Schedule 1

Authority's Requirements

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1 INTRODUCTION

The Contractor shall deliver a flexible waste management service capable of responding to usage, technical, regulatory/environmental and economic developments within the waste management industry during the Contract Period.

2 OVERALL SERVICE OBJECTIVES

2.1 The overall service is for the receipt, acceptance and treatment of Contract Waste, including transfer of treatment products, residues or rejects, in an effective, efficient, economic and environmentally sustainable manner with the aim of contributing to the achievement of the JMWMS and landfill diversion duty pursuant to s9 Waste and Emissions Trading Act 2003.

2.2 In the management of Contract Waste the Contractor shall have regard to:

- The protection of human health and the environment;
- Applying the waste management hierarchy maximising recycling of materials from waste, before recovery of resources and energy from waste;
- The prevention of environmental pollution and the control of adverse environmental impact;
- Supporting the JMWMS and the achievement of the targets set out in the JMWMS;
- Contributing to the national recycling and MSW recovery targets in the Waste Strategy for England 2007;
- Securing the provision of facilities to recover materials and energy from Contract Waste by the most appropriate methods and technologies;
- Providing a flexible service that can accommodate changes in waste arisings and composition and can respond to changes in technology and the requirements of future technology;
- Providing reasonable flexibility for changes in waste practice and legislation;
- Encouraging and promoting partnering and collaborative working arrangements between the Contractor and the Authority, the WCAs and the Authority's other contractors as appropriate; and
- Supporting stakeholder, public and community liaison in the management of waste in the region.

2.3 The Contractor shall operate in a safe and lawful manner and will try to do so in such manner that the Facility is seen by passers by as a 'good neighbour'.
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3 SCOPE OF THE SERVICE

3.1 The Authority’s required minimum performance levels for this Agreement are:

- Recycle or compost (as both those terms are used in National Indicator 192 as at the Commencement Date) a minimum five percent (5%) of Contract Waste
- Divert a minimum seventy percent (70%) of Contract Waste from landfill
- Divert a minimum eighty percent (80%) of BMW in Contract Waste from landfill

3.2 The Contractor shall accept and manage all Contract Waste during the Contract Period.

3.3 The Contractor shall dispose of all process residues (including, without limitation, incinerator bottom ash, fly ash, digestate and bio-gas) arising in connection with the treatment of Contract Waste in a safe and lawful manner, and having regard to the waste hierarchy, and shall be responsible for ensuring that any Contract Waste that is not treated at the Facility is disposed of in a safe and lawful manner.

3.4 The Contractor shall make allowances for future changes in waste arisings and composition and shall incorporate these factors into the Facility design.

3.5 All data gathered on Contract Waste composition during the operational phase of the Contract Period by or for the Contractor shall be made available to the Authority.

3.6 If requested by the Authority's Representative acting reasonably and with justification, the Contractor shall arrange for an independent body to be employed to carry out an analysis of the Contract Waste, identifying the waste by such categories as the Authority shall reasonably require.

3.7 The Contractor shall ensure that contingency arrangements exist at all times and are implemented as required in order to ensure service continuity throughout the Contract Period.

3.8 The Contractor shall take all reasonable measures for an effective management control system including the preparation and maintenance of plans for the delivery of the services, staffing matters, quality assurance systems, partnership arrangements, performance tests, monitoring and reporting arrangements and Authority access.

4 QUALITY ASSURANCE

4.1 The Contractor shall obtain certification for the provision of the Services in accordance with ISO9001 or equivalent standard, or similar quality management system, through a certifying body accredited by the United Kingdom Accreditation Services ("UKAS") within eighteen (18) months of commencement of operation and shall retain certification for the remainder of the Contract Period.
ENVIRONMENTAL PROTECTION AND MANAGEMENT

5.1 The Facility shall be planned, constructed, operated and if appropriate subsequently decommissioned in accordance with all legislation and Necessary Consents applicable from time to time.

5.2 The Contractor shall ensure that the waste hierarchy, sustainable development and a balanced approach to social, environmental and economic issues are taken into account to minimise the impact on the environment in the long term as well as the short term, in the selection of sites and the construction, commissioning and operation of the Facility.

5.3 The Contractor shall obtain certification for the provision of the Services in accordance with ISO14001 or equivalent standard, or similar environmental management accreditation system, through a certifying body accredited by UKAS and approved by the Authority within eighteen (18) months of the commencement of operation and shall retain certification for the remainder of the Contract Period.

5.4 The Contractor shall prepare an annual environmental report, or project specific corporate social responsibility report, for the service, showing evidence of continuous improvement.

5.5 The Contractor shall assess environmental and management performance of the Facility in accordance with the Building Research Establishment’s Environmental Assessment Method ("BREEAM") in order to achieve, as a minimum, a BREEAM Good standard or equivalent.

OTHER CONTRACT INTERFACES

6.1 The Authority has procured and is in the process of procuring and/or will procure contract(s) for the transfer of Contract Waste to the Facility, recycling, composting and the management and operation of HWRCs. The Contractor will be required to work closely with the contractor(s) as well as with those refuse crews delivering Contract Waste directly to the Facility, to achieve an efficient and effective overall waste management service and to minimise potential conflicts with respect to contract interfaces.

6.2 The Contractor shall make provision for disposal of hazardous output, rejects or residues from treatment processes (such as fly ash).

REPORTING REQUIREMENTS

The Contractor shall comply with the reporting requirements set out in Appendix 1 to this Schedule.
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Service Output 1 – Service Management

Service Requirements

The Contractor shall:

i. Produce, agree, update and comply with a plan for the delivery of the Services including a works development plan, method statements and a contingency plan that together detail how the Services will be delivered.

ii. Provide an independently certified annual summary report of all tonnage data, as set out in these requirements.

iii. Provide the Authority with all access, information and assistance necessary to monitor the Services, without affecting the Services.

iv. Provide the Authority with results of audits and inspections by relevant authorities and internal Contractor audits within ten (10) Business Days of receipt of results by the Contractor.

Service Standards

S1.1 Service Delivery Plan

S1.1.1 Any changes in the operation of the Services shall be notified to the Authority and in the case of Tier 1 and Tier 2 matters shall be agreed with the Authority before they are implemented and the plan for the delivery of the Services shall be updated accordingly.

S1.1.2 The Contractor shall, before the Planned Service Commencement Date prepare and publish standard operational and training procedures manuals governing the actions of all Authorised Users, Authorised Persons and others, delivering waste to the Facility. The Contractor shall thereafter amend and update such manuals as required.

S1.2 Ready for Use Criteria

S1.2.1 The Contractor shall detail in the Independent Tester's Appointment all commissioning and performance tests to be carried out by the Contractor and/or the Independent Tester for each of the EfW Facility, the AD Facility and the MT Facility to demonstrate that the Facility is capable of accepting and treating Contract Waste in accordance with the requirements of this Schedule, including all procedures for carrying out tests, required standards of tests and procedures for assessment by the Authority for the following tests:

- to determine completion of construction,
- to demonstrate satisfactory functional operation of the Facility on completion of construction; and

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- to determine satisfactory performance for handling and treating Contract Waste in accordance with all Necessary Consents and this Schedule.

S1.2.2 Before the Facility may accept Contract Waste, those personnel likely to deliver Contract Waste and those personnel involved in the management of the relationship between the Authority and the Contractor are to have received a full induction in the safe performance of their duties at the Facility.

S1.3 Method Statements

S1.3.1 There shall be a set of method statements for each service or operational activity which sets out how and to what standard the Services will be provided.

S1.4 Management Information Systems

S1.4.1 The Contractor shall install, implement and operate management information systems and equipment in accordance with Schedules 1 and 2 of this Agreement throughout the Contract Period. These systems should allow the Authority to meet current and reasonably foreseeable corporate information technology objectives and will be used to ensure that the Authority is charged for and pays only such amounts as it is obliged to under the terms of the Agreement. The Contractor’s arrangements shall provide an auditable trail for Contract Waste through each stage of the process, from receipt to final processing or disposal.

S1.4.2 The management information system should incorporate all performance data and a register of customer enquiries and complaints.

S1.4.3 All ICT arrangements should be fully compatible with current and known proposed systems used/to be used by the Authority to enable direct transfer of data and shall be capable of remote interrogation by Authorised Users.

S1.5 Safety and Security

S1.5.1 The Contractor shall be directly responsible for the security of the Facility.

S1.6 Operating Manuals and Emergency Plan

S1.6.1 Before the Planned Service Commencement Date, the Contractor shall prepare comprehensive operating manuals in sufficient detail to enable all facilities and their associated systems to be operated effectively and safely by those using them.

S1.6.2 An emergency plan shall be prepared and kept updated for the Facility. This will document the procedures to deal with accidents, fires, breakdowns, or other similar situations. It
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shall define the management duties, off duty call-out rosters, and have regard to all
authorisations (including any requirements for the controlled shut-down of processes).

S1.7 Hours of Operation

S1.7.1 The Facility shall be open from the Planned Service Commencement Date to receive
Contract Waste for treatment between the following opening hours:

Monday to Friday (excluding bank holidays) 8am to 6pm except for a maximum of 15 loads
between the hours of 6pm and 10pm.

Saturday, Sunday and Bank and Public Holidays 8am to 5pm.

S1.8 Provision of Services Outside of Normal Operating Hours

S1.8.1 The Authority may from time to time require the Contractor to keep the Facility open for
short periods outside normal operating hours to deal with unforeseen delays in the pattern
of waste deliveries.

S1.8.2 The Contractor will be required to provide access to the Facility in case of external
emergencies occurring outside the normal delivery hours, where such access is urgently
required for disposal of Contract Waste. Additional payment for making these emergency
facilities available at the Authority request (and for any additional wastes received) will be
made in accordance with the Agreement.

S1.8.3 The Contractor shall not be required to keep the Facility open if to do so would breach any
Necessary Consent.
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Service Output 2 – Stakeholder and Community Liaison

Summary of Service Requirement

The Contractor shall in delivering the Services ensure effective stakeholder and community liaison including consultation, promotional activities to raise waste awareness, and procedures for handling complaints in relation to the Services.

Service Requirements

The Contractor shall:

i. in partnership with the Authority, develop and implement a plan for liaising with stakeholders and the community (the “Stakeholder and Community Liaison Plan”) in partnership with the Authority.

ii. Facilitate an independent advisory panel for the Services if reasonably required by the Authority.

iii. Provide systems for dealing with all stakeholder and public queries, complaints and comments.

Service Standards

S2.1 Stakeholder and Community Liaison Plan

S2.1.1 The Stakeholder and Community Liaison Plan shall include the scope, purpose and timetable for all consultations with relevant stakeholders (including WCAs), promotional activities to raise waste awareness, and general procedures for handling questions and complaints. It shall be updated and agreed annually with the Authority to reflect any changes in these arrangements.

S2.2 Equality

S2.2.1 The Contractor shall address issues of equality, disabled access and social exclusion where relevant to aspects of the Services.

S2.3 Stakeholder Satisfaction

S2.3.1 A reporting system on communications quality should be provided for stakeholders, to achieve user satisfaction survey results as agreed with the Authority.

S2.3.2 The Contractor shall make available a site diary at the Facility so that Authorised Persons can record comments.
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S2.4 Visitor Centre

S2.4.1 The Contractor shall provide a visitor centre for business, educational and community visits in association with the development and to facilitate waste awareness activities.

S2.4.2 Where staff are expected in their duties to work with members of the public/customers they shall be readily identifiable by means of name badges, in a suitable uniform and should be proactive and available to assist the public/customers promptly as required.

S2.5 Advisory Panel

S2.5.1 The Contractor shall facilitate an independent advisory panel for the Services. The terms and role of this body shall be agreed with the Authority.

S2.6 Community/Public/Customer Care

S2.6.1 The Contractor shall provide the Authority with a comprehensive written community/public care policy, and in particular, the method of dealing with enquiries, complaints and issue of public information. The Contractor shall take account of the Authority's policies for customer care which shall be made available to the Contractor upon request. The Contractor shall work with the Authority to provide consistent information to the public regarding the Services.

S2.6.2 The Contractor shall allow reasonable access for internal and external audit of customer care records and procedures.

S2.6.3 The Contractor shall provide and publicise an operated telephone service, with a single telephone number with sufficient lines for receiving public enquiries, that shall be capable of receiving and recording calls twenty four (24) hours per day three hundred and sixty five (365) days per year. Calls shall be taken by the Contractor's personnel during normal office working hours. The Contractor shall also allow for receiving public enquiries, and complaints via the Authority.

S2.7 Complaints Procedure

S2.7.1 The Contractor shall deal with any complaints received from whatever source in a prompt, courteous and efficient manner.

S2.7.2 Should the Contractor receive complaints direct from the public it shall notify and brief the Authority on any material disputes or complaints by the following Business Day.

S2.7.3 It should be noted that the Authority will from time to time check the Contractor's compliance with the complaints procedure aspect of the Services. If the Authority finds that complaints have not been dealt with in accordance with requirements of this Service
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Output, this shall be considered a failure of a KPI and may result in Performance Deductions being applied pursuant to Schedule 4 (Performance Framework).

S2.7.4 Where the Contractor or any of its staff become aware of any incident, accident or other matter which may give rise to a claim or legal proceedings in respect of the provision or failure to provide the Services, it shall notify the Authority immediately. Such notification shall include all relevant information to enable the Authority to investigate the matter fully.

S2.7.5 The Contractor shall fully co-operate with and provide assistance and relevant information to the Authority and the Local Government Ombudsman ("LGO") in enquiries or investigations carried out by or on behalf of the LGO.
Service Output 3 – Waste Reception and Transfer

Summary of Service Requirement

The Contractor shall be responsible for receiving Contract Waste at the Facility. The Contractor shall also be responsible for the transfer of any treatment products, residues or rejects to further treatment, processing, final disposal points, or markets.

Service Requirements

The Contractor shall:


ii. Provide Contract Waste reception facilities at the Facility that are compatible with the delivery systems, quantities and types of Contract Waste from the waste collection and transfer operations.

iii. Make arrangements for the transfer of products, residues or rejects between the Facility and/or to end processors and users of products recovered from waste, and to final disposal points.

The service requirement shall be for the Contractor to accept and treat (or procure the treatment of) all Contract Waste delivered to it by Authorised Users in Authorised Vehicles.

Service Standards

S3.1 Waste Reception Arrangements

S3.1.1 The Contractor shall accept Contract Waste at the Delivery Point.

S3.1.2 In the case of Contract Waste delivered by WCAs, or their contractors and other Authorised Users, the Contractor must ensure that such Contract Waste is only accepted when delivered in Authorised Vehicles.

S3.1.3 The Contractor shall aim to ensure that an average daily turnaround time of twenty (20) minutes or less (subject to a maximum turnaround time of thirty (30) minutes) is achieved for all Authorised Vehicles at the MT Facility.

S3.1.4 The Contractor shall aim to ensure that an average daily turnaround time of thirty (30) minutes or less (subject to a maximum turnaround time of forty (40) minutes) is achieved for all Authorised Vehicles at the EFW Facility.

S3.1.5 Authorised Vehicles delivering Contract Waste shall be given preference over other users of the Facility.
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S3.1.6 The Contractor will be required to take full account in delivering the Services of the variable waste collection delivery patterns that will arise daily and periodically after bank holidays. The Contractor shall take all steps to determine the likely extent of these abnormal waste delivery patterns and make due allowances for them while preserving the standards that apply to 'normal' waste delivery periods.

S3.1.7 Provision shall be made for the treatment of vehicles and/or wastes arriving at the Facility where smouldering loads present a risk of fire.

S3.2 **Weighbridge and Data Processing**

S3.2.1 The Contractor shall provide a comprehensive computerised electronic weighbridge system, for the purpose of establishing actual net weights of Contract Waste delivered to the Facility.

S3.2.2 The weighbridge will be equipped with computerised data logging and transmission equipment. The extent of data logging shall be such to provide the Authority with all the information required to make the due payments under Part 5 of the Agreement and Schedule 6 (Payment Mechanism) of the Agreement and to assist in the better future management of the collection and/or downstream waste treatment/disposal services. The weighbridge system shall issue weighbridge tickets generated from secure computerised records and the system shall have been authorised by an inspector as fit for use for trade in accordance with section 11 of the Weights and Measures Act 1985. Weighbridges shall be appropriately calibrated, tested and independently certified at least annually. Net weights shall be determined by weighing vehicles in and out; i.e. without reference to stored tare weights.

S3.2.3 The driver of each Authorised Vehicle delivering Contract Waste shall be provided with a weighbridge ticket containing relevant information.

S3.2.4 In the event of breakdown of a weighbridge installation a valid and manual recording system that can also be audited shall immediately be instituted and maintained in operation until the weighbridge is again in normal operation.

S3.3 **Signage**

S3.3.1 Signs shall be provided by the Contractor at the Facility in the corporate style of the Authority, commensurate with maintaining a positive public image stating that the Facility is provided in partnership with the Authority.
Service Output 4 – Waste Treatment and Disposal

Summary of Service Requirement

The Contractor shall develop, commission and operate a facility for the treatment of Contract Waste.

Service Requirements

Service Standards

S4.1 Recycling, Composting and Diversion Targets

S4.1.1 The Services shall be in accordance with the national, regional and local policy framework for the management of household and municipal waste.

S4.1.2 The Authority requires that in delivering the Services the Contractor shall achieve a minimum recycling rate of five percent (5%) of Contract Waste delivered to the Facility.

S4.1.3 The Authority requires that in delivering the Services the Contractor must divert eighty percent (80%) of BMW in Contract Waste from landfill.

S4.1.4 The Authority requires that in delivering the Services the Contractor must divert at least seventy percent (70%) of Contract Waste from landfill.

S4.1.5 Compliance with all targets will be measured for the whole twelve-month period of the relevant financial year, closing on 31st March. The calculation of recycling and diversion targets shall be carried out by the Contractor in accordance with the requirements of this Schedule. Defined audit trails should be established for reporting purposes and audit purposes.

S4.2 Design Principles

S4.2.1 All control systems shall provide all necessary on-line monitoring and data for good operational and environmental practice.

S4.2.2 Whilst the minimum standard of all facility emissions shall meet regulatory limits, the process designs must have regard to the possibility of significant improvements in these standards over the Contract Period.

S4.3 Site Order

S4.3.1 The Contractor will employ a road sweeper on both sides of the A168 once a month, one (1) mile in both directions from the Facility, to minimize the potential impact of vehicles arriving at the Facility.
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S4.4 Maintenance

S4.4.1 The Contractor shall submit and update at least annually a programmed maintenance plan for all plant and equipment commensurate with their age and in accordance with the manufacturer's instructions. Where third party maintenance support is to be used, details of such contractors must be given including evidence of competence to undertake the expected functions.

S4.5 Markets for Recycled and Recovered Products

S4.5.1 The Contractor shall provide for all aspects of managing recycled and recovered products, in accordance with the protocols set out in their plans for delivery of the Services.

S4.5.2 The Contractor shall not combust or dispose of recovered products (particularly recyclables or compost) unless it is agreed within the plans for delivery of the Services.

S4.5.3 The Contractor shall seek for continual improvement in the quality of recovered products.

S4.5.4 Subject to the overriding requirements of best value, local markets shall be preferentially sought for the sale of recovered products.
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Appendix 1

Reporting Requirements

1 GENERAL

1.1 The Contractor shall collect, manage, and report information to the Authority in order to, among other things, enable the following:

1.1.1 verification of compliance or non-compliance with the financial terms, performance requirements and other express provisions of this Agreement;

1.1.2 that the Authority is charged for and pays only such amounts as it is obliged to under the terms of the Agreement;

1.1.3 that the Authority is able to complete statistical returns (including CIPFA, DEFRA, Waste Data Flow, etc.); and

1.1.4 compilation of National Indicators, and as required for use by the Authority for reviewing services provided by the Authority.

1.2 The Contractor shall manage this information such that it can be updated by the Contractor in accordance with this Schedule 1 or when requested by the Authority acting reasonably, and can be interrogated remotely by the Authority’s Representatives and Authorised Users.

1.3 The Contractor shall be responsible for monitoring its own performance under this Agreement and shall, where required under this Agreement, notify the Authority of any failure to comply with any financial terms, performance requirements and other express provisions of this Agreement.

1.4 The Contractor shall be required to preserve all information in accordance with the Authority’s document retention policy and in any event for at least 5 (five) years after the end of the Contract Year in which such information was recorded.

1.5 All waste (Contract Waste and non Contract Waste) received by the Contractor shall be weighed, or procured to be weighed, by the Contractor; and the following data shall be recorded for each waste consignment:

1.5.1 date and time weighed;

1.5.2 Waste Transfer Note No. (where issued);

1.5.3 transaction number, which shall be sequential for this Agreement;

1.5.4 vehicle registration;
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1.5.5 Gross Weight, Tare Weight and Net Weight (i.e. Gross Weight minus Tare Weight);

1.5.6 driver surname;

1.5.7 origin: name/location of the source of waste, e.g. specific WCA, HWRC or Third Party Waste sources;

1.5.8 destination: Facility at which the waste was received (delivery point or contingency delivery point); and

1.5.9 material type: description of material or waste, including European Waste Catalogue (EWC) Code.

1.6 All materials recycled or recovered or sent for disposal by the Contractor shall be weighed, or procured to be weighed, by the Contractor; and the following data shall be recorded for each consignment of material:

1.6.1 date and time weighed;

1.6.2 Waste Transfer Note No. (where issued);

1.6.3 transaction number, which shall be sequential for this Agreement;

1.6.4 vehicle registration;

1.6.5 Gross Weight, Tare Weight and Net Weight (i.e., Gross Weight minus Tare Weight);

1.6.6 driver surname;

1.6.7 origin: Facility name/location at which the material was produced;

1.6.8 destination including all onward destinations: Facility name/location where the material was sent (e.g. landfill, processors, secondary processors etc.); and

1.6.9 material type: description of material or waste, including European Waste Catalogue (EWC) Code.

1.7 The Contractor shall provide the following reports;

1.7.1 a Monthly Planning, Construction and Commissioning Report.

