under the same Act, a WCA also has responsibilities and duties to its WDA regarding the management of wastes under its control.

In line with the existing informal partnership relationship, this Memorandum of Understanding (MoU) and governance arrangements in place between West Sussex County Council (WSCC) and its WCA's as detailed in Schedule 7, the need for a formalised and transparent approach to the management of financial mechanisms, its ability to be audited and its reporting structure is recognised and the key elements of these agreed processes and mechanisms are outlined within this Schedule and its Appendices.

This will include the financial arrangements, payment, reporting and review mechanisms relating to the following areas:

- The Recycling Base Payment from the WDA to the Boroughs and Districts.
- The Recycling Income Payment from the WDA to the Boroughs and Districts.
- Mechanisms for financial penalties and recharges.
- Operations – additional opening hours, tipping away arrangements etc.
- Commercial and industrial waste fees and charges.
- Partnership funded projects.
- Reward Payments.
- Allocation of funds.
- Contracts referred to in Schedule 5 – Other contracts

## **Base Payment.**

The Base Payment payable to the Districts and Boroughs from the WDA represents the nett saving to the WDA of the diversion of the residual municipal waste stream under the control of the Districts and Boroughs from disposal for the purposes of recycling and reuse.

The Base Payment is calculated using the methodology stated in Explanatory Note 1 and 2, Costing Data and Allocation Data contained in Appendix 1 of this Schedule.

This calculation shall be reviewed and updated on an annual basis and reported to the SWOG as detailed in the 'Schedule Review Mechanism' section of this Schedule.

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<sup>1</sup>  
<http://www.legislation.gov.uk/ukpga/1990/43/part/II/crossheading/collection-disposal-or-treatment-of-controlled-waste#commentary-c1902921>

## **Recycling Income Payment.**

The Recycling Income Payment payable to the Districts and Boroughs from the WDA represents the quantities and financial values of the dry recyclable waste stream delivered to and processed at the Ford (and other) Material Recycling Facilities operated under the control of the WDA.

The Recycling Income Payment is calculated using the methodology stated in Explanatory Note 3 & 4, Recyclate Data and Allocation Data contained in Appendix 1 of this Schedule.

This calculation shall be reviewed and updated on an annual basis and reported to the SWOG as detailed in the 'Schedule Review Mechanism' section of this Schedule.

## **Funding Allocation**

Base Payments and Recycling Income shall be allocated between each of the Boroughs and Districts by the process and mechanism stated in Explanatory Note 5, Recyclate Data and Allocation Data contained in Appendix 1 of this Schedule.

This calculation and its methodology shall be reviewed and updated on an annual basis and reported to the SWOG as detailed in the 'Schedule Review Mechanism' section of this Schedule.

## **Contingency Funds, Incentive Funding and Mechanisms for Quality Adjusted Financial Penalties.**

Where these items are co-dependent and designed to provide financial neutrality in terms of financial penalties levied against the boroughs and districts providing the means for Incentive or Reward Funding, the methodology for calculating these items is stated in Explanatory Note 6, the Recyclate Data and Costing Data contained within Appendix 1 of this Schedule.

Reward Funding shall be allocated by a mechanism to be designed, created and approved by SWOG and IAWG in readiness for 'Year 2' (2017 – 18) of the Recycling Credit Model attached as Appendix 1.

Funding held by the WDA on behalf of the Boroughs and Districts shall not exceed 10% of the total monies due to each Borough or District in each and/or any financial year.

All financial information including current position and end of year forecasts regarding Contingency funding, Incentive funds and Financial Penalties shall be reported to SWOG on a quarterly basis.

## **Payment Methodology.**

Payments including all adjustments due to the Boroughs and Districts for the above shall be made by the WDA as detailed in Explanatory Note 7 contained within Appendix 1 of this Schedule.

This payment methodology shall be reviewed and updated on an annual basis and reported to the SWOG as detailed in the 'Schedule Review Mechanism' section of this



Schedule.

## **Operations –**

### **Additional opening hours.**

Any charge levied by the WDA onto a Borough or District requesting additional opening hours at a waste Transfer station shall be determined and agreed on a case by case basis and based on current contract costs to the WDA.

### **Tipping away arrangements.**

Any payment to any Borough or District by the WDA for planned 'Tipping Away' shall be determined and agreed on a case by case basis depending on circumstance and/or direction by the WDA and based on current contract costs to the WDA.

### **Commercial and industrial waste fees and charges.**

The tonnage charge (gate fee) to any Borough or District delivering Commercial, Industrial and/or Non-Household Waste to any of the Waste Transfer Facilities under the control of the WDA shall form part of the 'Fees and Charges' regime managed by WSCC with costs for the following year published as soon as possible to financial close in each financial year.