1.7.2 a Monthly Report in respect of each Contract Month; and

1.7.3 an Annual Report in respect of each Contract Year.
1.8 Each report shall be provided to the Authority electronically in the form agreed by the Parties from time to time (both acting reasonably); a hard copy shall be made available to the Authority on request.

2 Monthly Planning, Construction and Commissioning Reports

2.1 Within ten (10) Business Days of the end of each Contract Month the Contractor shall deliver or shall procure that there is delivered to the Authority a Monthly Planning, Construction and Commissioning Report that details:

2.1.1 progress of the planning activities against the project programme highlighting any areas of programme delay, any delay mitigation, and the inclusion, where possible, of an updated programme in the event of delay;

2.1.2 significant construction activities undertaken in the preceding month;

2.1.3 progress of the construction activities against the project programme highlighting any areas of programme delay, any delay mitigation, and, where possible, the inclusion of an updated programme in the event of delay;

2.1.4 progress of the commissioning activities, including the relevant tests, against the project programme highlighting any areas of programme delay, any delay mitigation, and, where possible, the inclusion of an updated programme in the event of delay; and

2.1.5 As appropriate (during the commissioning period), report the waste tonnages in accordance with the Waste Data Report detailed in paragraph 3.2 of this Appendix.

3 Monthly Reports during Service

3.1 Within five (5) Business Days of the end of each Contract Month after Service Commencement, the Contractor shall deliver or shall procure that there is delivered to the Authority a Monthly Report which relates to the preceding Contract Month. Each Monthly Report shall comprise:

3.1.1 a Waste Data Report;

3.1.2 an Energy Report;

3.1.3 a Monthly Payment Report;

3.1.4 a Performance Monitoring Report; and

3.1.5 an Operational Report.
3.2 Waste Data Report

The monthly Waste Data Report shall include the following information:

3.2.1 separate record summaries of the tonnages of waste received by the Contractor, including:

(a) the tonnage and origin of Contract Waste;

(b) the tonnage and origin of BMW derived from Contract Waste;

(c) the tonnage of Third Party Waste; and

(d) the tonnage of BMW derived from Third Party Waste;

3.2.2 separate record summaries of the total tonnages (and BMW Tonnages) of waste processed by the Contractor, and relevant disposal fee or re-processor revenue supported by documentation from the relevant party, including:

(a) Contract Waste deemed to be Ad Hoc Waste detailed by material type, destination and (where practicable) origin;

(b) recycled materials derived from Contract Waste, detailed by material type and destination;

(c) recovered materials derived from Contract Waste, detailed by material type and destination;

(d) material sent to landfill derived from Contract Waste, detailed by material type and destination;

(e) recycled materials derived from Third Party Waste, detailed by material type and destination;

(f) recovered materials derived from Third Party Waste, detailed by material type and destination; and

(g) material sent to landfill derived from Third Party Waste, detailed by material type and destination.

3.2.3 performance against each of the targets set out in paragraph 3.1 of this Schedule and paragraph 2 of Schedule 2 Part 1;

3.2.4 matters relating to the planned maintenance, to include:
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(a) the dates and duration of any planned maintenance for the following three (3) Contract Months; and

(b) details of the impacts that this planned maintenance may have on the future cumulative Tonnage relative to the expected Tonnage for the relative stage of the Contract Year; and

3.2.5 copies of the Contractor's regular returns to the Environment Agency and other statutory bodies regarding waste data and to HM Revenues and Customs regarding Landfill Tax and other environmental taxes.

3.3 Energy Report

The monthly Energy Report shall include the following information:

3.3.1 total electricity production and usage derived from Contract Waste, detailed by Facility (e.g. EFW or AD);

3.3.2 total heat production and usage derived from Contract Waste, detailed by Facility (e.g. EFW or AD);

3.3.3 total electricity sales (exported to the grid or other outlet) derived from Contract Waste sales, detailed by EFW electricity production and AD electricity production;

3.3.4 total electricity production and usage derived from Third Party Waste, detailed by Facility (e.g. EFW or AD);

3.3.5 total heat production and usage derived from Third Party Waste, detailed by Facility (e.g. EFW or AD);

3.3.6 total electricity sales (exported to the grid) derived from Third Party Waste sales, detailed by Facility (e.g. EFW or AD); and

3.3.7 electricity sale prices supported by documentation from the relevant party.

3.4 Monthly Payment report

The Monthly Payment Report shall include the following information:

3.4.1 the Monthly Unadjusted Unitary Charge for the relevant Contract Month calculated in accordance with paragraph 5 of Schedule 6 (Payment Mechanism);
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3.4.2 the Monthly Tonnage Adjustment for the relevant Contract Month calculated in accordance with paragraph 6 of Schedule 6 (Payment Mechanism);

3.4.3 the Monthly Landfill Payment for the relevant Contract Month calculated in accordance with paragraph 7 of Schedule 6 (Payment Mechanism);

3.4.4 the sum of agreed Pass Through Costs for the relevant Contract Month to be recovered from the Authority in accordance with paragraph 8 of Schedule 6 (Payment Mechanism);

3.4.5 evidence of the properly incurred demonstrable reasonable cost of disposal of Ad Hoc Waste that supports the required Ad Hoc Waste Payment for the relevant Contract Month calculated in accordance with paragraph 9 of Schedule 6 (Payment Mechanism);

3.4.6 the sum of Deductions required in the relevant Contract Month in accordance with paragraph 10 of Schedule 6 (Payment Mechanism); and

3.4.7 when available the RPIX value for the following Contract Year.

3.5 Performance Monitoring Report

3.5.1 Each monthly Performance Monitoring Report shall include complete, accurate and contemporary records of the performance of the Services against each KPI for the Contract Month to which the Performance Monitoring Report relates.

3.5.2 Performance Failure, in accordance with Schedule 4 (Performance Framework) shall be recorded and reported.

3.5.3 In respect of each Performance Failure, the following information shall be provided:

(a) whether the Performance Failure was detected by the Contractor or brought to the attention of the Contractor by the Authority;

(b) whether the Performance Failure was a Repeated Performance Failure;

(c) an explanation as to why the Performance Failure occurred;

(d) the time and date at which action was initiated to effect rectification of the Performance Failure;

(e) the actions undertaken to rectify the Performance Failure and the outcome of those actions;
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(f) the time and date at which rectification was effected; and

(g) the Performance Failure Points arising for the purpose of calculation of the Performance Deduction under paragraph 10 of Schedule 6 (Payment Mechanism).

3.6 Operational Report

3.6.1 Each monthly Operational Report shall include information on the operation of the Services in respect of the Contract Month to which the report relates and, where appropriate, in respect of the Contract Year to date. Such information shall include, but not be limited to:

(a) details of significant operational issues;

(b) hours of operation of the EfW Facility during the month;

(c) the average calorific value of waste combusted in the EfW Facility during the relevant month;

(d) total tonnes of waste combusted in the EfW Facility;

(e) in the months of May and November, the Operational Report to include the Biannual Waste Audit Report (prepared in accordance with paragraph 91 (Waste Audits) of Part 1 of Schedule 2 (Contractor’s Proposals));

(f) without prejudice to the requirements of clause 26A of this Agreement, in the month of the CWT tonnage calculation (prepared in accordance with Appendix B (Contract Metrics) of Schedule 6 (Payment Mechanism):

(i) the basis of the calculation to be included in the report; and

(ii) the data used to calculate the CWT tonnage, which shall include data in respect of each data input requirement specified in Appendix B (Contract Metrics) of Schedule 6 (Payment Mechanism);

(g) a list of the vehicles that have delivered waste (including both Contract Waste and Third Party Waste) including their respective tonnages;

(h) incidences of Health & Safety Management System non-compliances or changes to the accreditation status;

(i) incidences of Quality Management System non-compliances or changes to the accreditation status;
SCHEDULE 1 - Redacted Copy

(j) incidences of Environmental Management System non-compliances or changes to the accreditation status;

(k) incidences of plant, vehicle and equipment failures affecting the provision of the Services;

(l) incidences the Services being Unavailable and the Tonnage of Contract Waste not Accepted for each incident;

(m) copies of inspection reports from the Environment Agency for all Facilities; and

(n) any other information reasonably requested by the Authority.

3.6.2 For each of the relevant incidents above, the following information shall be provided:

(a) whether it was in breach of any regulatory requirement;

(b) the time and date the incident first came to the attention of the Contractor or any relevant sub-contractor;

(c) the location of the incident;

(d) the time and date at which action was initiated to remedy the incident;

(e) the time and date at which the incident was remedied;

(f) whether the incident resulted in the requirement for Unavailability Deductions and, where this is the case, reconciled with the reported Deductions referred to in paragraph 3.4.6 above and

(g) whether the incident resulted in a Performance Failure and where this is the case appropriate reference to the Performance Monitoring Reports.

4 Annual Reports

4.1 Within forty (40) Business Days of the end of the previous Contract Year (the Annual Reports Date), the Contractor shall deliver or shall procure that there is delivered to the Authority an Annual Report in electronic copy (a hard copy shall be made available to the Authority on request), comprising:

4.1.1 an Annual Reconciliation Report and accompanying invoice prepared in accordance with clause 31 of this Agreement;
SCHEDULE 1 - Redacted Copy

4.1.2 an Annual Waste Data Report;

4.1.3 an Annual Energy Report;

4.1.4 the Annual Service Report; and

4.1.5 the Environmental Report.

4.2 Annual Reconciliation Report

The Annual Reconciliation Report shall include the following:

(a) a statement reconciling the monthly tonnage of waste under which payments have been made during the preceding Contract Year to the actual;

(b) a statement reconciling the material sent to landfill, separated into the categories of active Contract Waste excluding APC residues and industrial bottom ash, with the guaranteed municipal solid waste diversion target for the relevant Contract Year;

(c) a statement reconciling the total biodegradable material sent to landfill as derived in accordance with Environment Agency requirements for the relevant Contract Year; and

(d) a statement reconciling actual performance with performance in FC Base Case for the following elements of the Annual Reconciliation as detailed in Section 11 of Schedule 6 (Payment Mechanism):

   (i) Annual Tonnage Adjustment;

   (ii) Authority’s Payment of Excess Revenue

   (iii) Landfill Reconciliation;

   (iv) Landfill Diversion Bonus;

   (v) Landfill Allowance Adjustment;

   (vi) Excess Profit Share; and

   (vii) Third Party Income Compensation Payment (if applicable)

(e) a statement reconciling the movement in the balance of the Authority Revenue Account during the Contract Year. The statement should include:

   (i) brought forward balance on 1 April of the relevant Contract Year;
(ii) entry into or withdrawal from the Authority Revenue Account in the relevant Contract Year reconciled to the statement per (d) (ii) above reconciling actual performance with performance in FC Base Case;

(iii) closing balance on 31 March of the relevant Contract Year (both notional, if applicable, and the actual balance of the Authority Revenue Account; and

(iv) a copy of the statement supplied by the relevant Financial Institution for the Authority Revenue Account as at 31 March of the relevant Contract Year with a supporting reconciliation to the Contractor's record of the balance of the Authority Revenue Account as at 31 March of the relevant Contract Year.

Each report shall be provided in the form agreed by the Parties from time to time (both acting reasonably).

4.3 Annual Waste Data Report

The Annual Waste Data Report shall include the following information in aggregate for the preceding Contract Year, including:

4.3.1 separate record summaries of the tonnages of waste received by the Contractor, including:

(a) the tonnage of Contract Waste;

(b) the tonnage of BMW derived from Contract Waste;

(c) the tonnage of Third Party Waste; and

(d) the tonnage of BMW derived from Third Party Waste;

4.3.2 separate record summaries of the total tonnages (and BMW tonnages) of waste processed by the Contractor, and relevant disposal fee or re-processor revenue supported by documentation from the relevant party, including:

(a) Contract Waste that is deemed Ad Hoc Waste detailed by origin, material type, and destination;

(b) recycled materials derived from Contract Waste, detailed by origin, material type and destination;

(c) total sales of recycled materials derived from Contract Waste including Tonnage details and sale price per Tonne;
SCHEDULE 1 - Redacted Copy

(d) recovered materials derived from Contract Waste, detailed by origin, material type and destination;

(e) material sent to landfill derived from Contract Waste, detailed by origin, material type and destination;

(f) recycled materials derived from Third Party Waste, detailed by origin, material type and destination;

(g) total sales of recycled materials derived from Third Party Waste including Tonnage details and sale price per Tonne;

(h) recovered materials derived from Third Party Waste, detailed by origin, material type and destination; and

(i) material sent to landfill derived from Third Party Waste, detailed by origin, material type and destination;

4.3.3 performance against each of the contract targets set out in paragraph 3.1 of this Schedule and paragraph 2 of Schedule 2 Part 1.

4.4 Annual Energy Report

The Annual Energy Report shall include the following information:

4.4.1 total electricity production and usage derived from Contract Waste, detailed by Facility (e.g. EfW or AD);

4.4.2 total heat production and usage derived from Contract Waste, detailed by Facility (e.g. EfW or AD);

4.4.3 total electricity sales (exported to the grid) derived from Contract Waste sales, detailed by EfW electricity production and AD electricity production;

4.4.4 total electricity production and usage derived from Third Party Waste, detailed by Facility (e.g. EfW or AD);

4.4.5 total heat production and usage derived from Third Party Waste, detailed by Facility (e.g. EfW or AD); and

4.4.6 total electricity sales (exported to the grid) derived from Third Party Waste sales, detailed by Facility (e.g. EfW or AD); and

4.4.7 electricity sale prices supported by documentation from the relevant party.
4.5 Annual Service Report

4.5.1 The Annual Service Report shall comprise:

(a) a Performance Review;

(b) Summary of Unavailability; and

(c) an Improvement Plan.

4.5.2 Performance Review

The Performance Review shall include as a minimum:

(a) a review of the performance and delivery of the Services during the preceding Contract Year;

(b) sufficient data reasonably required to allow for the calculation of nationally specified Best Value Performance Indicators;

(c) a summary of payments made by the Authority to the Contractor over the Contract Year;

(d) a copy of statutory annual audited management accounts of the Contractor;

(e) annual summaries of Performance Failures in accordance with Schedule 4 (Performance Framework), as set out below:

(i) a total annual Performance Failure Points allocation for each of the Performance Failures calculated in accordance with Schedule 4 (Performance Framework). The total annual Performance Failure Points allocation shall take into account the KPI administered on an annual basis. For clarity, for each KPI the total number of Performance Failure Points allocated during the preceding Contract Year; and

(ii) a total annual Performance Failure Points allocation for Performance Failures calculated in accordance with Schedule 4 (Performance Framework). The total annual Performance Failure Points allocation shall take into account the KPIs administered on an annual basis. For clarity, the sum of all Performance Failure Points allocated during the preceding Contract Year.
4.5.3 Annual Summaries of Unavailability Events as set out below:

(a) the Unavailability Deduction applied each Contract Month due to Unavailability of the Service for which Unavailability Deductions have been applied in accordance with paragraph 10.1 Schedule 6 (Payment Mechanism); and

(b) the sum of Unavailability Deductions made in the Contract Year due to Unavailability as calculated in accordance with paragraph 10.1 of Schedule 6 (Payment Mechanism).

4.6 Improvement Plan

4.6.1 The Improvement Plan shall include as appropriate:

(a) the Contractor's proposals for changing the provision, performance and delivery of the Service to ensure it will be more efficient, effective and economic having regard to the performance review as detailed above;

(b) the Contractor's proposals for measuring the improvements to the Services; and

(c) any proposals for improvements to the Services accepted by the Authority shall be included in an update to the Method Statements with the Annual Service Performance and Improvement Plan.

4.7 Environmental Report

The Environmental Report shall include, but is not limited to:

4.7.1 emissions to air providing information on types, sources and concentrations of emissions (where possible) in terms of point and diffuse emissions, and expected and fugitive emissions; incidents of regulatory non-compliance and actions taken by the Contractor; complaints made against the contractor and action taken by the Contractor;

4.7.2 improvement plans to mitigate emissions; for, but not limited to, the following emissions if applicable:

(a) greenhouse gases: reporting should be compatible with the Waste and Resources Assessment Tool for the Environment (WRATE) life cycle assessment methodology developed by the Environment Agency or any subsequent or successor methodologies;
SCHEDULE 1 - Redacted Copy

(b) dust and particulates;

(c) ozone depleting substances;

(d) volatile organic compounds (VOCs);

(e) metal emissions; and

(f) dioxins;

4.7.3 emissions to water providing information on details of discharge consents; types, sources and concentrations of emissions (where possible) in terms of point and diffuse emissions, and expected and fugitive emissions; incidents of regulatory non-compliance and actions taken by the Contractor; complaints made against the contractor and action taken by the Contractor; and improvement plans to mitigate emissions, for all emissions;

4.7.4 emissions to land providing information on details of discharge consents; types, sources and concentrations of emissions (where possible) in terms of point and diffuse emissions, and expected and fugitive emissions; incidents of regulatory non-compliance and actions taken by the Contractor; complaints made against the contractor and action taken by the Contractor; and improvement plans to mitigate emissions, for all emissions;

4.7.5 details of any accidental releases of hazardous materials;

4.7.6 a summary of the number of breaches of emissions controls in the last year, including:

(a) the number of convictions for pollution;

(b) the number of convictions for other emissions; and

(c) the number of complaints received regarding the site and a description of the methods for dealing with complaints;

4.7.7 details of the use of resources, including, but not limited to, water use and abstraction, energy fuels, chemicals and minerals; and

4.7.8 a Corporate Social Responsibility (CSR) report following Department for Business Innovation and Skills reporting guidelines.
CONTRACTOR'S PROPOSALS

NORTH YORKSHIRE COUNTY COUNCIL and the CITY OF YORK COUNCIL

Waste Treatment Contract

Schedule 2
PART 1

TIER 1 bold and underlined
Tier One - When an item of this Schedule 2 Part 1 is described as Tier One, the content of that item may not be varied by the Contractor without the prior written consent of the Authority. An item that is Tier One has been so graded to reflect the importance of the relevant item and to reflect the fact that any decision to change that item may not (whether constitutionally or politically) be taken at an officer level within the Authority. The Authority's Representative has no authority to agree a Tier One variation. Any rejection of a proposed variation of a Tier One item by the Authority shall be final and conclusive and may not be referred to the Dispute Resolution Procedure by the Contractor, provided that any such rejection shall not prejudice the Contractor's right to propose a Change in respect of the rejected variation.

TIER 2 unmarked
Tier Two - When an item of this Schedule 2 Part 1 is described as Tier Two, the content of that item may not be varied by the Contractor without the prior written consent of the Authority. Where an item is described as Tier Two there is a rebuttable presumption that the decision to agree to the variation of that item may be taken at either a Corporate Director level or an Assistant Director level. Any such decision will be given through the operation of Schedule 10 (Partnership), provided that any rejection of a proposed variation of a Tier Two item by the Authority shall be final and conclusive and (notwithstanding the provisions of paragraph 6.2 and 6.3 of Schedule 10 (Partnership)) may not be referred to the Dispute Resolution Procedure by the Contractor. Any such
rejection shall not prejudice the Contractor's right to propose a Change in respect of the rejected variation.

**TIER 3 italics**

**Tier Three** - When an item of this Schedule 2 Part 1 is described as Tier Three, the content of that item may not be varied by the Contractor without not less than twenty (20) Business Days' notice of that variation being first given in writing to the Authority and provided that the Contractor shall as soon as reasonably practicable provide the Authority or Authority's Representative with a revised copy of this Schedule 2 Part 1 incorporating that variation.

Any item that is not Tier One, Tier Two or Tier Three is Tier Four and there is no constraint on the Contractor's ability to vary that item provided that the Contractor shall as soon as reasonably practicable provide the Authority or the Authority's Representative with a revised copy of this Schedule 2 Part 1 incorporating that variation.
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1. Summary of the service

The Contractor will design, build and operate an integrated waste facility which will receive, accept and treat all the Contract Waste provided by the Authority in accordance with this Agreement.

The Services will be delivered through four interconnected plants as detailed in Schedule 2 Part 2.

The mechanical treatment (MT) plant (MT Facility) will process residual waste, separating plastics, metals, paper and cardboard, and organic fraction as segregated flows.

The organic fraction of residual waste will be the input of the anaerobic digestion (AD) plant (AD Facility). The residual fractions coming from the MT Facility will be sent to the energy from waste (EfW) plant (EfW Facility) as a feedstock.

The applied process for anaerobic digestion will be a dry system that will produce a biogas (a mixture of methane and CO₂ gas) that will be combusted directly in two dedicated engines. This will generate electricity for direct export to the National Grid.

The digestate coming from the AD Facility will be mixed with the MT Facility residual fraction and sent to the EfW Facility as a feedstock.

The EfW Facility has a design capacity of approximately 320,000 tpa of waste.

The waste or feedstock inputs will come from the MT and AD Facilities, from the direct delivery of HWRC wastes, and from Third Party Waste.

The EfW Facility has been designed as an energy recovery plant, fulfilling the EU energy efficiency requirements.

The Facility will produce electricity (which will be exported to the National Grid), an inert bottom ash material (that will be recycled as aggregate), and an air pollution control residue (APC Waste) which will be sent to a hazardous waste facility.
The incinerator bottom ash will be treated, reprocessing it to form an aggregate replacement material.

The Facility will include office facilities for the operation and management of the Services, as well as a combined visitor and waste interpretation centre. The Facility is designed to be a self-contained unit that provides the Services on a single site.

2. Performance levels

The Contractor's performance against all the Authority's targets stated in Schedule 1, will be:

- **Re cyclates Removal: 5% of Contract Waste**
  Tier 1

- **Diversion of BMW from landfill: 95% of Contract Waste**
  Tier 1

- **Diversion of Contract Waste from landfill: 90% of Contract Waste**
  Tier 1

- **Turnaround times for waste vehicle: 20 minutes average, 30 minutes maximum in the case of the MT Facility and 30 minutes average, 40 minutes maximum in the case of the EfW Facility measured at the in-out weighbridges**
  Tier 1

3. Governance Structure

The Contractor will work with the Authority within a partnering framework on terms to be agreed.