### **Schedule Review Mechanism**

The review of this Schedule and its Appendices shall form an agenda point at the May SWOG meeting each year.

Any significant change to the content or processes that is either required or desired by the WDA or the WCAs shall be brought to this meeting for discussion and agreement. If agreement cannot be made at this meeting, a 'Special SWOG' or 'Special MoU Working Group' meeting shall be convened to discuss the issues arising.

Any agreed change to the financial arrangements, processes, mechanisms or narrative of this Schedule shall then be made and submitted to SWOG no later than the July (in each given year) SWOG meeting for approval in readiness for the budget setting cycle in each Borough and District. Further agreement and approval may also be required from the Senior Finance Officer Group and the IAWG depending on the nature of the change.

Any in-year change to the content or processes that is necessitated by changes in law, commodity markets or contractual arrangements that affects the ability to deliver the requirements of this Schedule and its Appendices shall be reported to the SWOG as soon as known. Under such circumstances, a 'Special SWOG' or 'Special MoU Working Group' meeting shall be convened to discuss the issues arising.

### **Appendices to this Schedule**

Appendix 1 – Recycling Credit Model 2016 – 17 Final (including 5 year model)



# Schedule 7 – Memorandum of Understanding (MoU) Governance.

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## Overview and Inclusiveness.

In order to determine, deliver and report on the aims, objectives and outputs detailed in the main body of this Memorandum of Understanding document in line with the stated guiding principles (Section 4) and responsibilities (section 5), a system of Governance is required.

This system of governance shall also provide the mechanism for the cascading and escalation of issues and information between each group as well as providing a delivery mechanism for required and desired programmes and projects at each level of Governance.

The current Governance structure is demonstrated in Chart 1 below.

**Chart 1**



## **Inter-Authority Waste Group (IAWG).**

The group shall be made up of the Executive Member or Portfolio Holder responsible for Waste Services from the Parties to this Memorandum of Understanding namely;

West Sussex County Council, Adur District & Worthing Borough Councils, Arun District Council, Chichester District Council, Crawley Borough Council, Horsham District Council and Mid-Sussex District Council.

Each Executive Member shall also be accompanied by their respective SWOG member and other members of staff from their Authority.

The Group may also be attended by contractors or third parties as required.

The Inter-Authority Waste Group receives information and support directly from the Strategic Waste Officers Group and is responsible for agreeing the agenda for work and performance of the other officer groups.

The main aims and purpose of the Inter-Authority Waste Group shall be to:

1. To provide community and political leadership in the provision of improved co-ordinated waste management services.
2. Providing leadership to assist in meeting statutory obligations.
3. Promoting public awareness through consultation and participation.
4. Seeking to minimise environmental impact.
5. Seeking to maximise economic benefit at acceptable costs.
6. Building on existing resources and services.
7. Provide an integrated and co-ordinated approach.
8. Making decisions based on data and feedback information reports from officers of the various supporting groups.
9. To advise, influence, support and to provide guidance to the Joint Chief Executives Group, the Leaders Group and the Strategic Waste Officers Group.
10. To support the objectives of any agreed memoranda of understanding.
11. To elect a chair on an annual basis (Note – the IAWG chair and vice chair are positions traditionally held by WSCC members).

Current and full 'Terms of Reference' are attached as Appendix 1.

### **Strategic Waste Officers Group (SWOG).**

The group shall be made up of the Council officer responsible for Waste Management Services from the Parties to this Memorandum of Understanding namely;

West Sussex County Council, Adur & Worthing District Councils, Arun District Council, Chichester District Council, Crawley Borough Council, Horsham District Council and Mid-Sussex District Council.

The Strategic Waste Officers Group is the lead officers group which will also be represented at the Inter-Authority Waste Group to provide with first-hand information concerning wastes matters in West Sussex. The Strategic Waste Officers Group is responsible for setting the agenda for work and performance of the other officer groups.

The main aims and purpose of the Strategic Waste Officers Group shall be to:

1. To advise, influence and support Chief Executives, Leaders and Members to achieve the aims of the Inter Authority Waste Members Group.
2. To explore and bring forward options for an integrated and sustainable approach to the management of waste; having regard to the key principles of waste management.
3. To develop and recommend co-ordinated Policies, Strategies and Joint Initiatives for waste management within the existing legal and policy framework.
4. To ensure the effective liaison and co-operation between the Waste Collection Authorities (WCAs) and the Waste Disposal Authority (WDA) necessary to achieve targets and statutory obligations together with facilitating the letting of long term contracts.
5. To oversee, agree the work-plan and consider recommendations of the Waste Operational Services Group and the County Communications Group (Education & Awareness).
6. To support the objectives of any agreed memoranda of understanding.
7. To elect a chair on an annual basis (Note – the SWOG chair and vice chair are positions traditionally held by Borough and District group members)

Current and full 'Terms of Reference' are attached as Appendix 2.