4. Integration of the Services with the WCAs

The Contractor will provide all necessary information to the WCAs to provide a seamless transition from the current treatment regime to the new service. This would as a minimum include:

- **Location and possible access routes to the Facility**
  Tier 2

- **Opening hours**
  Tier 2

- **Access protocol**
  Tier 2

- **Site layout with traffic routes**
  Tier 2
SCHEDULE 2 PART 1 - Redacted Copy

- Safety protocol
- Organogram of the Facility and contact numbers for key personnel and weighbridges
- Induction protocol

The Contractor will agree with the WCAs a timetable for the induction of the Authorised Persons to be carried out three months ahead of Planned Service Commencement Date.

*The Contractor will work with the Authority during the Service Period and interface with the Authorised Users to ensure optimal management of all Contract Waste, from waste minimisation and kerbside recycling to final disposal.*

5. Hours of operation

The opening hours, when the Site will be able to accept Contract Waste, will be:

8am to 6pm Monday to Friday except for a maximum of 15 loads between the hours of 6pm and 10pm

8am to 5pm Saturdays, Sundays and Bank and Public Holidays.

*The hours when the Facility will operate will be:*

**Mechanical Treatment:**

6am to 10pm Monday to Friday

6am to 12pm Saturday

**Anaerobic Digester (AD):**

24 hours a day, 7 days a week

**Energy from Waste (EfW):**

24 hours a day, 7 days a week.

6. Provision of service outside of opening hours

If required by the Authority, the Contractor will provide access to the Facility in case of external emergencies occurring outside of the opening hours, unless this would breach any Necessary Consent.
7. Waste acceptance criteria

The Contractor accepts full compositional risk over the Contract Period in accordance with this Agreement

The Contractor will use reasonable endeavours at all times to process all Contract Waste on site at the Facility.

Only the kerbside collected residual waste will be processed through the MT Facility. All other waste streams will be sent direct to the EfW Facility for the recovery of energy.

The Facility will have sufficient capacity to process all the forecast Contract Waste, including the predicted waste growth over the Contract Period. The Contractor will use any spare capacity to allow selected commercial and industrial waste streams to be processed in the Facility.

8. Acceptance and Handling of Third Party Waste

The recording processes for Third Party Waste will be identical to those detailed for Contract Waste.

The Contractor will stipulate that all vehicles operated by third parties are a maximum of seven years old and conform to all European emissions standards appropriate to the age and type of vehicle.

9. Not used

10. Authorisation

All vehicles used for the delivery of Contract Waste must be authorised by the Authority prior to arriving at the Facility.

11. Non-Authorised Vehicles

No vehicle that is not an Authorised Vehicle will be permitted to enter the Facility to deliver Contract Waste. Any vehicle with a maximum overall tipping height in excess of 8 metres will be treated as a non authorised vehicle and as such will not be an Authorised Vehicle.

12. Site induction

Any individual accompanying an Authorised Vehicle past the weighbridge into the
Site will need to have completed an induction to the Contractor's satisfaction.

Details of initial personnel requiring an induction will be provided to the Contractor no later than three months prior to Planned Service Commencement Date.

A minimum of one weeks' notice shall be given in respect of additional individuals requiring induction once the Facility is operational.

13. Ad-hoc induction

If a driver has not previously been inducted on the Site, the Contractor will endeavour to accommodate ad-hoc requests.

Ad-hoc requests will have to be notified to the Authority by the corresponding Authorised User along with justification of its need. If the request is accepted, the Authority will instruct the Contractor to provide ad-hoc induction to the nominated driver.

The Contractor will direct the driver to a parking area to receive a brief induction that would include the traffic pattern inside the Facility, safety instructions and weighing instructions. The Contractor reserves the right to refuse entry of the vehicle if the non-inducted driver is perceived as not capable of operating under safe conditions, until an Authorised Person takes responsibility for operating the vehicle.

The brief induction will be valid for a period until the next scheduled induction. The inductee will not be considered inducted after the expiry of that period of validity until he completes a full induction.

14. Site Access by third parties

If third parties that have not been inducted (e.g. WCAs maintenance crews) request temporary access to the Facility to perform any activity inside it, they will also receive a brief induction, granting access for the requisite period to perform that activity. In addition to this, they will be escorted at all time by a Contractor operative to oversee that operations are conducted in a safe manner. All instructions given by the Contractor operative are to be complied with while inside the Facility.
15. Delivery Scheduling System

Third Party Waste deliveries will be organised such that they do not interfere with Contract Waste timetabled deliveries.

Incoming waste will be prioritised in the following hierarchy:

Waste Collection Authorities - will deliver Contract Waste direct to the Facility from their local various collection rounds. They will be awarded the highest priority and flexibility. This class of waste movements be designated priority 1, meaning that they will be given access to the weighbridge ahead of other vehicles that are not designated as priority 1 which might be queuing at the weighbridge.

WTS & HWRC deliveries - This class of waste movement be designated priority 2 meaning that they will be given access to the weighbridge ahead of other vehicles that are not designated as priority 1 or 2 which might be queuing at the weighbridge.

Third Party Waste - the Contractor will designate this class of waste movement as priority 3 meaning that they will be given access to the weighbridge ahead of other vehicles that are not designated as priority 1, 2 or 3 which might be queuing at the weighbridge.

Site output wastes - Residual materials that have arisen as result of either the Energy from Waste or Mechanical Treatment processes (bottom ash, fly ash or sorted recyclates) will be wholly under the control of the Contractor, and will be classified priority 4, meaning that they will not be given access to the weighbridge ahead of any other vehicles which might be queuing at the weighbridge.

Emergency waste disposal and handling - Any vehicles involved in the emergency collection, movement or disposal of waste under unforeseen conditions will be designated as priority Z meaning that they will be given access to the weighbridge ahead of any other vehicles which might be queuing at the weighbridge.

16. Communication Technologies

The Contractor will adopt a framework approach in which the Contractor provides logistics information in a range of formats to meet the reasonable needs of the Contractor, the Authority and other stakeholders.
Information on logistics movements will be transmitted by one or more of the following five options:

Through the automatic tracking of waste movements, using GPS outputs and GIS mapping data

By phone

By email, using a standard formatted template allowing automatic processing of information

By fax

By SMS text message, using defined formats and code.

17. Weighbridges

The Site will contain four weighbridges. Each pair can be operated in either direction and traffic re-directed to an alternative operable weighbridge in the event of a failure.

Each weighbridge will be provided with the following equipment (as a minimum):

A card reader terminal to process data on the drivers’ cards

A ticket printer

A barcode reader to process data from the printed tickets issued to drivers

A touch screen interface to accept input data

A two-way voice communication link to the weighbridge operator.

The weighbridge control system supports the use of automatic driver/vehicle identification in the form of automatic number plate recognition, swipe cards, RFID keys or bar-coded tokens containing basic data relating to their vehicles and loads. These systems will be available for use by regular visitors to the Site.

18. Inspection of Incoming Loads

Where possible incoming vehicle loads will be inspected either visually and or via remote CCTV by the weighbridge staff on arrival at the Site.

The weighbridge personnel will check the load data of each load entering or
leaving the Site to confirm that it is correct and complete. Vehicles having inadequate paperwork will be refused entry to the Site

Before moving onto the IN weighbridge, all vehicles will pass through radiation detectors which are linked to the weighbridge kiosk. If the detector is positively triggered, the weighbridge operator will speak to the vehicle driver over an intercom link and direct the vehicle to the quarantine area for further action in line with the Radioactive Waste Method Statement.

Loads exhibiting levels of radioactivity above 0.5 μSv/h will be quarantined on Site until specialist advice can be obtained regarding their onward disposal.

Further visual load inspections will be carried out by the crane operational staff at the MT tipping hall and the EIW tipping hall

If Ad Hoc Waste is identified at this stage it will be removed to a separate storage area between the EIW and MT tipping bays using the installed crane.

Once in the Facility, each load will be inspected visually to check for smouldering loads.

Inside the MT Facility, there will be a fire main and fire suppression equipment will be placed in the pit of the MT Facility.

19. Weighbridge failure

The failure of a single weighbridge or the simultaneous failure of one weighbridge at each of the paired installations will be simply accommodated by use of the adjacent unit without the need for re-routing of traffic flows within the Facility.

The failure of two adjacent weighbridges will be accommodated by the temporary re-routing of traffic flows to enable one of the remaining pair of weighbridges to be used for inbound traffic with the other for outbound.

In the event of complete breakdown of the weighing function, the Contractor would hire temporary mobile weighing systems or, through agreement with the adjacent landfill contractor, make use of that facility.

Any faults relating to the weighbridges will never cause Unavailability, even in the highly unlikely case of all four of them malfunctioning at the same time. In this scenario, the Contractor will allow authorised Vehicles to discharge their waste at the Facility without weighing them on their entrance to and exit from the Facility.
For the purpose of recording and reporting, if those vehicles have been previously weighed at an alternative facility (i.e. the WTS or HWRC they originated from) the recorded weight at those facilities will be taken as valid.

The failure of all four weighbridges at the same time would therefore not compromise our ability to carry out the Services.

In the scenario in which vehicles will access the Facility unweighed and no weight record from another facility is available, each load will be manually recorded with a weight equalling the average load recorded for each particular vehicle. In this case only, the Contractor will not account those loads as treated Contract Waste, except for the means of comparing the actual level of Contract Waste vs. Guaranteed Minimum Tonnage. For the avoidance of doubt, this means that whilst these loads will count towards Guaranteed Minimum Tonnage, no gate fee will be payable.

20. Recording of loads

The weighbridge control system will provide the following functionality:

Registration of vehicles authorised to enter the Facility

Automatic number plate recognition

Recording of time in and time out

Recording of waste weight

Administrative functions, including summarising weighbridge data on a daily basis and retaining weighbridge records for seven years

Exporting of data in standard formats, eg Microsoft Excel or Crystal Reports, and providing printed reports as required.

The weighbridge system will be equipped with computerised data logging and transmission equipment.

Data recorded for each transaction will include:

Transaction date

Origin – ie council, HWRC, etc
Sequential transaction number (or weighbridge ticket if different)  
Tier 2

Site name  
Tier 2

Licence number  
Tier 2

Description of waste in accordance with the European Waste Catalogue  
Tier 2

Time weighed in  
Tier 2

Vehicle registration  
Tier 2

Driver's reference  
Tier 2

Transfer note number, if issued  
Tier 2

Gross weight  
Tier 2

Net weight  
Tier 2

Actual tare weight  
Tier 2

Time weighed off.  
Tier 2

The system will contain all the data necessary for the Authority to comply with statutory reporting requirements through Waste Data Flow or similar.  
Tier 2

The Contractor will provide an internet portal through which the Authority will be able to gain access to all the necessary data.  
Tier 2

The systems will provide an auditable trail for each load of Contract Waste through every stage of the process, from receipt to final processing or disposal to identify, where practical, the processes and destinations applicable to each load.  
Tier 1

Waste records kept will be suitable for:  
Tier 2

Compliance with the provisions of any waste management licence  
Tier 2

Pollution Prevention and Control Permit, and Environment Agency authorisation.  
Tier 2

The Contractor will keep any additional waste records that might reasonably be requested by the Environment Agency or by the Authority.  
Tier 2
Drivers of Authorised Vehicles delivering Contract Waste will be provided with a weighbridge ticket containing the following information.

Time and date of arrival at site
Vehicle registration
Waste type
Tipping or loading destination to which the driver has been directed
Vehicle incoming weight
A barcode to identify the load.

21. Turnaround times

The Contractor will deliver in respect of the MT Facility an average daily turnaround time of 20 minutes or less for all Authority nominated vehicles, with no turnaround of more than 30 minutes on any single visit.

The Contractor will deliver in respect of the EfW Facility an average daily turnaround time of 30 minutes or less for all Authority nominated vehicles, with no turnaround of more than 40 minutes on any single visit.

22. Incapacitated Vehicles

An incapacitated vehicle will not be considered in respect of the Schedule 4 (Performance Framework) turnaround time. Any Authorised Vehicle hindered by an incapacitated vehicle shall have its contribution similarly suspended with regard to the Schedule 4 (Performance Framework) turnaround time.

Any vehicle that has been quarantined as a result of radiation being detected in the vehicle, will not be considered in respect of the Schedule 4 (Performance Framework) turnaround time, even if access to the Facility is finally granted to the vehicle after a second reading.

The Contractor will undertake reasonable efforts to remove any incapacitated vehicle that is deemed to be in an unsafe position, or is hindering the efficient working of the Facility. Reasonable endeavours will be used to ensure that any incapacitated vehicle is not subsequently damaged, but the Contractor takes no responsibility for any incapacitated vehicle that is moved due to being deemed to
be in an unsafe position or hindering the efficient working of the Facility.

23. Traffic control and safety

All waste reception and handling areas will have traffic control and safety barrier systems, including traffic lights and LED displays, registration and recording systems and identification systems. Individual vehicles will be instructed to use particular bays.

24. Road cleaning

The Contractor will institute a road cleaning regime. The Contractor will employ a road sweeper on both sides of the A168 at least once a month, one mile in both directions from the Facility, to minimize the potential impact of vehicles arriving at the Facility.

25. Tipping Hall

**There will be six tipping bays for the MT Facility and four tipping bays for the EFW Facility.**

These bays will accept Contract Waste from direct deliveries by all Authorised Vehicles

A 'kick wall' will prevent Contract Waste spilling onto the tipping hall floor, and a mobile washing unit will cleanse vehicles in the case of contamination.

In the tipping hall, LED indicator boards above the MT and EFW discharge bays will display the registration numbers of vehicles tipping at each bay.

Lighting will comply with current standards. Buildings and external lighting have all been designed to minimise leakage and light pollution.

Tipping hall drainage will be separated into

Waste contaminated water, which will be taken to the AD Facility, and

Grey water, which will be oil intercepted and will go to a common storage point to be used on ash cooling.

**The tipping hall will be fully enclosed and kept under a negative pressure to minimise noise pollution and odours.**

Ventilation will be achieved through forced intake from the reception area to the treatment areas providing combustion air to the EFW Facility, guaranteeing
sufficient air changes to prevent odours from escaping.

A secondary system will operate during EfW Facility outage. This system will vent exhaust air to atmosphere through a short stack.

Fire suppression equipment will be located at the entrance to the Facility and around the perimeter of the tipping bays.

The provision of mist-air systems in the tipping hall is optional and the Authority confirms its consent to the Contractor omitting mist-air systems in the tipping hall from the Project without any further requirement to submit the same for review under the Review Procedure and/or as a Contractor Change through Schedule 21 (Change Protocol) provided that the implementation and any consequential impact of such omission is at the Contractor's risk and expense.

26. Storage capacity

If no processing takes place, the storage capacity is equivalent to 7 days of waste.

27. Reception and Transfer Contingency Arrangements

In the unlikely event that the entire Facility becomes totally unavailable then the Contractor will continue to accept Contract Waste at the Facility as normal. The Contractor will be responsible for the bulking and transfer of all incoming waste to alternative facilities for the duration of the period for which the Facility remains unavailable.

To cover against the most unlikely event that the entire Facility becomes completely unavailable AND the tipping hall becomes inaccessible for some reason the Contractor will maintain a schedule of alternative locations to which the Authority can deliver Contract Waste. Alternative delivery locations will be held available for use immediately upon the Facility becoming inaccessible. The Authority, their representative and subcontractors will be notified immediately in this event.

An event that requires the Facility to be completely closed to incoming Contract Waste is likely to be an emergency occurrence and the Contractor are unable to guarantee notice to the Authority so the Contractor's staff will be dispatched to the closest possible reception point in order to manage any vehicles that arrive at the Site.
The Contractor will then be responsible for transfer of all incoming Contract Waste to the contingency delivery points for the duration of the period for which the Facility remains unavailable.

Where forwarding of waste during unplanned outage from the Facility is required, the following process will be adopted:—

Incoming wastes will be tipped into the bunkers and if the bunkers are not available, onto the floor of the tipping hall in front of the bunkers.

Suitable bulker vehicles will be hired in for the transport of material off-site to alternative facilities.

Loading of bulkers will be by onsite or hired-in mechanical shovel in a basic waste transfer operation.

The overhead waste cranes will be utilised for loading bulkers in the designated reject waste and crane set areas. If needed these will be augmented by:

hired-in grab crane that will be used to load/unload material from the waste bunkers onto the tipping hall floor.

28. Shift patterns

The shift patterns will be:

MT Facility:

Two 8 hour shifts Monday to Friday

One 8 hour shift on a Saturday.

There will be one shift from 8am until 4pm, and another shift from 4pm until 12pm during the week, and one 8am to 4pm shift on a Saturday. The eight-hour shift will allow for seven hours of waste processing, plus an additional hour at the end of the shift for cleaning operations. This shift pattern allows a third shift to be included if required, ie for maintenance or ‘catch up’ processing of waste.

AD Facility:

There will be one shift from 8am until 4pm, Monday to Saturday, although the plant will be operational for 24 hours a day, 7 days a week and will be running in automatic mode. During the daily shift, a technician will monitor and ensure the
adequate functioning of all equipment. Outside of the shift hours, the plant will be monitored from the EIW control room.

**EIW Facility:**

Three 8-hour shifts per day  

The shifts will start at 6am, 2pm and 10pm.

**29. Use of spare capacity**

The Authority requirement for waste disposal will be continually monitored and an assessment made for the following years operation.

If required, spare capacity could be used to either treat additional HWRC waste, which would be sent directly to the EIW Facility, or kerbside collected material, which could be passed through the MT and AD Facilities to extract recyclables before being sent to the EIW Facility.

Any excess capacity will be sold in a combination of longer term and spot market contracts to commercial and industrial waste suppliers.

**30. Mechanical Treatment**

In the MT Facility, the Contract Waste will undergo a series of physical treatments, with the objective of separating the waste into fractions suitable for biological treatment (AD), recycling and energy recovery. To this end, the incoming mixed waste is separated into the following fractions:

- **Fine or organic fraction** – this is the material, rich in organic material and free of metals and the majority of plastic. This is the feedstock to the AD.

- **Light fraction** – this is the stream from which the majority of plastics and paper are extracted. The materials extracted from this fraction will be:
  - **Plastics** – through mechanical, electronic or optical separation
  - **Papers** – through mechanical, electronic or optical separation
  - **Metals** – ferromagnetic and non-ferrous – through magnetic and eddy current separation

Once these fractions are extracted, the stream will be combined with the reject
heavy fraction material and in normal operation sent to the EfW Facility.

Residual Heavy Material – this is mainly inert material, stones and broken glass, and is the stream from which the organic fraction is mainly extracted. The stream will be combined with the reject light fraction material and sent to the EfW Facility.

Ferrous Metals – ferromagnetic metals extracted from the waste and segregated for recycling. To the extent reasonably possible, these will be segregated not only from the light fraction but also from the organic fraction and the residual heavy fraction.

Non-Ferrous Metals – all other non-ferrous metals extracted from the waste and segregated for recycling. To the extent reasonably possible, these will be segregated not only from the light fraction but also from organic fraction and the residual heavy fraction.

Reject Material – a very small fraction, consisting mainly of large bulky items removed manually in the sorting cabin, is normally sent to landfill, if not appropriate for combustion.

31. MT Facility Unavailability

The MT Facility has two identical, parallel treatment lines, allowing independent operation.

If a line needs to be taken out for maintenance or because of equipment failure, the Contractor will operate the single line on a continuous basis, as necessary to provide the service

At least two complete sets of repair parts for conveyor belts will always be available on Site.

In the event of a malfunction, the AD Facility will remain fully operational as the organic selection trommel will still function in this operational mode.

The other equipment used in the MT process is bypassable (e.g. all overbelt magnets, eddy current separator (ECS) and near infra-red (NIR) units). Therefore, both lines will remain operational if any one of these items develops a fault.

There is one conveyor belt that diverts all refuse to the EfW Facility and is
integral to maintaining correct and efficient operations. Both lines share this conveyor belt and thus, in the event of a breakdown, the MT and AD Facilities would be totally unavailable. As a result, and as detailed in our maintenance plan, the conveyor belt will be subject to regular, stringent preventative maintenance to ensure its ongoing operation and reliability.

Finally, in the unlikely event of total MT Facility unavailability, Contract Waste will still be treated on Site as long as the EfW Facility remains operational.

32. Ferrous metal

Ferrous metals, to the extent reasonably possible, are extracted in the MT Facility and from the bottom ash in the EfW Facility using overband magnets.

The Contractor estimates that around 1,800 tpa of metal will be extracted from the IBA and will be recycled.

The ferrous metals separated within the MT Facility will be baled using a specialised baling machine, or placed within skips.

The ferrous metals will be loaded into vehicles for transport away from Site.

The Contractor will use local markets for the recycling of ferrous metal wherever possible.

The Contractor will not supply the material to companies which ship the material overseas unless there are no other more economical options available.

33. Non-ferrous metal

Non-ferrous metals are extracted from the MT Facility via eddy-current separators or similar electronic equipment.

The non-ferrous metals separated within the MT Facility will be baled using a specialised baling machine.

The non-ferrous metals will be loaded into vehicles for transport away from Facility.

The Contractor will seek to use local markets for the recycling of non-ferrous metal wherever possible.
The Contractor will not supply the material to companies which ship the material overseas unless there are no other more economical options available.

34. Plastics

High Density Polyethylene (HDPE) and Polyethylene Terephthalate (PET) plastic are extracted in the MT Facility by optical/pneumatic separators or similar equipment. This machinery has the ability to identify specific plastic types. The following plastics are likely to be the most common and therefore, as far as is reasonably practical, will be separated at this phase:

HDPE bottles, both natural & coloured (e.g. milk bottles, detergent bottles, bleach, cleaners, shampoo bottles)

PET bottles (these will mainly be clear or blue tinted but will also contain a percentage of green, heavy blue and other coloured PET bottles, e.g. fizzy drinks, water bottles and salad trays).

_The extracted plastics will be separately collected in two separate bunkers with a walking floor that will alternatively feed a baler for each recycled plastic flow. This baler will compact and bale the plastic material for ease of onwards transport. The baled plastic will be stored while awaiting transport._

_This material will be transported from site to a plastics recycler._

The Contractor will seek to use local markets for the recycling of plastic materials wherever possible.

The Contractor will not supply the material to companies which ship the material overseas unless there are no other more economical options available.

_There is also potential to increase the recycling rate by extracting a lower quality, mixed plastic stream within the MT process. The Contractor will monitor the development of this market and, should it become economic to do so, will exploit the flexibility of the NIR sorting devices to extract this plastic material. The Contractor will determine the quality requirement through dialogue with suitable reprocessors._

35. Paper and card

Paper and card will be fed onto the AD process. The Contractor will recycle high quality paper and card from the residual waste stream if reasonably possible. The
paper and card will be removed from the waste stream at several points throughout the process:

Large pieces of paper and card will be manually removed at the bulky materials sorting cabin

Smaller pieces of paper and card will be automatically removed by both NIR units. Paper and card from the ultra-light flow will either be recycled or fed into the Anaerobic Digester, as demanded.

*The extracted paper and card will be collected in a bunker with a walking floor, which will feed a baler when enough paper has been stored in it. This baler will compact and bale the paper and card for ease of onwards transport.*

36. Market Unavailability

All recyclates will be commercialised through the Works and Operating Sub-Contractor. In the unlikely case of not being able to find a market for these products, the Works and Operating Sub-Contractor will be responsible for finding alternative disposal facilities.

*In the unlikely event of failing to secure or maintain a market for the end of process materials produced at the Facility, the Contractor will adopt one of the following three options in order of preference.*

**Option 1: Alternative reprocessors - maintaining a number of reprocessors will allow us to achieve market availability, competitive prices and a broad spectrum of end users.**

**Option 2: Storage - should there be no reprocessor available for more than 30 days, the Contractor will dry-store the end of process recylcate materials. The Contractor will identify a number of suitable locations that will enable us to store materials on a short-term basis.**

**Option 3: Reprocess through the EfW Facility – should there be no reprocessors or material storage capacity available, and in the unlikely event that this situation impacts on our ability to process waste at the Facility, the Contractor will divert the normal recycled waste materials through the EfW Facility.**

37. Rejected material from MT Facility

This material is manually extracted at the bulky material sorting cabin, when it
cannot be treated in the EfW or MT Facility. These rejects are likely to consist of items such as furniture and mattresses etc.

This material will be stored within the designated area. The material is stored here until transport is arranged for onwards disposal, with agreement from the Authority's representative. Where possible, this material will be recycled, otherwise it will be necessary to dispose of it as appropriate.

38. Anaerobic Digestion Facility

Biogas will be produced by a dry anaerobic digestion system.

The AD Facility will be fully automatic in its operation. The control and measuring system of the plant consists of a programmable logical controller (PLC) and PCs, connected to each other by means of a network.

The anaerobic digestion will take place at a dry solids content of 35 – 45% and a temperature of 48 – 55°C.

The average retention time in the digester will be about 20-25 days.

In the gas engines, the biogas will be combusted to produce electricity. The exhaust gases of the engines will be used in a steam generator to produce the low pressure steam necessary for the anaerobic digestion process.

In emergency cases, when the gas valorisation units are not functioning, or in case of a biogas surplus, the biogas will be burned off in the flare.

For the gas engine stacks, the following parameters will be monitored and recorded continuously using Continuous Emissions Monitoring Systems (CEMS):

Oxygen

Carbon monoxide

Nitrogen oxides.

Volatile Organic Compounds (VOCs)

Sulphur Dioxide (SO2)

The water vapour content, temperature and pressure of the flue gases will also be monitored. The emission concentrations can then be reported according to the

The continuously monitored emissions concentrations will also be checked by an independent testing company at frequencies agreed with the Environment Agency.

39. Anaerobic Digestion Plant Unavailability

The overall Facility will be capable of operating without the AD Facility. If required, all Contract Waste can be transferred from the MT Facility directly to the EFW Facility.

If a malfunction of the AD Facility means that organic waste feeding into it needs to be stopped, the Contractor will take the AD Facility out of operation without impacting on the MT Facility’s ability to accept and process the entire Contract Waste stream.

The biogas combustion engines can also be bypassed by sending all produced biogas to the emergency flare. This will switch to biogas combustion automatically in case of shutdown of either or both engines. Partial unavailability will therefore not impact on the overall Facility. The AD Facility can also be operated in a ‘hibernation’ mode, allowing the process to remain ‘live’ with limited or no new organic material input.

40. EFW Facility

All waste remaining after the MT and AD processes will be treated at the EFW Facility, so long as the EFW Facility is available.

Contract Waste will fall from the feed hopper onto the roller grate, which comprises banks of reciprocating grate bars.

The storage volume of the hoppers and the chutes corresponds to a flow of at least 60 minutes of waste under nominal operating conditions.

The column of waste matter contained in the chute, and the light depression maintained by the draft in the combustion chamber, provides enough restriction to prevent the backflow of sludge or flue gases into the storage area.
The grate of the furnace is made up of six hollow cylindrical rollers of 1.5m diameter. The rollers are arranged one behind another and form a slope with appropriate gradient (20°).

Primary combustion air will mainly be extracted from within the tipping hall and is fed in below the waste through the grate bars.

Auxiliary low sulphur gasoil burners or equivalent fuel source will be fitted for start-up sequencing and to maintain combustion temperatures.

The temperature inside the furnace is raised up to 850°C by means of start up of two burners, one at the front and one at the rear of the furnace.

When the temperature of 850°C is reached in the combustion chamber, the regulation enables the feeder to introduce the waste into the furnace.

The combustion continues and is completed on the fifth and sixth roller, the last roller also helps to cool down the bottom ashes (T < 500°C).

Each blow box is fitted with an ash removal hopper and chute, which are all connected to the bottom ash conveyor.

Ash will be transported by the grate to the bottom of the furnace and into a water-filled quench pit.

**A vertical secondary combustion chamber is located above the grate, which is sized to ensure that the hot combustion gases remain at a temperature greater than 850°C for more than two seconds.**

Urea is injected into the furnace to reduce oxides of nitrogen (NOₓ) into oxygen and nitrogen.

Steam generating boilers will be located at the exit of the flue gas from the main chamber. The steam is fed to a steam turbine which generates electricity.

Water for steam generation is taken from the public water supply and treated prior to use in the boilers.

Steam is condensed and recycled to the boiler.

The steam will be condensed in an air cooled condenser which is capable of
taking the full load from the boiler, to allow for continuous operation of the EfW Facility.

Flue gases pass from the boiler to the gas cleaning equipment.

The gas will enter a reaction duct where dry lime or other suitable materials reacts with and neutralises the acid gases.

Activated carbon or other suitable material will be injected into the duct preceding a bag filter to absorb (primarily) dioxins, other volatile organic compounds (VOCs) and heavy metals.

The lime injection rate will be controlled by upstream measurement of hydrogen chloride (HCl), optimising the efficiency of gas scrubbing and lime usage.

Nitrogen oxides (NOₓ) abatement is achieved by the use of selective non-catalytic reduction (SNCR). The SNCR system is based on the injection of urea into the furnace chambers, before the boilers and lime and carbon injection, and also before the gas passes to bag filters.

Bag filters are used to remove the fine ash, plus excess and spent lime and carbon, as the gases pass through the bag filter fabric.

Reverse pulses of compressed air are used to remove the accumulated particulate matter from the bags. The Air Pollution Control (APC) residues will fall into a collection hopper and are then conveyed to the storage silos.

The cleaned gases will then be discharged to atmosphere via the stack.

A steam turbine generation set will receive the steam at high pressure and temperature and exhausts it, generating electricity.

An associated condenser and vacuum system condenses the turbine exhaust steam by dissipating the remaining thermal energy to atmosphere via the air-cooled condensers.

The resulting water is returned to the boiler for re-use.

41. Reagents storage

Iron chloride, for use in the AD process, will be stored adjacent to the digestate pump in the MT hall. There is sufficient capacity within the vessel for the AD
process to run for 30 days without further delivery.

Process water, for use in the AD process, will be stored adjacent to the iron chloride storage tank. There is sufficient capacity within the vessel for the AD process to run for 3.5 days without refilling.

There are two lime silos for EfW flue gas treatment located in the EfW building adjacent to the active carbon silo. The silo, provides sufficient storage for the EfW Facility to operate continuously for 7 days total without a delivery.

There is a single activated carbon silo for EfW flue gas treatment located within the EfW building adjacent to the lime silo. The silo, provides sufficient storage for the EfW Facility to operate continuously for 21 days without a delivery.

Urea, for EfW flue gas treatment, is stored within a vessel located in a dedicated room on the eastern edge of the EfW building, providing sufficient capacity for the EfW Facility to operate continuously for 10 days without a delivery.

Fuel oil is stored within a vessel located with the emergency diesel generators within a dedicated room on the eastern edge of the EfW building. This vessel contains up to 75m³.

The Facility has demineralised water tanks located on the western edge of the EfW building near to the APC residue silos. These tanks have a storage capacity of at least 50m³ each.

There are compressed air tanks located on the western edge of the EfW building near to the APC residue silos.

42. Flue Gas Treatment

The entire system will comply with the Waste Incineration Directive.

The flue gas treatment is mainly composed of two stages:

- DeNOx SNCR treatment (Selective Non-Catalytic Reduction): In the first pass of the boilers, a reactant (urea) is injected in the flue gas for the selective reduction of the nitrogen oxides (NO + NO₂ = NOₓ) in molecular nitrogen N₂.

- Dry type flue gas purification: At the boilers outlet, solid reactants are injected into the duct to neutralize acid pollutants (HCl, SO₂, HF) and
dioxins / furans and heavy metals.

The Contractor will employ bag filters that have a high filtration performance and an automatic and online cleaning system, consisting of a compressed air pulse-jet.

The bag filters are designed with several compartments, pre-heating units and a bypass duct. The operating temperature of the bag filter is around 140°C.

At maximum continuous rating (MCR), it is designed with a maximum filtration velocity of around 0.85 m/min when all compartments are operating, and max of around 1.15 m/min when a compartment of the bag filter is isolated.

As the DeNOx system is of SNCR type, the bags are 100% PTFE. The admissible temperature for the bag material is around 230°C. The bag is held by a gasket made of stainless steel wire.

The solid particles of the flue gas settle on the outer surface of the bag and form a layer of filtration.

This layer has a filtering capacity linked to a lower porosity than the bag itself, which allows the capture of thinner particles, including heavy metals.

The thickening of the layer, as the filtration occurs, causes an increase of the pressure loss of the bag filter. Consequently, the bags are automatically cleaned by “breaking down” all or part of the layer. These residues of filtration are collected in a hopper located at the bottom of the filter to be removed.

The cleaning of filtering elements is performed by means of compressed air, while the filter is in operation.

The compressed air used is dry and oil-free, pressure reduced to 4 bar. The opening of the electro-pneumatic actuators is made by a short impulse. With one jet pulse, a complete row of bags is cleaned up. The sequence of the cleaning is done to clean rows that are not close together.

**The complete bypass of the APC unit is not allowed.**

The APC system has been design so that upgradeability for a future Selective Catalytic Reduction (SCR) De-NOx system has been allowed for in the design, as well as upgradeability of the flue gas monitoring sensors.
43. Air pollution control measurements

The following parameters at the EfW stack will be monitored and recorded continuously using a CEMS:

- Oxygen
- Carbon Monoxide
- Hydrogen Chloride
- Hydrogen Fluoride
- Sulphur dioxide
- Nitrogen oxides
- Ammonia
- VOCs

Particulates.

The continuously monitored emissions concentrations will also be checked by an independent testing company at frequencies agreed with the Environment Agency.

There will be one duty CEMS and one stand-by CEMS, with its own probe. This will ensure that there is continuous monitoring data available even if there is a problem with the duty CEMS system.

The following parameters will also be monitored for the EfW Facility by means of spot sampling, at frequencies agreed with the Environment Agency:

- Heavy Metals
- Organic Compounds
- Dioxins and furans.

*The methods and standards used for emissions monitoring will be in compliance with the Environment Agency’s Guidance Note S5.01 and the Waste Incineration Directive.*
In particular, the CEMS equipment will be certified to the Environment Agency’s Monitoring Certification Scheme (MCERTS) standard and will have certified ranges which are no greater than 1.5 times the relevant daily average emission limit.

The frequency of periodic measurements will comply with the Waste Incineration Directive as a minimum. The flue gas sampling techniques and the sampling platform will comply with Environment Agency Technical Guidance Notes M1 and M2.

The following table will be populated as a result of air quality monitoring for the gas engine stacks and EFW stack.

<table>
<thead>
<tr>
<th>Emissions</th>
<th>Gas engine 1 stack</th>
<th>Gas engine 2 stack</th>
<th>EFW Stack</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Emission Rate</td>
<td>Emission Rate</td>
<td>Emission Rate</td>
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<tr>
<td></td>
<td>(g/tonne emissions)</td>
<td>(g/tonne emissions)</td>
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<tr>
<td>Oxygen</td>
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<tr>
<td>Oxides of nitrogen (as NO2)</td>
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<tr>
<td>Sulphur dioxide</td>
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<td></td>
<td></td>
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<tr>
<td>Carbon monoxide</td>
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<td></td>
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<tr>
<td>Particulates (PM10)</td>
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<tr>
<td>Hydrogen Chloride</td>
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<tr>
<td>Hydrogen Fluoride</td>
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<td>Ammonia</td>
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<td>VOCs</td>
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<td>Mercury</td>
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<tr>
<td>Cadmium and Thallium</td>
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<td></td>
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<tr>
<td>Other Metals</td>
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</tr>
<tr>
<td>PAHs (as B(a)P)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dioxins and Furans</td>
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</tbody>
</table>

44. Energy production

The turbine is designed to accept the variations of thermal load and steam conditions which can be met within the combustion diagram range.

In case of shut down of the turbine, the live steam is routed to the turbine
bypass station to the steam condenser. This means that waste can be processed even during turbine outage, thereby maintaining the EfW process.

A voltage of 11 kV is delivered at the generator terminals.

45. Electricity export

Energy generated from both the AD and the EfW Facilities will be sold to licensed electricity suppliers over distribution networks serviced by Distribution Network Operators (DNOs).

Energy generated from both the AD and EfW Facilities will receive Levy Exemption Certificates (LECs). These accompany the electricity when it is sold to the supplier.

The energy generated from the AD Facility will create additional income through the Feed-in Tariff for eligible renewable output available pursuant to the Energy Act 2013. The Contractor will sell all of the electricity generated by the AD Facility, instead of using a percentage of this power to provide the parasitic load of the Facility. This will make best use of the amount of qualifying power for the Feed-in Tariff, maximising the additional income.

The EfW Facility generates approximately 25 MW net electricity, which can be exported to the DNOs.

The AD Facility generates approximately 1MW net electricity, which can be exported to the DNOs.

*The Contractor will sell the energy generated by both the AD and the EfW to the same supplier.*

The amount of power generated by the EfW Facility is sufficient for the Facility to be classified as “recovery” under the revised Waste Framework Directive (20th October 2008)

46. Incinerator bottom ash

The EfW Facility will produce Incinerator Bottom Ash (IBA), a solid residue remaining after incineration, and this will be collected from the end of the grate.

*The Contractor will reprocess the IBA into IBA aggregate (IBAA), and not use landfill facilities as the primary method of disposal.*
Ferrous metals will be extracted from the IBA for recycling, leaving the IBA to be reprocessed into IBAA.

**Following extraction of the ferrous metals, the IBA, will be reprocessed to IBAA**

Any excess IBA or that which fails to meet the required specification will be transported to and disposed of at a landfill site.

**Disposal of residues to landfill will comply with all relevant legislation. In particular, the bottom ash will comply with the Waste Incineration Directive criterion of Total Organic Carbon of less than 3% or LOI <5%**.

Compliance with the TOC criterion will be demonstrated during commissioning, and will be checked at periodic intervals agreed with the Environment Agency throughout the life of the EfW Facility. Testing for TOC will be conducted by an independent laboratory.

47. **Air Pollution Control (APC) residue**

The EfW Facility will produce Air Pollution Control (APC) residue. This material is made up of fly ash, which is collected in the filters of the flue gas treatment plant, as well as spent reagent products (lime and activated carbon). The Contractor will landfill APC residue. However, the Contractor will continue to explore opportunities for re-processing APC to increase landfill diversion rates.

Any findings on market research for APC reprocessing opportunities will be reported in the annual report.

The APC residue will be collected by vehicles which are specifically designed to transport this material, and then sent to a disposal site. APC residue is considered hazardous and must be disposed of in a suitably regulated hazardous waste facility.

48. **EfW Facility Contingency Arrangements**

The EfW Facility contains two parallel and identical treatment streams, allowing independent operation.

The turbine is bypassable as the air-cooled condensers are designed to condensate 100% of the steam produced in the boiler at full operation. Therefore, in case of a turbine fault, the Facility will still be able to treat all of the
Contract Waste.

Critical equipment, including pumps, fans and compressors, and common services are duplicated to provide full run and standby operation (2 x 100% or 3 x 50%).

The EFW Facility is specified to switch automatically to island mode in the event of loss of grid connection. In this situation, the generator would only supply sufficient power to support the plant parasitic load and the excess steam would be bypassed to the dump condenser.

An outage of more than two weeks on a single line, or one week for the entire Facility, may require the waste input being redirected to alternative disposal facilities. The Contractor will use landfill for the short-term waste diversion, on the basis that this will not pose a risk to the Authority in terms of infraction penalties from the landfilling of BMW. If there is a risk of failing on the 80% BMW diversion target, Contract Waste will be sent to a third party facility for treatment.

The Contractor will maintain and implement an extensive contingency manual that will cover all aspects of the EFW process, including every piece of equipment from pumps and valves to grates, the flue gas treatment system, ACC and Turbine.

49. Partial Unavailability

**Partial unavailability will not impact on the Authority’s ability to deliver Contract Waste to the Facility.**

Partial unavailability due to mechanical failure of components will be managed by one of the maintenance teams identified for the Facility. The Contractor will keep stock items for two years’ worth of manufacturers’ maintenance requirements where practical. Repairs will be undertaken in-house where practical, with the exception of specialist repair work which will be undertaken by the equipment manufacturer.

50. Total Unavailability

**Only in circumstances where there is simultaneous malfunctioning of both EFW furnaces for more than seven days is there a potential for the site to be totally unavailable.**
In the unlikely event of total MT Facility unavailability, the Contractor will deliver all the waste to the EfW bunker for combustion.

In the event of AD Facility unavailability, the AD Facility will be bypassed while the MT and EfW Facilities will remain operational.

In the event of the EfW Facility being unavailable for a period longer than which the storage capacity at the Facility will allow us to receive waste, the Contractor will process all waste at the MT Facility and move all refuse to an alternative facility.

The Contractor will maintain a list of alternative treatment venues. This list will be updated on a six-monthly basis, with shortlisted and agreed alternate treatment facilities available at all times. The Contractor will maintain the Facility as the delivery venue to minimise the impact on the Authority. From the Facility, the Contractor will operate a waste transfer service to alternative treatment facilities.

An outage of more than fifteen days in one line of the EfW ("partial unavailability") may require Third Party Waste being diverted from the Facility. This will ensure the Contractor is able to prioritise and process all of the Authority's Contract Waste by using the spare capacity from the remaining furnace. An outage across the entire Facility ("total unavailability") of more than seven days would result in the Contractor transferring the Contract Waste input to alternative facilities.

During any times of unavailability, the Contractor will notify the Authority of the need to divert waste to an alternative site at least 24 hours before doing so where practical. The Contractor will accept full responsibility for the onward transfer of Contract Waste to alternative sites.

If no alternative EfW Facility is available, the Contractor propose using landfill for the short-term diversion of waste, on the basis that this will not pose the risk to the Authority of infraction penalties from landfilling BMW. If there is a risk of failing to meet the 80% BMW diversion target, the Contractor will avoid landfilling where practical and identify other alternative third party facilities for treatment.
51. Contingency Plan Review

The Contingency Plan will be subject to regular review. This will confirm that the procedures the Contractor adopts in response to partial or complete unavailability of any part of the Facility remain valid.

The operational Contingency Plan will be developed during the construction period so that it is in place in advance of the first day of operation of the Facility.

52. Operating Manuals

Prior to the Facility being operational, detailed operational procedures sheets will be produced for each one of the operatives. These sheets will contain all of the operations the operative has to perform.

53. Not used

54. Preventive Maintenance Programme

**The Contractor will produce and operate a comprehensive Preventive Maintenance Programme (PMP).**

The PMP will take account of the known failure modes and frequencies of individual plant components, based on our analysis of their life cycles. Further, it will reflect the maintenance periods recommended by the equipment manufacturers and suppliers, as well as statutory intervention periods.

The PMP will cover at least:

- All fixed plant and equipment – EfW, AD, MT etc
- External areas of the facility, including the outer enclosure fencing
- Internal areas of the facility – roads and pavements, lighting etc
- Outdoor and indoor hard and soft landscaping and planting
- Warehouses and buildings, including inspection patterns for anticipated corrosion points on their surface
- Mobile equipment and machinery
- Pools, water purification, bio-filters etc
The Contractor will produce separate maintenance manuals for the three main plants that make up the Facility:

- Mechanical Treatment (MT) Facility
- Anaerobic Digester (AD) Facility
- Energy from Waste (EfW) Facility.

55. Computer Aided Maintenance Management System

The Contractor will operate a Computer Aided Maintenance Management (CAMM) system to control all maintenance operations within the Facility. Its functionality will include organisation of assets, planning, allocation and delivery of preventive and corrective maintenance actions, and warehouse management (stock control and ordering, supplier management etc). The CAMM system will also generate all necessary works orders, records, reports etc.

The CAMM application will be an advanced commercial application, customised to the specific requirements of the Facility.

As well as governing all maintenance operations it will allow for the future modification of plant and equipment. The main modules or functions of the CAMM system will be:

- **Asset management, including**
  - Asset identification and location
  - Asset technical data, eg serial number, model, manufacturer, date of manufacture or purchase etc
  - Asset maintenance records
  - Analysis of the cause of any asset failure.

- **Preventive maintenance management, including**
  - Automatic generation of work orders (WOs) and inspection bulletins
  - Scheduling of preventive maintenance actions via parameters such as asset type; asset location; assigned work group or operator; or asset condition
Rapid display of the state of all the preventive interventions that are either in progress or scheduled, plus historical information on maintenance actions that have been closed out.