## **County Communications Group (CCG).**

The group shall be made up of one representative from the Parties to this Memorandum of Understanding namely;

West Sussex County Council, Adur & Worthing District Councils, Arun District Council, Chichester District Council, Crawley Borough Council, Horsham District Council and Mid-Sussex District Council.

A representative from Viridor may also attend the meeting when available and when appropriate, representatives from Biffa may also attend the meeting.

The group does not require attendance of an Officer from all District & Boroughs at all meetings, however it is expected that all District & Boroughs will have an input to the group.

The authorities responsible for 'Waste in West Sussex' maintain communication and steer strategic decisions through SWOG which ultimately feed into the IAWG.

The main aims and purpose of the Waste Operational Services Group shall be to:

1. To strategically coordinate 'Waste in West Sussex' key messages.
2. Design, develop and deliver educational messages for use in the education rooms and trailer.
3. Agree waste prevention messages to be delivered.
4. Agree recycling messages to be delivered – including RQF messages.
5. Agree recovery messages to be delivered in support of the MRMC and RDF.
6. Agree residual waste messages to be delivered.
7. Design, develop and implement a coordinated annual Communications Plan.
8. Scope, scale and deliver 'value for money' projects to support the strategic aims and objectives of 'Waste in West Sussex'.
9. Report on, and make recommendations to SWOG on commissioned projects.
10. Discuss potential initiatives and best practice amongst District & Boroughs.

Current and full 'Terms of Reference' are attached as Appendix 3.

### **Waste Operational Services Group (WOSG).**

The group shall be made up of one or two representatives from the Parties to this Memorandum of Understanding namely;

West Sussex County Council, Adur & Worthing District Councils, Arun District Council, Chichester District Council, Crawley Borough Council, Horsham District Council and Mid-Sussex District Council.

Representatives from Viridor and Biffa may also attend the meeting when available and when appropriate a representative from the Environment Agency.

Each of the representatives shall have the authority to speak on behalf of their respective Borough or District at the meeting, and be sufficiently empowered to deliver and implement work resulting from the group and that from the IAWG and the SWOG.

The Chair of the Group will be selected from a Borough or District representative and shall be expected to attend and report to the SWOG meeting each month.

The Chair shall be elected or re-elected by majority vote of all Borough, District and County WOSG members on an annual basis with any change to the Chair being reported to and approved by SWOG on each occasion.

The main aims and purpose of the Waste Operational Services Group shall be to:

1. Report to, and take direction from the Strategic Waste Officers Group.
2. Aim to achieve integrated and co-ordinated operational delivery resulting from the implementation of policy and strategies as agreed at the IAWG/SWOG.
3. Monitor and report on the effectiveness and performance of operational services making recommendations as appropriate on new, improved and changed services.
4. Monitor, review and report on services, data management, and the implementation of harmonised arrangements.

5. Produce an annual work plan to be approved by the Strategic Waste Officer Group
6. To disseminate developments in waste management practice to all group members, with particular reference to new legislation.
7. To improve communication links with authorities working in associated fields for the benefit of service delivery.
8. To support the objectives of any agreed memorandum of understanding.

Current and full 'Terms of Reference' are attached as Appendix 4.

### **Waste Services Engagement Officer.**

The above position, employed and funded directly by West Sussex County Council, has been created to provide the engagement and project management support between the CCG and WOSG.

As a minimum, the Officer will attend both meetings and be responsible for communicating work programmes and projects cascaded from the SWOG, create synergies between the two groups for the delivery of projects and serve as the conduit for reporting information back to the SWOG. This function is identified as the dotted line on Chart 1.

### **Schedule Review Mechanism.**

The review of this Schedule shall form an agenda point at the May SWOG meeting each year.

Any significant change to the content or processes that is either required or desired by the WDA or the WCAs shall be brought to this meeting for discussion and agreement. If agreement cannot be made at this meeting, a 'Special SWOG' or 'Special MoU Working Group' meeting shall be convened to discuss the issues arising.



## **2016 MoU Schedule 7 – Appendix 1**

### **Waste Groups in West Sussex**

#### **Inter-Authority Wastes Group**

#### **Constitution:**

One elected member from each of the Waste Collection Authorities being;

- Adur & Worthing Councils (individually or collectively), Arun District Council, Chichester District Council, Crawley Borough Council, Horsham District Council and Mid-Sussex District Council.
- Two elected members from West Sussex County Council (WDA).
- Officers representing the Strategic Waste Officers Group.