- Corrective maintenance management, including
  - Statistical analysis of the cause of asset failure and or type of intervention.
- Warehouse management, including spares and stock control
- Procurement
- Workforce management.

56. Maintenance Team

The maintenance team will operate on a shift system providing 24 hours per day 365 days per week cover to the Facility.

Split into two main teams, concentrating on the Mechanical and Biological treatment (MT and AD Facilities) and the EIW Facility respectively. The individuals however will be fully trained and multi skilled and therefore mobile across the Facility should help be needed in another area.
During the planned annual maintenance periods, they will be augmented by teams from the suppliers as reasonably required in order to minimise stoppage periods.

57. Organisational Structure

The chart shown below display the typical staffing structure that will be adopted at the operational stage of the project.
The Facility will employ circa 70 people when fully operational. The chart shows proposed staffing levels, which are designed to take into account and accommodate holidays, illness and staff churn by providing in-built flexibility to cover such eventualities.

The Contractor will identify and recruit people in good time, allowing them to train on site, visit similar facilities and be inducted into the Contractor's operations.

To fulfill the requirements for the Contractor's operations staff, the Contractor will recruit:

A General Manager, to head a team of sector managers. The role involves representing the Contractor in discussions or negotiations with local and national organisations, compiling an operations report each year and dealing with financial decisions such as investments and asset allocation.

A Business Manager, who will deal with finance, accounts, reporting requirements, sales and the management of recyclates, commercial and industrial waste and the IT function.

A HSEQ and Compliance Manager will cover planning and permit issues, will test equipment such as flue emissions and will handle Health and Safety matters. The Contractor would look to employ this individual prior to construction as a manager of the CDM process.

An Operations Manager will be responsible for the day-to-day operations.

A Communications Manager, to deal with community relations, responses to complaints, liaison with local schools, running the interpretation and visitor centre and providing tours around the Facility.

The Asset Manager, who will take responsibility for the servicing, maintenance and repair of the Facility.

During commissioning the suppliers will provide the operational workforce, augmented by the Contractor's own staff. The Contractor will not take full control of any processing until the Facility Take Over Tests have been completed.
58. Waste Management Training

Employees at the Facility will be encouraged and supported to take WAMITAB (Waste Management Industry Training and Advisory Board) courses to gain Certificates of Technical Competence (COTCs) in waste management.

The Contractor will employ at all time appropriate COTC holders as required by the PPC permit and aim for many of its employees to gain COTC awards, particularly the site managers and shift leaders, who should all work towards certification as part of their ongoing training.

All employees of the Contractor will be trained in all relevant aspects of operational procedures, with appropriate qualifications where applicable. The training will cover Environmental Permit requirements and customer care. Training programmes will be tailored to meet the individual needs of each role. Ongoing training and development needs will be assessed through annual Performance Development Reviews, which are structured one-to-one appraisals between employees and their line manager. All new staff will be assessed for their skills and training needs and personalised training plans will be prepared for them.

All training will be at an appropriate UK recognised level and will be supported by practical work experience in UK and European facilities.

59. Recruitment Policy

The Contractor will attract, recruit and retain people on the basis of individual merit, ensuring they receive no less favourable treatment on the grounds of race, nationality, ethnic or national origin, religious belief, sexual orientation, gender, age or disability.

All vacancies other than roles which are commercially or internally sensitive will be advertised internally, and internal applicants will be considered before external applicants.

For initial vacancies, and when they arise over the lifecycle of the Agreement, the Contractor will aim to recruit from within the local area through targeted methods, building relationships with local employment agencies and unemployment programmes.
60. Generation of Employment

The Contractor will establish links with the Learning and Skills Council initiative and encourage contractors and subcontractors to offer apprenticeships.

The Contractor will also require its contractors and subcontractors to use reasonable endeavours to recruit and train local people. The Contractor will also ensure that its contractors and subcontractors are contractually required to offer a number of apprenticeships to local young people, in particular for those enrolled at local colleges and any local designated Centres of Vocational Excellence specialising in construction.

To promote further local benefits, the Contractor will also liaise with organisations such as Business Link Yorkshire (BLY) to ensure that local contractors and subcontractors are aware of the opportunities to tender for construction work during this phase. BLY is funded by Yorkshire Forward, the Regional Development Agency. BLY operates the Yorkshire Business Directory which allows businesses to find one another based on their location and type of work.

Training opportunities for staff will be available at all levels of employment from basic skills training through to high level management courses e.g. at Warwick Business School.

In terms of recruitment, the Contractor will consider creating apprenticeships which could be filled by students from one of the colleges in the surrounding area, eg York College, Askham Bryan College, Park Lane College (Leeds), Leeds College of Technology. All these institutions provide management and/or engineering courses and modules which could be enhanced with links to the EFW Facility.

61. Equality in Employment

The Contractor will comply with all relevant legislation regarding equality.

The Contractor will develop and abide by a comprehensive suite of employment policies covering all aspects of equality and diversity, including, as a minimum:

Race
sexual orientation

Gender

Age

Disability

gender re-assignment

religion / belief.

These policies will be based on the Contractor's equality and diversity policies, examples of which are available on request.

62. Equality and Diversity Training

All employees will be provided with appropriate awareness training to increase their understanding of equality and diversity issues within the workplace.

The programme will be woven into the Contractor's induction process. All employees transferring to the Contractor will complete the induction programme within six months of joining.

63. Acceptable Behaviour in the Workplace

Every individual will undertake mandatory diversity training within 90 days of joining the Contractor, covering personal responsibilities for behaviour, and increasing their understanding of equality and diversity within the workplace. Further training is provided for those employees who are directly working with external customers, where it is necessary to focus on the individual needs of customers.

The Contractor will not tolerate discrimination of any kind and are committed to promoting equality. The Contractor will remove any cultural or practical obstacles that can prevent people from fulfilling their potential.

64. Performance Monitoring

The Contractor will undertake to provide the Authority with reasonable access, information and assistance necessary for performance monitoring checks.

The Contractor will give the Authority access, at any reasonable time, to the
Site, Facility and records. The Contractor will also give information and other assistance to the Authority as is reasonable to enable them to verify compliance with the financial terms, performance requirements and other obligations or provisions of the Agreement.

The Contractor will preserve all records of waste transactions for a minimum period of seven years after the end of the Authority's financial year in which such transactions were made.

The Contractor will provide an internet-based information portal. This will be configured to give the Authority access to all such information as may be reasonably required by the Authority.

**65. Performance Indicators**

The Contractor will monitor every KPI. Each indicator will have a procedure that defines the indicator, the method of data collection, the people responsible for managing the indicator, ie owner and collator (see below) and actions to be taken to deliver the target level of performance. These procedures will maintain consistency in recording high quality data, and will demonstrate a clear auditable trail.

**66. Responsibility for KPIs**

Each KPI will have an associated owner and collator. The owner will have overall responsibility for the KPI, ensuring its integrity and progress are maintained. All owners will be senior managers. The collator will be responsible for collecting, recording and analysing all data relating to that particular KPI.

**67. Performance Reporting**

KPI information will be monitored, collated and analysed for review on a regular basis, allowing early identification of trends and levels of compliance.

Performance will be reported through our performance dashboard, a specific version of which will be developed and operated for the Project.

For process non-compliance and failure to achieve KPI and measurement targets, the Contractor will issue non-conformances. Review and audit findings, performance measures and non-conformances will be used to analyse trends and identify areas for incremental improvement or best practice.
The dashboard will monitor performance internally within the Contractor against contract specific KPIs, stated strategic objectives and legislative requirements. As a web-based tool, it will be accessible via our extranet for designated Authority staff and stakeholders as appropriate. The dashboard will be updated weekly.

68. Performance Improvement Plans

The Contractor will devise and implement Performance Improvement Plans (PIPs) for each area of operation.

PIPs will be created, owned and reviewed by the KPI owners and collators, working in conjunction with the performance monitoring team.

69. External Audits

The external auditing process will complement the internal systems the Contractor has in place, checking the quality of its in-house auditing to make sure that agreed standards are being met, and assessing its performance as a service provider.

70. Reporting

The operational systems used on the Project will deliver integrated reports to be provided as specified by the Authority in Appendix 1 of Schedule 1 (Authority Requirements):

Within two months of the end of each financial year, the Contractor will submit to the Authority a summary report, independently certified by a certification authority accepted by the legislative and regulatory bodies concerned, covering all of the items listed in Appendix 1 to Schedule 1 (Authority’s Requirements).

71. Contract Monitoring Reports

The Contractor’s performance monitoring system covered previously, together with the data recording and reporting from its operational systems and control processes from its IBMS, will ensure that the Contractor has the information required to:

- make payments under the Agreement
- compare performance against Contract Waste landfill and recycling
targets; and

- ensure information the Authority requires to comply with their waste data reporting obligations is available in a timely manner.

The records will include:

- The weight of material diverted from landfill
- The weight of material recovered and recycled, identified by type
- The amount and description of any Third Party Waste and unauthorised waste sent for disposal
- Data on vehicle movements
- Data on greenhouse gas emissions
- Any other information which the Authority may reasonably require.

As part of the Contractor’s contract monitoring, records will be kept to:

- compare our performance against the authority waste recycling and BMW diversion from landfill performance standards
- verify payment and operational data
- complete statistical returns (CIPFA, DEFRA, Waste Data Flow etc)
- complete submissions in respect of the LATS
- compile performance indicators
- supplement general management information.

72. Integrated Project Plan

The Contractor will develop an overarching Integrated Project Plan which describes the specific health, safety, environmental and quality management practices, resources and activities applicable to the Contractor for the Facility.

73. Quality assurance plan

Registrations will be kept in line with any changes in these or other applicable standards throughout the project.

Assessments will be carried out by British Standards Institute (BSi) or equivalent at key stages and at intervals to be agreed as appropriate with BSi or equivalent.

74. Health and Safety

Where appropriate, the Contractor will adopt the overall management systems operated within the Group. This includes Health, Safety and Welfare Plans.

The Contractor will promote a culture and working environment that results in Health and Safety excellence. The Contractor will remain committed to the standards of BS OHSAS 18001 (or equivalent).

All Health and Safety plans will incorporate the requirements of the Health and Safety at Work legislation as appropriate, as will all operational procedures and processes.

The health, safety and welfare of the workforce, other site users, and the public will be of prime importance in the design of the facilities at the Facility. All equipment will be maintained in safe working order, and will comply with legislative requirements, manufacturer recommendations and industry best practice.

Our Health and Safety Policy is part of our overall IMS. A copy of the policy will be displayed on all Health and Safety notice boards at the Facility, along with a copy of the Site Rules and Conditions, which will also be given to each member of the workforce and visitor.

The Contractor will allocate a minimum of 1 FTE post as HSEQ Advisor for the duration of the Agreement, whose responsibilities will include regularly reviewing the Health and Safety Plan and associated processes, together with providing local advice and support on all Health and Safety issues.

Site specific Sub Activity Risk Assessments (SARAs) will be completed for each task on the Facility.

75. Health & Safety Training

All our workforce will be provided with Health and Safety training as part of an
induction programme, alongside additional training as appropriate, eg CDM Coordinators. Ongoing updates and refresher courses are part of our continuous training programme.

Induction-level Health and Safety training includes the identification of risks and control measures, site specific safety, health and environmental procedures and emergency drills. The Contractor routinely test and record understanding.

The Contractor will develop a competencies-based skills matrix for every role at the Facility. The matrix will show Health and Safety training and competency levels required for each post. Individuals will be assessed against the matrix before commencing any new task. The matrix will include a register of inductions and briefings, and the control measures to be implemented when carrying out tasks.

76. Fire Safety Resources

Prior to Commissioning of the Facility a Fire Plan will be developed. This Fire Plan will cover all risks detected on the Fire Risk Assessment that will be produced prior to the end of construction of the Facility.

The Site has been designed to allow easy access for fire fighting vehicles, and will have a fully integrated fire detection and control system, with detection and control methods tailored to the particular area of the site they serve. The main areas will be:

- external roads and turning areas
- the Visitor Centre and offices
- the tipping hall
- the MT Facility, its waste bunkers and adjacent recyclables storage area
- the EfW Facility, its waste bunkers and its associated plant, including condensers
- the AD Facility
- the electrical plant, including the main substation.

The fixed systems will be fed via a firewater holding tank, unless the town water supply available to the site is found to have sufficient pressure to supply
all or some of the systems at the required rate of flow.

The whole fire protection system will be connected to an emergency power supply. The fire alarm system will be buffered by its own battery set.

As the site is designed for HGV access, hardstanding roadways will be provided around the Site which will give suitable access for fire service vehicles.

A fire ring main will circle the Site with strategically positioned hydrants to serve the external areas, buildings and plant. Hydrants will be provided as agreed with the local Fire Officer. The basic supply from the mains will be as agreed with the local Fire Officer, available at all times.

If the fire main is to be fed from a static tank, a single tank sized in accordance with NFPA 850 will be provided. The tanks will be automatically supplied from a town main(s), controlled by ball valve(s). The capacity of the main(s) together with the contents of the tanks will maintain a flow of water capable of supplying all fixed fire suppression system demands that could reasonably be expected to operate simultaneously during a single 2 hour event as agreed with the local Fire Officer. Each of the firewater supply pumps will be capable of meeting that supply requirement. Each tank will be fitted with isolating valves to enable one tank to be taken out of service for maintenance or repair.

77. Environmental protection measures

The Facility will be operated to the standards, as set out in the Environmental Permit and any conditions attached to a planning permission. Mitigation measures will be put in place so that the Facility complies with all relevant Legislation and Good Industry Practice standards.

**The design of the MT and AD Facilities is such that waste is fully enclosed for the duration of the treatment process.**

Where there is the potential for odour to arise, the activity is not only enclosed, but air-extract ventilated to an exhaust air treatment system. This system will not only control fugitive odours and bioaerosol releases, but will provide a safe working environment for the plant operators as well. Bioaerosol monitoring will be carried out at intervals to monitor the internal working environment for employee occupational health purposes. This will be undertaken at intervals of no more than six months.
If bioaerosol monitoring that is required as a result of an Environmental Permit condition is more onerous that that proposed, a monitoring plan will be developed for measurement of the bioaerosols and at sensitive receptors, as necessary.

The mechanical pre-treatment is completely installed within an enclosed hall. Where necessary, noise attenuation measures will be provided to keep noise to an acceptable level in this location.

The gas engines are containerised, so that external noise is reduced to acceptable levels.

Noise levels will conform to those detailed within any planning conditions.

The MT process will be fully enclosed within the Facility envelope. The building will be maintained at a slight negative pressure to stop odour release to the environment. Areas of high odour generation, such as the waste bunker and the shredders, will have the air extracted and ducted into the EfW process to be used as primary combustion air. The remainder of the MT Facility will have suitable air extraction to air treatment equipment.

At times the EfW will not be fully operational, for example during planned maintenance. A bypass system will be installed to duct the air removed from the MT process facility and vent it to atmosphere via a small designated stack.

All segregated waste components will be removed promptly to their next destination for further treatment, use or disposal. In this way, The Contractor will minimise the potential for odour generation on site.

Within the Facility, appropriate odour treatment equipment will be installed. During Facility operation, the Contractor will continuously monitor odour levels to assess and confirm the effectiveness of the installed odour control measures.

The exhaust air from the process areas will be passed through a dust filter before reaching the EfW primary combustion air or air treatment system as appropriate. Dust will be formally monitored in accordance with the relevant planning condition for the Site.

All washdown liquids will be drained in a controlled manner, so that liquid can be treated and reused. This means that any accidental liquid spillages can also
be controlled.

Any washdown water from the MT and AD Facilities will be recycled or removed to the reception pit of the EFW Facility and subsequently incinerated. Tier 3

Spillages of liquids unsuitable for incineration will be secured and collected for disposal to landfill. Tier 2

The digester is a fully enclosed tank and the gas is completely contained within the pipe work, the clean-up vessels, the buffer storage vessel and the gas compressors until it is combusted in the gas engines. Tier 2

In the event of engines being out of service for longer than the gasholder can provide storage, the excess gas will be flared in the gas flare. Tier 2

In terms of gaseous emissions to air, the exhaust emissions from the generators are designed to meet the standards required by the Environment Agency under legislation current at time of Financial Close. Tier 1

There will be no process effluent water discharged. It will be fully recycled within the Facility or used in the EFW Facility. Tier 2

78. Water Efficiency

the town water consumption

will be limited to administrative use, demineralisation water preparation and for use the flue gas treatment system. It will also be used as top up for the fire system as necessary. Tier 2

the surface rain water

will be collected and recycled for cleaning the plant and process use where practical. Tier 2

the roof water

will be collected and recycled for cleaning the plant and process or sanitary systems (WCs etc) use where practical. Tier 3

All the process effluent water

will be routed and stored into a dedicated pit at the bottom of the plant, and Tier 3
recycled into the process for bottom ash cooling.

No process effluent water will be discharged;

it will be fully recycled within the EfW Facility.

79. Environmental Protection Plan

_The operation of the Facility will be in compliance with the requirements of UK environmental law._

_Any Legislation (construction and use) or associated By-Laws which from time to time are in force and are applicable to the Authority’s obligations to the environment or affected by the operation of the Facility._

_The Contractor will put in place a formal Environmental Management System (EMS) that is externally certified to the international standard BS EN ISO 14001._

The Contractor will operate a Project-specific Environmental Plan which identifies environmental aspects and impacts, and legal and other requirements. The plan will also establish environmental performance targets. These will form the basis of an environmental programme, providing a means to ensure that these objectives are met.

To comply with system requirements, the Contractor will implement a comprehensive audit programme. Where non-conformances are identified, corrective action requests will be raised. The complete systems will be subject to external review by the regulator and by the external certification body.

Annually, the Facility management team will undertake a management review. This will look at the effectiveness of the system and whether targets have been met, identifying opportunities for continual improvement.

For the system to be effective, all staff will need to adhere to its processes and procedural requirements. Therefore, all staff will be trained in the use of the EMS.

This plan will be continually reviewed and audited during the operation of the Facility by the management team. It will be reviewed at regular intervals and updated as necessary.
The reviews and audits will consider various factors, including:

Risk assessments, including the names of persons exercising control where appropriate

The relevance and appropriateness of standards and procedures set out in the plan and how they may be improved

An assessment of the degree of compliance with standards

The environmental impact of the Site

Feedback following Health, Safety and Environmental Protection Advisors visits/audits.

80. Environmental Protection Policy

The Contractor must make sure at all times that operations are conducted in line with current legislation and industry best practice, while supporting the principle of sustainable development.

81. Environmental Objectives and Targets

The Contractor will develop and operate a suite of Environmental Performance Indicators (EPIs) to monitor performance in the management of environmental issues. The suite will comprise reactive indicators, designed to measure actual environmental impact, and proactive indicators designed to give an indication of management effectiveness.

The suite of EPIs will include:

- Environmental incidents
- Legal notices/prosecutions
- Staff training
- Waste record keeping
- Electricity consumption / generation.

The Contractor proposes the following as a minimum:
OBJECTIVES

- To minimise nuisance complaints from sensitive receptors

- To ensure that the Environmental Management System will deliver real improvements in the environmental performance of the Facility over time

- To engender awareness at all levels throughout the staff and the workforce of environmental issues and the sensitivity of the local population to the project

- Targets to operate the Facility in compliance with all relevant legislation

- To investigate all complaints within 24 hours

- To reduce the number of substantiated complaints to a minimum

- To meet all environment reporting requirements in full and on time

82. Groundwater and Landfill Gas Monitoring

The Facility will be designed and constructed to comply with all relevant legislation regarding Groundwater and Landfill gas management in order that the plant can operate.

The drainage system is a closed loop design with much of the contaminated water being used as part of the process. Any excess foul water will be treated in an on-site packaged treatment plant or removed for off-site treatment.

Where available, groundwater analysis will replicate the suite of determinands undertaken as part of the monitoring of the adjacent landfills. Should this information not be available, the analysis suite will follow the protocols for landfill leachate monitoring as provided in the Environment Agency's Guidance on Monitoring of Landfill Leachate, Groundwater and Surface Water, Report LFTGN02 plus any additional contaminants of concern identified based on the past uses of the Site.

As defined in Environment Agency's Guidance on the Management of Landfill Gas, Report LFTGN03, gas parameters to be monitored include the following:

- Methane;
• Carbon dioxide;
• Oxygen;
• Atmospheric pressure;
• Differential pressure (where appropriate/required);
• Temperature; and
• Meteorological data.

In addition, gas flow rate will be recorded in accordance with CIRIA C665 - Assessing risks posed by hazardous ground gases to buildings.

83. Communications

The Contractor will engage residents and other groups in the broader arena of waste reduction, widening the debate and the context in which local stakeholders view the Facility. They will be encouraged to view it as part of a 'shared challenge'; where they can help develop and deliver part of the solution through waste reduction programmes and participation in collection authorities’ existing local recycling programmes.

Our approach to community engagement and consultation will adhere to the principles set out by The Consultation Institute. Information about the development will be clear and concise, yet comprehensive and detailed. The Contractor will use a range of publications to provide summary information and direct people to sources of more detailed information.

84. Communications and Stakeholder Team

The Contractor will employ a communications manager and a communications administrator dedicated to the Project during consultation, planning and construction stages. To supplement these in-house resources the Contractor will engage the services of specialist agencies as required.

During the 25 years of service the Contractor will employ a communications manager while the role of communications administrator will be undertaken by the office manager as detailed in the previous organogram.
85. Press Releases

The Contractor will develop and agree an annual plan for press releases with the Authority’s in-house team. The Contractor will agree a media protocol to ensure the Contractor and the Authority can swiftly agree and issue both proactive and reactive media information.

The Contractor will analyse and identify relevant micro media including newsletters produced by parish and town councils, community organisations, trade groups and faith organisations. The Contractor will present them with relevant articles and ‘question and answer’ features. The Contractor will approach local community radio stations in the region, such as hospital radio, garrison radio and student radio stations, on a similar basis.

86. Media Representative

The Contractor will provide a senior-level media representative, skilled in media relations and familiar with all aspects of the Project. They will engage with all media channels and be backed up by a team of experienced communications and media professionals provided by our advisors. A media contact will be available on a 24/7 basis.