#### **Background:**

The Partner authorities responsible for wastes management in West Sussex maintain communication and steer strategic directions through a number of working groups which are led by the Inter-Authority Members Group. The Inter-Authority Waste Group receive information and support directly from the Strategic Waste Officers Group which will also be in attendance at meetings. The Inter-Authority Waste Group is responsible for agreeing the agenda for work and performance of the other officer groups detailed within this Schedule.

#### **Purpose:**

- To advise, influence and support Chief Executives, Leaders and Members to achieve the aims of the Inter Authority Waste Members Group.
- To explore and bring forward options for an integrated and sustainable approach to the management of waste; having regard to the key principles of waste management i.e. waste hierarchy, proximity principle and best practical environmental option.
- To develop and recommend co-ordinated Policies, Strategies and Joint Initiatives for waste management within the existing legal and policy framework.
- To ensure the effective liaison and co-operation between the Waste Collection Authorities (WCAs) and the Waste Disposal Authority (WDA)

necessary to achieve targets and statutory obligations together with facilitating the letting of long term contracts.

- To oversee, agree the work-plan and consider recommendations of the Contract Management Liaison Group, the Waste Operational Services Group and the New Initiatives Group (Education & Awareness).
- To support the objectives of any agreed Memoranda of Understanding.
- To elect a chair and vice chair on an annual basis.

**Scope:**

The Inter-Authority Waste Group will receive reports and recommendations from the other working groups as presented by the Strategic Waste Officer Group.

Recommendations and other decisions of the Group must have the affirmative vote of all those voting on the matter.

**Outcome:**

The Group will make decisions concerning the strategic direction of wastes management in West Sussex. The Group will advise the Chief Executives in West Sussex on strategic decisions concerning wastes management.

**Output:**

Minutes of all meetings of the Group and recommendations made by the Group will be maintained by the Chair and circulated promptly to all the participants within 5 working days of the meeting.

**Timescale:**

The Group shall meet every 2 or 3 months or more frequently, as agreed by the Group. Meetings shall be convened on the xx of the month



## **2016 MoU Schedule 7 – Appendix 2**

### **Waste Groups in West Sussex**

#### **STRATEGIC WASTE OFFICERS GROUP**

#### **Constitution:**

Officers from each of the Waste Collection Authorities;

Adur & Worthing Councils (individually or collectively), Arun District Council, Chichester District Council, Crawley Borough Council, Horsham District Council and Mid-Sussex District Council.

Two officers from the Waste Disposal Authority, Waste Management Services department.

One officer from the County Council representing the Planning Authority. (When required).

A representative from the Environment Agency. (When required).

Such other officers, contractors, subcontractors, regulators as the group shall nominate from time to time on an 'as required' basis.

#### **Background:**

The authorities responsible for wastes management in West Sussex maintain communication and steer strategic directions through a number of working groups which ultimately feed into an Inter-Authority Members Group. The Strategic Waste Officers Group is the lead officers group which will also be represented at the Members Group to provide elected Members with first hand information concerning wastes matters in West Sussex. The Strategic Waste Officers Group is responsible for setting the agenda for work and performance of the other officer groups.

#### **Purpose:**

1. To advise, influence and support Chief Executives, Leaders and Members to achieve the aims of the Inter Authority Waste Members Group
2. To explore and bring forward options for an integrated and sustainable approach to the management of waste; having regard to the key principles of waste management i.e. waste hierarchy, proximity principle and best practical environmental option.

3. To develop and recommend co-ordinated Policies, Strategies and Joint Initiatives for waste management within the existing legal and policy framework
4. To ensure the effective liaison and co-operation between the Waste Collection Authorities (WCAs) and the Waste Disposal Authority (WDA) necessary to achieve targets and statutory obligations together with facilitating the letting of long term contracts.
5. To oversee, agree the work-plan and consider recommendations of the Contract Management Liaison Group, the Waste Operational Services Group and the New Initiatives Group (Education & Awareness)
6. To support the objectives of any agreed memoranda of understanding
7. To elect a chair

**Scope:**

The Strategic Waste Group will receive reports from the nominated working groups and any designated sub-groups, and it considers the implications. It will make recommendations to the working groups and also to the Inter-Authority Waste Group.

Recommendations and other decisions of the working group must have the affirmative vote of all those voting on the matter.

**Outcome:**

The working group will make recommendations to the Inter-Authority Waste Group and to the reporting officer groups. It will monitor the performance of the officer groups and consider any changes required to bring about more effective performance.

**Output:**

Minutes of all meetings of the group and recommendations made by the group will be maintained by the Chair and circulated promptly to all participants within 5 working days of the meeting.

**Timescale:**

The group shall meet on a monthly basis. Meetings shall be convened on the xx of each month.

**File: WD38/2**

**Date: 25-May-05**