The Contractor will establish its team as open, accessible and professional, developing the best possible opportunities for balanced and fair coverage of the key issues. Working to an annual plan developed with the Authority, the Contractor will work with the media to place the issues in front of the public through stories, supplements, features, broadcast discussions, phone-ins etc.

87. Reactive PR

The Contractor will measure and analyse the amount and mood of coverage (positive/neutral/negative). The Contractor will analyse the response and impact it has on opinions and attitudes through qualitative and quantitative research – in particular through the annual opinion survey over the first three years.

The Contractor will monitor coverage which is at variance with this and react as appropriate. The Contractor will monitor all editorial coverage via our subscription to a leading media cuttings agency. The Contractor will also monitor letters and electronic communications such as blogs. Wherever it is appropriate to respond, the Contractor will do so promptly.
All reactive media relations will take the form of written correspondence. The Contractor will work with the Authority to establish clear protocols for media responsibilities and lines of responsibility, providing a 24/7 media contact.

88. Crisis Communications Strategy

The Contractor has established a robust crisis communications strategy and protocol. If there is a crisis, such as an unplanned Facility shutdown, measures will be in place to:

- provide a clear communications channel between the Authority, elected members and officials, and the emergency services and regulators
- agree media releases and statements and manage media enquiries
- provide sufficient information to reassure the public.

89. Promotional Activities and Events

The Contractor will support and promote a number of engagement events across the region.

90. Website

The Contractor will create a website to provide information including:

- the company and the Project
- the consultation process and community involvement
- the visitor centre and a virtual tour of the Facility
- a description of the technology used
- contact details and complaints procedures
- relevant documents including planning application documents and media releases.

The Contractor is committed to transparency. The Contractor will post comprehensive information relating to the performance of the Facility on the Facility’s website. Examples of the data and statistics that will be posted are:

- recycling rates
• energy output

• waste throughput

• live emissions monitoring (which may be subject to an upload delay of no more than 20 minutes).

All documents will be available in pdf format (with links to the Adobe site to enable visitors to download the appropriate software), plus Microsoft Word and Rich Text Format (RTF). Access policies will be in accordance with those of the Contractor and the Authority.

The site will comply with good practice recommendations and all relevant laws. The site will contain a micro-site providing online plant monitoring and periodic emissions data summaries. The Community Liaison Group reports will also be hosted on the website in the interests of transparency and openness.

The Contractor will develop a second micro-site to host the online interactive education material. An online pledge form and ‘totaliser’ will be incorporated into the site. This will be used to track the progress on waste reduction and carbon reduction initiatives by residents across the county of North Yorkshire and the City of York. The totaliser will track the amount of carbon avoided by participants’ reported activities using the online pledge, providing a powerful graphic representing the benefits accrued.

91. Waste Audits

The Contractor will carry out biannual waste audits in partnership with the York and North Yorkshire Waste Partnership (Y&NYWP). These will include Waste Collection Authority (WCA) officers, to establish the effectiveness of local campaigns.

In relation to biannual waste audits:

1. The waste audits will be procured from an independent recognised / accredited specialist waste composition contractor.

2. The audits will use accredited sampling and analytical methods and will ensure that the samples taken are as far as practical representative (taking into account sources of waste and seasonal variations), and that the sampling and analytical methods are agreed
between the Contractor and the Authority.

3 The sampling protocols will include for one or more of the following methodologies as appropriate:
   - Statistically representative selection of incoming loads (for kerbside and/or HWRC loads);
   - Gathering bulk samples from the reception pit;
   - Coning and quartering;
   - Composite of grab samples (for anaerobic digestate).

4 The Authority has the right to undertake its own sampling and analysis at its own cost and in a manner so as not to obstruct the Contractor in the delivery of the Service.

5 Compositional Analysis will use the same breakdown as in the Waste Flow Model, namely:

<table>
<thead>
<tr>
<th>PHYSICAL PROPERTY ANALYSIS</th>
<th>Tier 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Source</td>
<td>Waste Survey</td>
</tr>
<tr>
<td></td>
<td>Raw Waste Analysis</td>
</tr>
<tr>
<td>Paper/Card</td>
<td>Total Paper and Card</td>
</tr>
<tr>
<td></td>
<td>Newspapers/Magazines</td>
</tr>
<tr>
<td></td>
<td>Other Paper</td>
</tr>
<tr>
<td></td>
<td>Liquid Cartons</td>
</tr>
<tr>
<td></td>
<td>Card Packaging</td>
</tr>
<tr>
<td></td>
<td>Non-recyclable paper</td>
</tr>
<tr>
<td></td>
<td>Other Card</td>
</tr>
<tr>
<td>Plastic Film</td>
<td>Total Plastic Film</td>
</tr>
<tr>
<td></td>
<td>Refuse Sacks</td>
</tr>
<tr>
<td></td>
<td>Other Plastic Film</td>
</tr>
<tr>
<td>Dense Plastic</td>
<td>Assorted Plastics</td>
</tr>
<tr>
<td></td>
<td>Other Dense Plastic</td>
</tr>
<tr>
<td>Textiles</td>
<td>Textiles</td>
</tr>
<tr>
<td>Misc. Combustibles</td>
<td>Disposable Nappies</td>
</tr>
<tr>
<td></td>
<td>Other Misc. Comb.</td>
</tr>
<tr>
<td>Misc. Non-Combustibles</td>
<td>Misc Non-Combustibles</td>
</tr>
<tr>
<td>Glass</td>
<td>Total Glass</td>
</tr>
<tr>
<td></td>
<td>Brown Glass Bottles</td>
</tr>
<tr>
<td></td>
<td>Green Glass Bottles</td>
</tr>
<tr>
<td></td>
<td>Clear Glass Bottles/Jars</td>
</tr>
<tr>
<td></td>
<td>Broken Glass</td>
</tr>
<tr>
<td>Putrescible</td>
<td>Total Putrescibles</td>
</tr>
</tbody>
</table>
SCHEDULE 2 PART 1 - Redacted Copy

<table>
<thead>
<tr>
<th>Garden Waste</th>
<th>Ferrous Metal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non compostable food</td>
<td>Total Ferrous Metal</td>
</tr>
<tr>
<td>Animal Waste</td>
<td>Beverage Cans</td>
</tr>
<tr>
<td>Other Putrescibles</td>
<td>Food Cans</td>
</tr>
<tr>
<td></td>
<td>Batteries</td>
</tr>
<tr>
<td>Non Ferrous Metals</td>
<td>Total Non Ferrous</td>
</tr>
<tr>
<td></td>
<td>Beverage Cans</td>
</tr>
<tr>
<td></td>
<td>Foil</td>
</tr>
<tr>
<td>WEEE</td>
<td>Total</td>
</tr>
<tr>
<td>Hazardous</td>
<td>Fines</td>
</tr>
<tr>
<td></td>
<td>10 mm fines</td>
</tr>
<tr>
<td>Total</td>
<td></td>
</tr>
</tbody>
</table>

In addition, the audits will include a direct, accredited measurement of the NCV of bulk, unaltered samples of the waste (Contract Waste and anaerobic digestate from the AD Facility) for use in determining CWT. The NCV tests will be determined in a laboratory accredited for such analysis. The methodology will, as a minimum, achieve a level of precision of +/- 2% with a 95% Confidence Interval for the CV results. Additional samples of the Contract Waste and Anaerobic digestate will be retained in appropriate conditions at the Facility. These samples will be submitted for repeat analysis of the NCV tests if the results obtained from the original samples are not accepted by the Contractor or the Authority, acting reasonably.

92. Visitor Centre

The visitor centre will be a venue for training, presentations to local groups, school visits to the Site and other local community visits in association with the development.

A viewing platform or other alternative walkway or similar structure within the MT Facility will enable visitors to see the mechanical separation equipment, the output area for recyclables and the entry point for biodegradable waste into the AD Facility. They will be able to see the digester from a glazed area on the viewing platform. Steps will lead down to the base of the digester, where visitors will see where renewable energy is produced in the gas engines.

Safe routes will take visitors across to the EfW stack and monitoring point, then through to observe the EfW control room. A further safe route will be
established along the maintenance access route behind the visitor centre, with steps leading to a viewing platform and glazed section to observe the tipping hall.

The visitor centre will be multi-functional, used for stakeholder and visitor engagement and promoting waste reduction, recycling and recovery. It will display messages promoting these themes, designed in partnership with the Authority, and have full audio-visual facilities with internet access and interactive, web-based tools.

The Contractor will develop the function of the visitor centre in partnership with the Authority and local third party organisations with a role in communicating resource efficiency. These will include organisations such as Recycling Action Yorkshire, Urban Mines and Envirowise.

School parties will be encouraged to visit the Facility through the community outreach programme. Subject to the constraints of the Planning Permission, the Facility will be made available to the Authority’s existing Waste Outreach Programme officers and local authority environmental education officers.

Subject to the constraints of the Planning Permission, the Contractor will use the visitor centre facilities for training local, UK and international staff and Authority events and seminars. Facilities will be flexible, with classroom-style seating for up to 50 people and access to audio-visual technology.

Subject to the constraints of the Planning Permission, the Contractor will make the venue available to local residents and community groups, who will be able to book it in advance for evening meetings. Groups will be able to use the Facility at times to be agreed to avoid disrupting activities, except on weekends and bank holidays. The Site will have 24-hour security, and aspects of the operation will be continuous.

The Visitor Centre will need to be booked (subject to availability) by local residents and community groups one week in advance, by contacting the Facility during office hours Monday to Friday.

93. Visitor Centre Accessibility

The Visitor Centre will meet the physical access requirements of the local community. Physical accessibility will be a high priority. The building will be compliant with the requirements of the Disability Discrimination Act and
therefore beneficial to a number of groups in the community. These will include older people and young children, as well people with disabilities. There will be step-free access, induction loops for those with hearing aids and adaptations for people with visual impairment.

94. Community Champions

The Contractor will establish a bespoke Community Champions programme for young people in York and North Yorkshire with a focus on low carbon lifestyles. This will include personal, social, health and citizenship education (PSHCE) curriculum modules, downloadable materials, and an outreach programme for schools and youth clubs.

The Contractor propose hosting an online pledge form and ‘totaliser’ demonstrating the carbon reduction achieved by residents in the County of North Yorkshire and the City of York on the waste education micro-site.

95. Community Liaison Group and Stakeholder Panel

The Contractor will create and host two panels:

a site-level community liaison group (CLG)

a York City and North Yorkshire stakeholder panel.

The CLG will be part of the ‘Community Commitment’ to local residents by the Contractor as part of the planning application process. It will provide feedback on specific details of the development.

The CLG will continue once permission has been secured, and will monitor the construction and subsequent commissioning and operation of the Facility, including all aspects of the community commitment. Group members will be provided with information on the wider stakeholder panel and given the opportunity to feed into and participate in this process.

The CLG will meet four times in the first year. Its members will agree the appropriate frequency for subsequent meetings, with a minimum of an annual meeting.

The stakeholder panel will be drawn from across the contract area, and will meet two to three times each year. Its purpose will be to:
SCHEDULE 2 PART 1 - Redacted Copy

give feedback on campaigns and messages

advise on promotional campaigns

be consulted on proposals for new programmes

monitor progress towards targets.

The panel will consist of people from a wide range of organisations. They will be representative of the interests of the area, and reflect its diversity. Lead Councillors will be invited to attend and observe meetings. The Contractor will encourage a small overlap in membership of the CLG and Stakeholder Panel, ensuring flow of information between the two processes.

Feedback from the panel will feed into the process for monitoring stakeholder satisfaction. It will shape the direction and content of future campaigns, including waste reduction campaigns.

The panel will be taken through a detailed programme covering the background to the Project, the technologies proposed, targets, Landfill Allowance Trading Scheme (LATS) and other challenges, and the site-level detail through a series of presentations by technical officers. The panel will be introduced to the opportunities to shape campaigns and discuss the detail and themes for campaigns. They will be encouraged to become ‘resource champions’ and promote sustainable choices to friends and neighbours at events, and provide comment via the media. They will also be encouraged to support campaigns and events and attend special occasions promoted by the Contractor and the Authority.

The panel will receive presentations from experts, including other community representatives who have participated in similar campaigns, for example in other parts of Europe.

The Contractor envisages the panel will meet two to three times per year, to be agreed with the panel members and the Authority.

96. Equality Impact Assessment (EIA)

The Contractor will work closely with the Authority and the local district and borough councils to carry out an Equality Impact Assessment of this service in the early phases of development. This will comply with local requirements and
the timetabling already planned by the Authority. The Contractor will then address gaps identified through the EIA process with a robust action plan to ensure equality and diversity are embedded throughout our service delivery.

97. Equality in Communications

The Contractor will work with all the organisations comprising the York & North Yorkshire Waste Partnership to ensure our policies and practices are consistent with, or exceed, their equality provisions. The Contractor will provide our communications and engagement opportunities in a manner that facilitates participation and access by all groups and individuals.

As a very first step, the Contractor will carry out an equalities impact assessment of the communications plan jointly with the Authority, using the NYCC EIA toolkit and adopted methodology. The action plan developed as a result of this process will enable us to take a comprehensive approach to engaging with the community, and hence to reach and include diverse groups.

All printed material will contain a statement saying that it is available in different formats (e.g. large print, translated form) on request. Telephone, email and postal contact details will be provided for this service. Translations will be available in all appropriate languages. A newsletter will incorporate NYCC’s access information, and the Contractor will produce leaflets and other materials in other formats including foreign languages. In addition, our communications will take specific account of the needs of people without access to IT and people with lower literacy levels.

The Contractor will use a wide spectrum of media and communications activity to engage with the public. Media will include face-to-face events, public meetings, broadcast and print media, and doorstep leafleting. This will help ensure the Contractor reaches all sections of the community, including the hard-to-reach and seldom-heard. The Contractor will monitor the impact of communications and analyse by socio-demographic and geographic criteria, enabling it to assess performance across all groups.

All public events and facilities will comply with the Disability Discrimination Act. The Contractor will liaise with local disability groups to discuss appropriate ways to extend provision and remove barriers to accessing services. The Contractor will also carefully consider wider access issues, including rural isolation and in particular access to events and exhibitions, especially during
periods of public consultation.

Our web communications will always meet all applicable accessibility standards, including the internationally accepted industry W3C standards. They will also conform to Level Double-A Web Content Accessibility Guidelines 1.0.

98. Community and public care

The Contractor will work with the Authority to deliver an excellent and efficient service to all customers and stakeholders.

All our employees will undergo customer services training, which will form a part of our staff induction process.

The Contractor will develop a comprehensive community care plan. Owned by its communications manager, the plan will enable it to understand its customers and prioritise services to meet their needs. It will be a live document, which the Contractor will review with the Authority. The Contractor will develop KPIs to gauge the effectiveness of its customer service.

The community care plan will contain:

- Commitment to the community statement and associated KPIs
- customer services training programme (including diversity and media relations training)
- equality and diversity plans – training, suppliers and communications
- role of the communications manager
- procedure for managing enquiries and complaints
- procedure for managing third party claims
- correspondence process – incoming and outgoing.

The Contractor will provide articles for newsletters quarterly. The Contractor will be prepared to attend Parish Council meetings when invited to report on the operation of the Facility.
99. Complaints Procedures

The Contractor will develop and implement a computerised procedure for managing enquiries and complaints. This will define:

- the type of customer contact
- how it will be handled and recorded, by whom and within what timescales
- how feedback will be assessed.

It will align fully with Schedule 1 (Authority's Requirements) for responding to customer queries and complaints.

The Contractor will give an initial response to all enquiries and complaints within 30 minutes. If the enquiry cannot be closed out within this 30 minute period, the Contractor will assign an 'action officer' to it. The action officer, who will be a nominated member of our business management team, will deal with the enquiry and update the caller on progress within three Business Days.

The Contractor will monitor and review all customer enquiries and complaints. As detailed above, customers with enquiries that are not resolved at the first point of contact will receive regular progress updates from the nominated action officer until they are resolved.

In responding to customers, the Contractor will adhere to the response times outlined above. The Contractor will measure itself against timescales appropriate to the enquiry.

The Contractor will deal with customers and stakeholders courteously and efficiently at all times, keeping them informed and delivering on our commitments. The Contractor will assess service delivery from the customer's perspective, benchmarking its performance against contract KPIs and internal targets.

Operating on a 24/7 basis, the Contractor's contract control centre will receive all initial customer contact via telephone, letter, fax or email. Staff will record, allocate and analyse enquiries and complaints, creating a unique log for each on the system. All customer correspondence will be recorded in our electronic document management system for easy retrieval, cross-referencing and
analysis.

Contacts will be classified as required by the Authority, eg in four categories – 'enquiries', 'complaints', 'observations' and 'compliments'.

Any requests made by individuals for information will be handled in a time that will allow the Authority to respond in accordance with the relevant provisions of the Freedom of Information Act 2000 (FOIA), Environment Information Regulations 2004 (EIR) or the Data Protection Act 1998 (DPA).

100. Customer & Stakeholder Contact Centre

The Contractor will publicise a single local rate / freephone telephone number for customers and stakeholders to ring with their enquiries or complaints. During normal office hours, calls will be answered and dealt with by our on-site Business Management Team. Outside of normal office hours calls will be routed to joint venture partner Amey's 24/7 Asset Performance Centre.

101. Urgent Enquiries

For emergency incidents or other urgent enquiries, the Customer Contact Centre staff will then contact the designated Duty Officer for the facility, who will be available 24/7 to deal with urgent enquiries or emergencies.

Any emergency incidents or issues requiring escalation will be notified to the Authority's designated contract manager. The general manager will be the contact point for the emergency services and other stakeholders with an interest in the operation of the Facility.

102. Feedback Surveys

The Contractor will undertake an annual feedback survey to obtain customers views on the Services, allowing the Contractor to identify areas for improvement. This survey will include not only the Authority, WCAs and third party waste customers, but also the general public that have visited the Facility.

103. Not used.

104. Site Expansion

The Contractor has used the area available at the Facility as economically as possible with the potential for a section to be set aside for future expansion, should it be needed (and where appropriate subject to an Authority Change or
a Contractor Change).

The flexibility of the basic design along with the designated expansion area allows us to accommodate changes in such things as

- Regulations
- Waste composition
- Collection regimes
- Public behaviours
- Commercial requirement
- Technical advances
- Added value
- Economic changes
- Product demand

105. Handback

The Contractor proposes to hand back the Facility in a fully operable condition at the end of the Contract Period.

The Contractor will ensure and demonstrate that the condition of the Facility is such that it can be operated for a further five years with a normal maintenance regime and requiring no major or abnormal interventions.

The Contractor will monitor the preferred expiry route with the Authority in the annual service review undertaken by the Joint Project Board.

The Contractor will maintain records and produce condition report surveys that will furnish the Authority, a nominated contractor, or the lenders with a full audit trail, allowing them to assess the status prior to handback.

The Facility will be designed, constructed and maintained in such a way as to ensure that, at handback, it is capable of operating for a period of up to five (5) years, provided the work tasks within the Programmed Maintenance plan are
adhered to during this five year period. The Hand Back Requirements to achieve this will be defined as a part of the Expiry Plan. This will include details of residual life expectancy for the key items of equipment for the Mechanical Treatment (MT), Anaerobic Digestion (AD) and Energy from Waste (EfW) Facilities, including:

- Waste feed cranes
- Trommels
- Ferrous and non-ferrous separators
- Densimetric separators
- Optical separators
- Digestor
- Gas engines and gas storage
- Grate
- Boiler
- Flue gas treatment
- Turbine.

The Contractor will agree a set of mutually acceptable activities, and timetable with the Authority for all significant events leading up to the handback of the Facility. This is to be in place within 12 months of confirmation of the Expiry Date.

106. Data and Due Diligence for the Expiry Plan

The Contractor will work in partnership with the Authority to identify and optimise the expiry arrangements at the full term of the Agreement. The Contractor anticipates entering into discussions with the Authority at least two (2) years prior to the Expiry Date. This will enable the Authority to commence a separate tender process if required.

The Contractor will agree with the Authority the information required to support
due diligence for handback, or to inform the new contract, that will include:

- Asset register  Tier 2
- Employee data  Tier 2
- Maintenance data  Tier 2
- Services data  Tier 2
- Asset condition register  Tier 2
- Operating procedures  Tier 2
- Assignable consents, leases and permits, where applicable  Tier 2

107. Return of Assets

The Contractor will agree a final asset register on a treatment facility basis, including:

- Mobile plant  Tier 2
- Fixed assets  Tier 2
- Containers  Tier 2
- Vehicles  Tier 2
- Spares  Tier 2
- Office Equipment and IT.  Tier 2

The Contractor will also agree a list of remedial measures to be carried out by the Contractor prior to handback.

The Contractor will engage an independent party to carry out a full audit of all plant and equipment employed. This independent report will feed into the list of remedial works to be agreed, and will form the basis of the handback of plant and equipment to the Authority.

The Facility will have a residual life of at least five (5) years following the Expiry Date on all plant and equipment, provided all Programmed Maintenance tasks
are carried out during this five year period.

The Contractor will take remedial action on agreed items to address issues which arise from the independent report and to resolve them prior to contract expiry.

108. Transfer of Statutory Consents and Leases

All relevant licences and permits will be transferred to the Authority or the incoming contractor if this is permitted under those licenses and permits.

The Contractor will work with the Authority or the incoming contractor, along with the Environment Agency, to set up programmes for the transfer, giving them its full support where required.

109. Staff Transfer

The Contractor will provide information to the Authority on employee lists, pension arrangements and contracts of employment, if required, including data required during a tender for a new contract.

The Contractor will work with the Authority and/or the incoming contractor regarding:

- Contact with staff
- Presentations to staff
- Shadow working
- Provision of information.

During the Contract Period and under the requirements of the Agreement, the Contractor will provide a range of information to the Authority as per the reporting requirements.

The Contractor will respond reasonably to the Authority regarding the provision and access to information as set out in Appendix 1 to Schedule 1 (Authority's Requirements), and other Schedule 2 provisions, including:

- Staff details, including terms and conditions
SCHEDULE 2 PART 1 - Redacted Copy

- Site information, including technical data  
  Tier 2
- Operational procedures  
  Tier 2
- Asset register  
  Tier 2
- Maintenance profiles  
  Tier 2
- Property details  
  Tier 2
- Copies of statutory consents and associated working plans  
  Tier 2
- Outstanding environmental reports for each site.  
  Tier 2

A data room containing all information mentioned above will be a part of the operating contract. The Contractor will review the adequacy of this with the Authority at the start of the handback process.

110. Decommissioning Plan

The Contractor will develop a comprehensive decommissioning plan if this becomes the preferred option, or as part of the handback arrangements.
NORTH YORKSHIRE COUNTY COUNCIL and the CITY OF YORK COUNCIL

Waste Treatment Contract

Schedule 2
PART 2

TIER 1 bold and underlined
**Tier One** - When an item of this Schedule 2 Part 2 is described as Tier One, the content of that item may not be varied by the Contractor without the prior written consent of the Authority. An item that is Tier One has been so graded to reflect the importance of the relevant item and to reflect the fact that any decision to change that item may not (whether constitutionally or politically) be taken at an officer level within the Authority. The Authority’s Representative has no authority to agree a Tier One variation. Any rejection of a proposed variation of a Tier One item by the Authority shall be final and conclusive and may not be referred to the Dispute Resolution Procedure by the Contractor, provided that any such rejection shall not prejudice the Contractor’s right to propose a Change in respect of the rejected variation.

TIER 2 underlined
**Tier Two** - When an item of this Schedule 2 Part 2 is described as Tier Two, the content of that item may not be varied by the Contractor without the prior written consent of the Authority. Where an item is described as Tier Two there is a rebuttable presumption that the decision to agree to the variation of that item may be taken at either a Corporate Director level or an Assistant Director level. Any such decision will be given through the operation of Schedule 10 (Partnership), provided that any rejection of a proposed variation of a Tier Two item by the Authority shall be final and conclusive and (notwithstanding the provisions of paragraph 6.2 and 6.3 of Schedule 10 (Partnership)) may not be referred to the Dispute Resolution Procedure by the Contractor. Any such rejection shall not prejudice the Contractor’s right to propose a Change in respect of the rejected variation.

TIER 3 italics
**Tier Three** - When an item of this Schedule 2 Part 2 is described as Tier Three, the content of that item may not be varied by the Contractor without not less than twenty (20)
Business Days’ notice of that variation being first given in writing to the Authority and provided that the Contractor shall as soon as reasonably practicable provide the Authority or Authority’s Representative with a revised copy of this Schedule 2 Part 2 incorporating that variation.

Any item that is not Tier One, Tier Two or Tier Three is Tier Four and there is no constraint on the Contractor’s ability to vary that item provided that the Contractor shall as soon as reasonably practicable provide the Authority or the Authority’s Representative with a revised copy of this Schedule 2 Part 2 incorporating that variation.
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1. Summary of the works

The Contractor will provide the Authority with an integrated waste treatment facility. The developed site comprising all necessary buildings, site roads and other infrastructure will contain:

- A Mechanical Treatment (MT) Facility which will be provided by Stadler UK
- An Anaerobic Digestion (AD) Facility which will be provided by Organic Waste Systems.
- An Energy from Waste (EfW) Facility which will be provided by Vinci Environment UK
- A Visitor Centre and offices.

This document contains details of how The Contractor will:

- Design the site
- Construct the site, buildings and equipment
- Test the operation of the site
- Maintain site security
- Install fire protection measures
- Work with subcontractors
- Implement management controls and construction management.

The Facility will be completed in accordance with the details and drawings in this Schedule save for the IBA building which shall not form part of the Works.

The Contractor will comply with all relevant legislation, statutory requirements and British Standards throughout the design and construction phases.

2. Drawings

Drawings detailing the works (save for the IBA building which shall not form part of the Works) are contained on Appendix 1 of this document.

3. Programme

The construction and commissioning programme is contained on Appendix 2 of this document.

4. Mechanical Treatment and Anaerobic Digestion process areas
The building will house one waste bunker, two waste feed cranes and the mechanical pre-treatment area which will be used to separate waste into Refuse Derived Fuel (RDF), recyclables and fines for digestion. The AD plant control room, steam generation set and AD electrical room shall each have separate rooms.

The digester, biogas engines, storage and flare will be installed on external concrete foundations. All the mechanical treatment equipment will be floor mounted in a single storey building, fully enclosing the mechanical treatment process with minimal internal columns.

5. Energy from Waste Process Area

The EfW Facility will comprise one reception bunker, one storage bunker, two waste feed cranes, boiler hall, ash handling for bottom ash and turbine hall. This area will also house a utilities and maintenance area.

A separate, external Air Cooled Condenser (ACC) will be provided for the EfW Facility.

6. Tipping Hall

The tipping apron will be an enclosed structure with an internal clearance providing ready access to all the bunkers with a minimum tipping height of 8 metres. Access and exit ramps will be designed to appropriate load standards and clearances.

7. Visitor Centre and Offices

The Visitor Centre will provide access to a visitor's viewing walkway inside the MT and EfW buildings.

8. Supply

The Contractor will be responsible for providing all materials, labour, plant and equipment, including:

- compliance with all contractual obligations necessary for the design
- detailed engineering
- submissions
- obtaining Building Control approval at all stages
- execution and construction
- commissioning of all of the Civil and Building Works necessary for the complete operational plant and all of its associated facilities.
9. Services

The Contractor will be responsible for providing services including:

- design, planning, management and supervision of all works and services
- coordination of building and civil works with all other works and services being performed under this Agreement
- interfacing with works and services provided by others with respect to the site infrastructure, buildings and plant not forming part of the EFW Facility, MT Facility or AD Facility
- the provision of warranties and guarantees.

10. Not used

11. Not used

12. Management Structure

The Contractor will deploy a competent and proven construction management team to manage the four principal contractors, and will verify that all relevant regulations and legislation are adhered to during construction. This team will be led by a Construction Director ("CD"), with site activities managed by a construction management team for the Civils, EFW and MT packages. In addition, a CDM supervisor has been appointed.

The CD will assume overall responsibility for the entire construction and pre-operational stages, including testing and commissioning of the complete Facility. He/she will be the link and point of contact between the ODC and the owners’ engineering and construction management and provide information flowing in both directions.

13. Construction Governance

The Contractor will take the lead on Construction general management through the following technical organisation.

Construction Board

The Construction Board will be led by the CD. Membership of the Board will include the members of the Contractor's construction team and the Construction Contractor Site Manager from Vinci Construction Limited.

The Construction Board will be the main strategy forum where general programme completion issues and priorities will be decided. Any critical conflicts will be discussed and resolved here having due regard to the overall project goals.
This board will meet monthly, though the frequency will be modified if required by the project or by one of its members.

Site Coordination Board

Led by the Contractor’s CD, the Site Coordination Board will set the site priorities according to the detailed construction programme. The site coordinators from the subcontractors will also be members of this Board. The site requirements for each working area required by any of the subcontractors will be discussed and agreed at this Board, to maximise the efficiency of the overall site. The Board will also discuss and resolve any conflicts between subcontractors.

This board will meet weekly in Site Offices.

Daily Coordination Meeting

The CCSM will lead this daily meeting with the subcontractors’ Site Coordinators as required. The meeting will agree daily priorities for working areas and access, and coordinate site requirements in line with the priorities set at the Site Coordination Board.

Nominally a daily meeting, its frequency will be determined by site requirements.

14. Construction Control

Although the Contractor will be assuming technical responsibility for specific parts of the Facility, each subcontractor will be required to provide specifications and Construction Protocols for every part of the construction process.

All the specifications and procurement orders to third party subcontractors will be accessible to and checked by our technical team, who will modify them if it is considered necessary to achieve the performance guarantees with the Authority.

All the Construction Protocols will include a brief description of the works, AFC drawings, H&S requirements, resources committed, and detailed day by day Programme. All the quality testing reports will be attached to the Construction Protocol for future reference.

15. Fire Protection

Comments on the building design will be obtained from the local fire authority, particularly in relation to fire prevention measures and providing a safe means of escape. Their requirements will be adopted within the designs for the Facility.

Construction will be in accordance with the recommendations of National Fire Protection Association (NFPA 850) and the requirements of our Insurers.
The Contractor will be responsible for providing a Fire Plan for the Facility, coordinating and obtaining the necessary approvals from its insurers.

16. Civil Engineering Works

The Civil Works that the Contractor will provide for this Facility are described in the following sections and include:

- Four weighbridges and two weighbridge kiosks
- A tipping hall for both the MT Facility and the EfW Facility
- Three waste storage bunkers (one for the MT Facility and two for the EfW Facility)
- MT Facility building and facilities
- AD Facility facilities
- EfW Facility building and facilities
- Visitor Centre and offices building
- Roads and hardstandings
- Site drainage system
- Ventilation system
- Lightning system
- Telephone and Internet connections

17. Weighbridges

A combined weighbridge office and gatehouse, with basic welfare facilities, will be constructed and two weighbridges will be provided on the western side of the Site. Two additional weighbridges (four in total), along with a second weighbridge kiosk with comprehensive welfare facilities, will be constructed on the eastern perimeter road.

The weighbridges will be all steel fully welded surface mounted structures with durbar non slip deck plates. They will be 18m x 3m with a calibrated capacity of 50 tonnes.

The weighbridge will include a card reader, and interface communications to the weighbridge software package.

The 18m weighbridge span will be supported by 6 x load cells.
Load cells and all electronics will be factory tested and approved prior to installation. Final calibration will be carried out on site by the manufacturer's engineers.

All weighbridges will be EU approved - Directive Number 90/384 EEC.

18. Tipping Hall

The tipping hall will include:

- marked tipping bays of equal width which will be distributed evenly across the face of the bunker, with a minimum clearance from wheel-stop to bunker wall of 2.5m.
- tipping chutes protected with wear plates and designed for a minimum service life of 10 years.
- tipping bays to accommodate all Contract Waste haulage and delivery vehicles, providing turning capability for the largest 44 tonne vehicles, a vehicle reversing guide with clear markers for reversing delivery vehicles
- safety features to prevent vehicles backing into the bunker, striking walls or structures, and to prevent any collisions between the waste crane and a vehicle in its fully extended tipping position
- a concrete walkway around the external perimeter of the tipping apron
- robust fast-acting doors that can be opened manually in emergencies
- independent operation of each tipping bay, so all bays can be used simultaneously for a combination of vehicles

The tipping bay design includes a vehicle reversing guide and barrier comprising 1000 mm high V-shaped impact barriers (with the 'V' pointing away from the bunker). Each guide will comprise concrete-encased, heavy steel plate (minimum 15mm thick mild steel) and be painted with black and yellow warning stripes.

The minimum vehicle turning depth between the back wall of the reception hall and the wheel guides at the concrete chutes will be 30 metres. A yellow line will be painted 3 metres from the tipping kerb.

Safety features (such as wheel kerbs or beams) will be provided to prevent vehicles backing into the bunker. All wheel kerbs or beams throughout the tipping hall will be encased in heavy steel plates (minimum 15mm thick mild steel) to provide adequate impact protection from front-end loaders clearing spill waste from the tipping slab.
Around the entire external perimeter of the tipping apron will be a concrete walkway, with a protective vehicle barrier where appropriate. The walkway will be flat and finished to the same standard as the tipping hall floor.

Additional protection will be provided to prevent vehicles from striking walls or exposed structures. Where wheel guides are inappropriate, other robust protection measures, mainly bollards, will be used.

The design of the tipping hall and bunker is such that it will not be possible for the waste crane to collide with a vehicle in the fully extended tipping position.

Vehicles will enter and exit the tipping hall via robust, fast-acting doors, which can be opened manually in emergencies, controlled locally or from the main control room and weighbridge offices or controlled automatically by the traffic control system.

The tipping hall floor and the vehicle access and laydown areas at each end of the bunker will be finished with a hardwearing smooth trafficable concrete surface. The surface finish will be able to withstand static and dynamic loading associated with mobile vehicles, loading shovel impacts and skips. The floor will have the minimum skid resistance stated in BS8204 tested by TRL apparatus under wet conditions.

19. Bunkers

There will be one bunker in the MT and AD process area and two in the EfW process area (a reception bunker and a storage bunker). The EfW reception bunker includes conveyor access from the MT and AD process.

Bunkers will be of concrete construction. Slip forming is not prohibited but, where used, will be of a high quality closed surface finish (Type B finish to BS8110/NSCS) with no ledges, steps or blemishes.

The design of the bunker structure, base slab and all walls and piers (below and above ground) up to the top slab level for crane maintenance/waste receiving hoppers is in accordance with the requirements of BS EN 1992-3 Eurocode 2, Design of concrete structures, Liquid retaining and containing structures”

Concrete will be specified to achieve a high quality dense and watertight structure, that is resistant to thermal, chemical and mechanical stresses.

Design life assessments shall be completed to demonstrate the adequacy of the design in complying with the required design life. The design contains no ledges for hanging up of waste and dust inside the bunker. Robust spill surfaces will be used to avoid any material build-up on horizontal surfaces.
The face of the concrete, and any surfaces in direct contact with waste, will be smooth to reduce adhesion of the waste to the concrete. The Contractor will use surface hardening systems to reduce the risk of surface damage from impact.

The design will include the appropriate grade of reinforced concrete for the bunker walls and slab. The Contractor will carry out a design study and submit a design report confirming the bunker construction is suitable for a minimum design life of 40 years. The design study will take account of the movement and vibration caused by waste deliveries and the waste crane, as well as the impact of the crane grabs on the floors and walls of the bunker. The design study will examine the options for surface finishes with the objective of:

- limiting spalling or cracking due to vibration and impact
- preventing the adhesion of waste to the bunker walls.

The construction will include the provision of all necessary passageways (including those at bunker base level), stairs and sumps. The concrete bunker will be designed for the appropriate loads.

20. Waste Feed Cranes

Supports for waste grab cranes will be installed, two cranes in the EFW and two cranes in the MT and AD bunkers. The structures will be designed and tested in accordance with BS 466, BS EN 13001 and BS 2573. The crane rails will extend beyond the bunkers to provide crane parking and maintenance areas at each end of the refuse hall.

Crane maintenance areas will be provided in the refuse bunker building. Crane rails for the maintenance crane will be installed at high level above the waste feed cranes. This will allow any parts of the waste feed crane to be removed and lowered to the floor, while the crane is parked in the maintenance area.

The cranes are operated manually, for which a viewing area will be provided within the control room. The crane workstation will provide maximum visibility over all parts of the bunkers and all the feed chutes. The viewing glass will have at least a two hour fire rating, and be equipped with a means to clean the glass.

21. MT Facilities

The MT process hall work includes the following:

- foundations for all equipment
- wash down collection and dispersal system
- feed chute floor and supports
• mechanical and electrical plant rooms
• cable and pipe ducts and support systems
• control room.

The process hall will enclose the MT and AD segregation equipment and ancillary equipment. Walkways and access to the plant will be provided by the equipment supplier.

The building design will use the minimum number of internal columns to allow ease of access to the equipment and minimise obstruction for maintenance purposes.

There will be adequate provision for fire escape routes and protected corridors, to meet the requirements of the Building Regulations and NFPA 850.

The floor slab will be laid to minimal falls to ease collection of wash down water. Falls will be arranged to collect water to the minimum number of gullies positioned outside any heavily trafficked routes. Any gully or trough covers will be suitable for three tonne solid wheel counterbalance fork lift truck loading. The floor finish will be as a minimum a type 3U unformed finish with a proprietary approved non-slip trowelled-in floor hardener. The finished floor will achieve a minimum slip resistance when wet and tested in accordance with BS 8204, TRL equipment.

The floor will be designed for an average blanket loading of 35 kN/m² and of sufficient thickness to accommodate equipment bolts.

The Contractor will supply and install a complete air ventilation system. The intake openings, louvres and natural ventilators will meet the architectural requirements.

It will be possible to increase the annual throughput of the MT Facility by either extending the shifts from 8 hours to 10 hours, or through the operation of additional shifts.

22. AD Facility

The AD facility will comprise various pieces of equipment to receive segregated fines from the MT Facility in order to undergo treatment in a digester to produce biogas for energy production. The principle elements will be a Dranco Digester, Steam generator, Gas Engine enclosure, Gas storage and Gas flare.

The Contractor will provide foundations for each piece of equipment according to the supplier's requirements, in particular the:

• Dranco digester
• chemical tanks (including bunding)
• containerised Biogas engines
• gas bag
• gas flare
• condensate vessel (including process water drain).

All steelwork to this area will be hot dip galvanised. Exposed cold formed sections (side rails and purlins) are not suitable and either galvanised hot rolled sections or stainless steel sections will be used. The lower 1m of wall will be water and chemical resistant.

The floor finish under the digester will be painted with a heavy duty industrial grade epoxy coating system subject to the Project Manager's approval.

All cladding will be double insulated or composite panel; the inner face of panels will have a plastic coated finish.

23. EfW Facility

The EfW Facility will include the following elements:

• Boiler house
• Turbine hall
• Air Cooled Condenser (ACC)
• Flue Gas Treatment facilities
• Reagents and residue storage area
• Urea storage
• Effluent treatment plant
• Chimney
• Ancillary buildings

Detail of the construction of these elements follows:

24. Boiler House

The boiler house layout and structure will completely enclose the boiler and ancillary equipment. The boiler house works will include, but are not be limited to, the following:

• foundations for ash handling systems
• process effluent and wash-down collection system, sedimentation chamber and effluent/water recycling facilities, etc
boiler foundations and support structures including supports for auxiliary fuel burners

boiler water treatment room, pumphouse, foundations, bunded compound, with chemical resistant surface treatment or tiles

goods lifts and motor rooms

reinforced concrete works, reinforced concrete and steel intermediate floors, maintenance platforms, connecting bridges, access stairs

mechanical and electrical plant room

cable and pipe ducts and support systems.

The design of the building structure and sequence of construction will accommodate boiler installation and future maintenance requirements.

The Contractor will be responsible for the supply and installation of a ventilation system to dissipate the heat created by the incinerator/boiler units, flue gas cleaning equipment, piping, feedwater tanks, other vessels and equipment.

The intake openings, louvres and natural ventilators will meet the architectural requirements. Doors and landings will be arranged to allow easy access for a pallet truck.

The layout of the boiler hall will take into account the position and elevation of the ash conveyors and allow adequate space for maintenance of all equipment.

There will be adequate provision for fire escape routes and protected stairwells, to meet the requirements of the Building Regulations and NFPA 850.

The suspended ground floor slab will be laid to fall towards the drainage system with a type 3 U unformed concrete finish with and proprietary approved non-slip trowelled-in floor hardener. The floor hardener will achieve minimum slip resistance when wet and tested in accordance with BS8204, TRL equipment. Suitably designed in situ concrete drainage channels will collect process water and prevent the build up of solids. Sulphate resisting portland cement will be used throughout. Gratings and covers within the boiler hall will be suitable for a three tonne solid wheel counterbalance fork lift truck.

A goods lift will be provided, either at one side of the boiler house or between the process streams, together with walkways and stairwells, to give access at all levels and for plant maintenance. The goods lift will be sized to accommodate the largest spares maintenance item required to be carried to upper floors within the building. The planned size will fit as a minimum a notional 1.2m² pallet, plus 800mm clearance all round.
Minimum capacity for the goods lift will be the heaviest of 1 tonne dead weight or heaviest maintenance spare part, plus pallet truck and operative. The lift car will be fitted with low maintenance long life lighting.

25. Turbine Hall

The turbine hall consists of:
- pipe pump and condensate cellar
- maintenance crane, rails and access galleries
- oil storage
- battery, rectifier and inverter rooms
- MCC rooms and cable flats
- staircases, walkways and maintenance platforms
- ventilation fan rooms.

The turbine generator set will be installed in a separate area, with the ACC immediately outside.

The turbine foundation slab will have flexible mounts and joints to avoid vibration transmission to the rest of the building as appropriate. Vibration assessments via structural computer analysis will be used in the design and construction of the turbine hall.

An overhead crane, with a safe working limit of 10 tonnes, will serve the complete length of the turbine hall for maintenance. At one end (at least) of the turbine hall, there will be a lifting well to ground level to allow loading/unloading of haulage and delivery vehicles, to which appropriate access will be provided.

Appropriate acoustic treatment to all openings will be provided to minimise noise breakout.

26. Air Cooled Condenser

The ACC will be separate from the main building and include:
- foundations and footings for the ACC
- a plant room for the vacuum, condensate collection and pumping systems (located in the turbine hall)
- electrical switch-gear enclosure and control room.

27. Flue Gas Treatment Area

The flue gas treatment plant will be located within the boiler house and will include:
• all substructure construction, floor slab, floor drains, and plinths for plant and equipment
• structural support steelwork for plant, equipment, piping, ductwork and cabling
• structural support steelwork for manual and electric maintenance hoists
• all access floors staircases etc, as required
• work area lighting.

28. Reagent and Residue Storage Area

Foundations, slabs, plinths etc and bunded compounds (for spillages) will be provided for the:

• activated carbon storage silo
• lime storage silo
• flue gas treatment residue
• access roads for articulated HGV tankers for delivery of consumables and removal of residues.

As well as:

• all associated support steelwork
• access stairs and walkways to tops of silos and intermediate equipment such as vibrating screens
• lighting columns or supports
• steel loading gantry and walkways for residue loading
• steelwork for residue conditioning equipment.

All surfaces coming into regular contact with chemicals will be protected with an appropriate chemical resistant lining.

The building will be sealed from the rest of the Facility to minimise dust breakout from the area. Dust suppression systems and adequate ventilation will be provided to keep the area safe for operatives.

29. Urea Storage Area

The Urea storage area will include foundations and bunded compounds for Urea including all associated support steelwork.
Spillage control system will include an emergency shower.

The Contractor will provide all barriers and signage to satisfy Urea suppliers’ requirements for use during tanker delivery.

30. Effluent Treatment Plant

The effluent treatment plant will include foundations and bunded compounds for effluent storage and treatment including all associated support structures.

All surfaces coming into contact with chemicals will be lined with an appropriate chemical resistant finish.

Floor drains will be arranged to minimise wet areas on the floor. Wet areas across designated walkways will not be permitted. Any floor-mounted electrical equipment will be placed on high concrete plinths with a minimum height of 100mm.

31. Ancillary buildings/structures

The Contractor will provide any foundations and rooms as required to house ancillary items of the plant.

The construction of all the ancillary buildings will use reinforced concrete floor slabs, beams and footings with a structural steelwork frame, profiled metal roof sheeting and wall cladding, brick walls, aluminium windows and doors as specified. There will be a concrete roof slab for the electrical substation. Pipe and cable ducts will be provided with removable covers, suitable for heavy goods traffic, to allow for access, maintenance and eventual replacement of pipes and cables. Covers will be designed, as a minimum, to support HA loading to heavy duty grade D400.

The Contractor will provide adequate foundations for all equipment including all plinths and holding-down bolts.

32. Offices and Visitor Centre

The Contractor will provide offices and a visitor centre. All office accommodation will be air conditioned, with active carbon filtration via a distributed system with a central plant room.

All facilities will provide for disabled access to satisfy Building Regulations requirements.

The design will provide:

- separate access for office personnel and visitors, and plant operatives and maintenance personnel, which will be through the locker room and showers.
• locker facilities for a minimum of 60 staff with separate facilities for male and female personnel.

• a proprietary partitioning system in locker and changing rooms that is easily demountable to accommodate future changes in the ratio of male to female staff

• noise insulation between locker rooms and surrounding areas and between management offices, meeting rooms and other areas taking into account the requirement for future changes to the partitioning

• access security via a computer controlled zonal swipe card system which will prevent access by unauthorised persons to the offices and from the offices to the plant areas. All personnel doors within the plant areas will be similarly equipped

• easily demountable internal office walls and partitions with a proprietary construction to enable future office alteration.

The Contractor will work closely with the Authority and the local district and borough councils to carry out an Equality Impact Assessment of our service in the early phases of development. This will comply with local requirements and the timetabling already planned by the Authority. The Contractor will then address gaps identified through the EIA process with a robust Action Plan to ensure equality and diversity are embedded throughout our service delivery. The design and construction of the facility will seek to minimise opportunities for discrimination and provide mitigation in order to comply with the requirements of the Disability Discrimination Act (DDA).

33. Roads and Hardstandings

Roads and hardstanding works will include:

• all trafficked areas where vehicles are stopping/starting and/or manoeuvring will be in concrete and all joints in concrete areas will be sealed with mastic and underlaid with a lapped damp proof membrane

• other trafficked areas will be hot rolled asphalt or concrete; all surfaces will be impermeable

• all roads will be designed to take account of loadings imposed by ISO containers and other vehicles of up to 44 tonne gross vehicle weight; roads will also take into account the turning circle of such vehicles

• all access doors and corners of buildings will have appropriate protection - either rubbing rails or bollards
- bollards will be of the planted type, not bolted
- white lining and traffic direction signage
- a bespoke lighting solution to street lighting is provided to illuminate all areas with fittings selected to minimise light pollution
- CCTV and security systems with controls in the main gatehouse and a switchable link to the control room.

Footpaths will be provided around the perimeters of all buildings. All undeveloped areas outside the outer perimeter road will be landscaped with topsoil and native shrubs. All areas inside the outer perimeter road will be finished with 40mm single size stone chippings, laid at a minimum of 100mm thickness, and underlain with anti-weed membrane.

34. Site Drainage System

The Site Drainage System will comply with Adoption Standards for Sewers as a minimum. All covers in trafficked areas or hardstandings will be to D400 rating as a minimum, as will access covers within 1m of a road or hardstanding edge.

The integrated water system will reduce the use of potable water and the off-site disposal of foul water. Rainwater will be harvested as the primary source of all process and wash down water, with the exception of boiler make-up water. It will pass through the various process stages, eventually being disposed of as digester feed or by incineration in the EfW Facility.

35. Ventilation System

The Contractor will design, supply and install the complete mechanical ventilation system (and, where required, heating and air conditioning) for the entire Facility and its ancillary buildings. The installation of ventilation systems will cover the following areas:

- bunker area (note that air extracted from the bunker hall will be used as combustion air in the furnace)
- boiler hall
- turbine hall
- ancillary equipment buildings, including transformer bays
- electrical equipment rooms and switchrooms
- other plant rooms
- basements.
The complete mechanical ventilation system will cover areas including workshops, stores, walkable cable ducts, toilets, showers and locker rooms and the emergency diesel generation room. The system will include the following components:

- mounted oscillating fans for areas including workshops, locker rooms, stores, and other locations to be approved by the Project Manager
- supply/exhaust air fans complete with motors, supply and exhaust grilles/diffusers and other accessories
- a ducting system complete with fibre glass insulation to supply and return air ducts, supply air diffusers, return air grilles, volume control dampers, splitter dampers, air modulators, fire dampers and supports
- all ventilation fan local control gears and switchgears comprising motor starters, meters, relays, timers, ammeters, associated electrical wiring and cabling, etc
- testing equipment, apparatus and tools for servicing and maintenance.

The supervisory control panels will incorporate:

- local and remote starting, stopping and monitoring of all fans, air conditioning plant and auxiliaries
- interlocking and protective devices, alarms, indication lights, control devices, timers and relays.

Adequate mechanical ventilation will be provided to meet the plant operational requirements and comply with all relevant regulatory requirements.

The air distribution system will include the following components:

- the supply and return air ducts
- plenum boxes
- volume dampers, splitter dampers, fire dampers and non-return dampers
- flexible connections and flexible ducts
- supply air diffusers
- return air grilles
- fresh air/exhaust air grilles/louvres; louvres will be Class A in accordance with BS EN 13030 and incorporate a water capture system to prevent rainwater entering the building.

36. Boiler House Ventilation System
The boiler house ventilation system will include the following components:

- air supply fans with motors
- all ductwork including ductwork supports and suspensions, and noise absorbing insulation for suction and the distribution of air to the boiler house
- all necessary isolation dampers with actuators
- intake screens for the boiler house walls, with frames and noise absorbing elements
- natural ventilators on the roof of each boiler house equipped with silencers
- sufficient air louvres at each boiler house wall.

With the ventilation system in operation and the boilers running at Maximum Continuous Rating (MCR), there will be sufficient air flow to the boiler house and pipe bays so that the temperature can be controlled.

The air intake will be positioned to avoid the recycling of warm air and designed so that during rain storms, any water is retained and is thus prevented from entering into the air stream. The air intake will be protected by screens and will be provided with sound absorbing elements and rain hoods.

The Contractor will be responsible for calculating the correct pressure drop and air flow throughout the entire ventilation system.

Noise levels will conform to HSE requirements and any applicable Planning Conditions. The fans will be switched on and off (individually with the option of all on/off) from the central control room.

The natural ventilators for the exhaust air will be located on the boiler house roof above the incinerator units.

37. Lighting Systems

The Contractor will provide interior, exterior and emergency lighting using appropriate high efficiency lighting systems and associated controls in all areas.

The general lighting and power installation will include:

- lighting system design to levels and standards recommended by the CIBSE exterior and interior lighting guidelines, and in accordance with Health and Safety guidelines, taking account of nature of the task to be performed in each area
- lighting levels in plant areas being sufficient to enable instrument readings to be obtained, and detailed maintenance and repair tasks to be undertaken
- luminaires
- high bay lighting in the tipping apron, including access to the lamps
- switching arrangements including contactors, coils etc
- 230v power socket outlets
- 400v remote transformers and 110v remote transformers
- cabling and cable transit systems
- an emergency lighting system which will be designed in accordance with BS 5266 and include all necessary luminaires, battery backup systems, cabling, panels, fittings and controls.

The Contractor will provide power socket outlets within each section of the Facility, including:

- 230 VAC power, single phase, 13 Amp sockets in office environments
- 400 VAC power, three phase, 60 Amp neutral welding socket outlets
- 110 VAC power, centre tapped, 25 Amp socket outlets for handheld power tools.

Weatherproof welding and small power tool socket outlets will be provided in open plant areas. Welding sockets and hand-held tool power outlets will be distributed conveniently around the Facility.

A lightning protection system will be provided in accordance with BS 6651. This will cover all new buildings and equipment, and will protect all electrical equipment within the buildings.

The Contractor will design and install an earthing grid.

38. Telephone and Internet Connections

The Contractor will source and provide a telephone system with telephone extensions to all areas of the Facility. There will be a minimum of eight external lines to the switchboard, plus dedicated lines and broadband connections for fax machines, modem links, remote monitoring systems and computer networks.

Telephone extensions will be provided in the following locations:

- all offices, with a flexible system to provide telephone extensions at each desk
- both weighbridge kiosks
- MT main hall (four extensions, equally distributed)
- at each platform level on each side of the boiler house
- the turbine hall
- the central control room (a minimum of three extensions)
- the tipping apron floor level near the entrance
- the FGT plant area at ground level on both sides of the building and at the top of each baghouse filter
- the bunker hall in the area of each crane maintenance bay
- the main workshop
- the stores
- the HV substation.

Acoustic hoods will be provided for all telephones installed within the waste processing area. In addition to this telephone system detailed above, the Contractor will supply a mobile two-way radio system for use by all personnel at the Facility. These mobile radios will be provided for all operational and management personnel.

39. Mechanical Treatment Plant Equipment

The MT Facility will be capable of sorting waste at a rate of 70 tonnes per hour, so that:

- at least 5% of the incoming material is recovered for recycling
- up to 40,000 tpa of organic waste is segregated from Contract Waste and conveyed to the AD Facility for further processing
- the remaining waste is conveyed to the EfW Facility.

The list of equipment that will be provided and installed within the MT Facility is as follows (for ease of navigation and to avoid repetition, this list does not include all of the conveyor belts connecting the different pieces of equipment that appear in the drawings; however, these are also included in our scope of supply):

- two in-feed chain belt conveyors with two hoppers
- two primary trommels
- two bag openers
- two organic waste trommels
• two ballistic separators five Near Infrared (NIR) units
• X-Ray sorting unit
• four overbelt magnet separators
• three eddy current separators
• Metal baler
• a paper and cardboard shredder
• two flip-flop type screens
• an automatic baler
• a moving floor – Recylates Storage Bunkers discharging system
• two waste handling crane systems
• a sorting cabin
• two compressor units
• a de-dusting system for the Processing Hall
• a process control system
• a compressed air system for optical separation.

The Design Life of the MT Facility will be the 25-year Service Period, plus 5 years’ residual life post Expiry Date.

All common systems and services will have redundancy built in so that if one system or component fails, the MT Facility can continue to operate.

The MT Facility will allow for a complete bypass of the AD Facility and will be designed to accommodate standard shut-downs for planned maintenance during the eight hours of the day (i.e., from Monday to Friday) when it is not operational. This will enable the replacement of worn components within this time.

Most of the transportation of solid materials throughout the MT Facility will be by standard conveyor belts. These belts will roll out into roller tables at 10° to 30°. All belts will be fitted with lateral edge seals. Scrapers will be provided to allow for the continuous cleaning of the belt.

The spacing between the support rollers will decrease on the approach to transfer zones, while tables with sliding surfaces will be provided in the sections with high loads.
Conveyor belts will be suitable for operation in horizontal and inclined planes. Parts subject to wear from abrasive contaminants, including anti-friction bearings, will be pre-packed, lubricated and effectively sealed against the ingress of moisture and contaminants.

Conveyor belts transferring the output waste and digestate to the EFW Facility’s waste bunker will be fully enclosed and ventilated.

All low beams on the steel structure supporting the conveyors will be prominently marked with luminous yellow and black markings.

All conveyor belts located less than 2.5m above the floor will include suitable guards to provide protection from the moving parts.

The belt transfer points will be environmentally sealed for straight and angular tipping and may be closed, if required, by ribbed curtains.

All transfer points to and from the conveyor belts will be equipped with suitable measures for eliminating spillages, including side guards, transfer chutes and fully enclosing the transfer point.

All components used in the MT area will be mounted off the ground on steel frames.

All treatment stations and machines will be accessible via walkways and footbridges. All walkways will be fitted with kick-boards, knee-boards and hand rails, and can be accessed from the ground level via stairways.

All motors will be fitted with PTC resistors (when available) which will be kept on separate terminals in the low voltage switch plant.

Frequency converters are usually used to regulate the speed of units and conveyor belts. Connection-ready complete devices for fitting in cabinets (IP 41) for internal use will be built in.

The lines for the frequency converter device will be laid on separate terminal blocks for ease of extension. Shielded cables and lines will be used as motor feed lines for the frequency converters in the internal and external area.

Speed regulation will be integrated in the Process Control System. Network reactions will be reduced or avoided by network substructure filters and/or a motor throttle. Any necessary motor protection will be taken into consideration for the frequency converters.

The scope of supply for cabling will include all switch power consumers and the control engineering for the whole of the MT Facility, with the following requirements:

- all cables will be laid in accordance with regulations on separate cable racks, in cable conduits, protective pipes, rigid lines, etc. The cables will aligned in
accordance with these regulations and laid next to one another at the appropriate
distances apart, to provide good ventilation

- the cable protective pipes will be covered at both ends with end bushes

- control and data lines will be laid separately from power cables. Preventative
  measures will be included in the calculations at the crossing points of power
  cables and control and data cables, so that the power cables do not interfere with
  the transmission signals in the control and data cables

- all cables and lines will be clearly marked at the beginning and the end, in a
durable manner as per the wiring diagrams

- all cable cross sections will be adequately dimensioned and matched to the
  individual consumers. The reduction factors used (e.g. ambient temperature, cable
  lengths and frequency) will be matched with the local conditions and calculations
  presented if required

- fastening, as well as the distance between the hanging rods or wall holders, will be
designed for the maximum load of the cableways

- a list of cables used will be produced

- the cables and lines will always be laid in one length without a connecting bush. All
  cable lines on ceilings and walls will meet regulatory requirements, will be the
  correct distance apart, and will provide good ventilation and so that fire protection
  measures can be applied in accordance with the regulations.

If the power supply is interrupted, the functionality of all PC stations used will be maintained
via an Uninterruptible Power Supply (UPS). This will enable them to be switched off in a
controlled manner, and provide the opportunity for data backup. Each PC station will have a
UPS system installed directly next to it.

The main features of the UPS are:

- protection from power failure voltage variations

- automatic voltage pre-regulation

- double power filter against voltage peaks and high frequency

- intelligent overload and short circuit protection

- automatic shut down of the PC-stations
network compatibility - maintenance free (gas tight) batteries, completely sealed storage batteries with a serviceable life of at least five years, and a bridging duration of at least 30 minutes will be used.

40. Anaerobic Digestion Plant Equipment

The AD Facility works will include the design, procurement, construction, erection on prepared foundations, commissioning and testing of all equipment required for the start-up, operation and shut-down (including emergency shut-down and isolation from the grid) of the AD Facility.

The AD Facility will receive both waste via conveyor belt from the co-located MT Facility, and process consumables. The AD Facility will then discharge digestate to the EfW Facility, and export electricity at the point of connection of the external HV cable owned by the Distribution Network Operator (DNO) to the site switchgear.

The scope of works and services includes the engineering, delivery, transport, mounting and commissioning of:

- one dosing unit
- four screws
- two feeding and one extraction pump
- one reactor
- one process water tank
- one hydraulic group
- one pneumatic group
- all necessary pipes, instrumentation, appendages, valves, insulation, steel supports and gantry floors
- one gas storage unit with water seal
- one flare
- one biogas cooling unit
- two blowers
- one iron chloride dosing unit
- one steam generator
- two biogas engines/generators
- switch cabinets
- electrical wiring for power supply and instrumentation
- one PLC and two PCs with software
- programming and visualisation
- all waste transfer equipment, from the dosing unit to the digestate mixer
- connection of the two gas engines to the 400V power supply.

The Design Life of the AD Facility will be the 25-year Service Period, plus 5 years' residual life post Expiry Date.

The AD Facility will accept the organic fraction (less than 40 mm) of the Contract Waste from the MT Facility.

The installation of the AD Facility will be designed to treat up to 40,000 tpa of the organic fraction (less than 40mm) from MSW. This equates to a weekly capacity of 800 tonnes or 114 tonnes per day, based on operations 52 weeks per year and 7 days per week.

The AD Facility will be fully automatic. The plant control and measuring system comprises a Programmable Logic Controller (PLC) and networked PCs. All digital and analogue signals coming from the plant will be collected in the PLC, which will transform them and produce the required output signals. The plant supervisor will control the PLC via the PCs.

Flow sheets displayed on the PC will monitor the operation of each part of the AD Facility. The AD Facility will be capable of sustained stable operation in the event of a sudden failure or trip of the grid connection while operating.

All common systems and services will have redundancy built in so that if one system or a component fails, the AD Facility will continue to operate. This will include:

- the plant air and air instrument requirements being served either by separate installations so that an unusual draw-down of plant air does not interfere with instrument and actuator air, or by a common system in which priority is given to the maintenance of the instrument air pressure
- having two emission monitoring systems so that in the event of one monitoring system failing, the affected line can be switched to the spare system
- the Distributed Control System (DCS) having a dual redundant data highway
- all processors and PCs on common services being duplicated in a hot swap/standby arrangement
the DCS being powered by a UPS with filtration so that voltage spikes do not interfere with the system. The DCS will operate for no less than one hour without an external power source

the biogas utilisation system being designed so the digestion process can continue operating after disconnection of the grid by bypassing the gas engines firstly to the gas storage and subsequently to the flare.

There will be no continuous sources of emissions from the AD Facility that will be subject to regulatory limits, except those for which guarantees are provided.

the flare design and emissions will comply with the requirements for landfill gas flares.

flares have been adequately sized to cope with the worst case scenario of maximum biogas production without any gas engines in operation. The flare emissions limits will be met under all anticipated operating conditions, including likely turn down ratios.

A standby feedwater pump will be provided for the water treatment process, to continue the addition of water to the digestion process in the event of the pump failing, or due to maintenance.

41. Energy from Waste Plant Equipment

The EfW Facility has been designed to treat up to 320,000 tpa of solid waste in two incineration streams based on a throughput of 20 tonnes per hour per stream. The combustion of waste will produce steam which will be used to generate electricity and potentially supply heat to external consumers, while maintaining a high degree of energy efficiency. The waste to be incinerated in the EfW Facility will be of the following types and origins:

- Refuse from Contract Waste treated through the MT Facility (around 58%), delivered by a conveyor belt in the waste bunker
- Digestate from Contract Waste treated through the AD Facility (around 12%), delivered by a pipe in the feed hopper
- Household Waste Recycling Centre (HWRC) residual Contract Waste (around 13%), delivered by vehicles and discharged through the tipping bays in the waste bunker.
- Commercial and Industrial (C&I) waste (around 17%), will be delivered by vehicles and discharged through the tipping bays in the waste bunker.
The EfW Facility will provide a complete incineration, low grade heat recovery (subject to demand) and flue gas treatment solution that supplies steam to a steam turbine generation set. It will treat the Contract Waste stream in two parallel incineration lines with energy recovery and power generation.

The EfW Facility will include the following features:

- Waste storage bunkers
- Reloading hopper
- Furnace
- Boiler and economiser
- DeNOx System
- Air Pollution Control (APC) System
- Turbine and Air Cooled Condenser (ACC)
- Ash Handling System.

The type of furnace used will be a roller grate with a parallel gas flow. This specific technology, which uses a high efficiency grate cooling system, enables the incineration of waste within a wide Low Heating Value (LHV) range.

The furnace combustion diagram in Figure overleaf outlines the ranges of throughput and thermal power within which the EfW Facility can operate continuously, and temporarily in an overload state, while complying with the Waste Incineration Directive, local regulations, particularly with regard to:

- air emission
- bottom ash quality
- residence time.

The grate dimensions will be 10m in length and 5m in width, and will utilise 6 rollers. Each line has been designed with the following load points shown in Table 1, assuming a nominal LHV of 9.0 MJ/kg:

<table>
<thead>
<tr>
<th>Case</th>
<th>Minimum</th>
<th>MCR</th>
<th>MCR+</th>
</tr>
</thead>
<tbody>
<tr>
<td>Waste Throughput (t/h)</td>
<td>12.0</td>
<td>20.0</td>
<td>21.0</td>
</tr>
<tr>
<td>Thermal Load (MWth)</td>
<td>30.0</td>
<td>50.0</td>
<td>50.0</td>
</tr>
</tbody>
</table>

Table 1: Furnace Load Points
The EFW Facility will be specified on the following basis for throughput and heat release:

- the maximum grate throughput is 21 t/h (+5% above MCR)
- the allowable throughput overload is 22 t/h (+10% above MCR)
- the allowable thermal overload is 55 MW (+10% above MCR)
- the overload is only acceptable temporarily.

The furnace combustion diagram follows in Figure overleaf, along with a summary of the furnace’s key features in Table 2. The furnace combustion diagram in Figure overleaf is a Tier One item.
Figure: Furnace Combustion Diagram
SCHEDULE 2 PART 2 - Redacted Copy

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nominal waste throughput, tpa</td>
<td>320,000</td>
</tr>
<tr>
<td>Number of incineration streams</td>
<td>2</td>
</tr>
<tr>
<td>Net Calorific Value (CV) of waste at design point, MJ/kg</td>
<td>9.00</td>
</tr>
<tr>
<td>Throughput of waste per boiler, tonnes/hour, each boiler firing at its</td>
<td>20.0</td>
</tr>
<tr>
<td>maximum continuously rated steam generation capacity (100% MCR) processing</td>
<td></td>
</tr>
<tr>
<td>waste at the design point.</td>
<td></td>
</tr>
<tr>
<td>Heat release, MWth, from the combustion of waste (based on net CV)</td>
<td>100</td>
</tr>
<tr>
<td>with primary combustion air preheated by turbine extraction to the</td>
<td></td>
</tr>
<tr>
<td>temperature corresponding to the guaranteed power output conditions at</td>
<td></td>
</tr>
<tr>
<td>100% MCR.</td>
<td></td>
</tr>
<tr>
<td>Turn-down ratio as percentage of MCR, while maintaining guaranteed live</td>
<td>70%</td>
</tr>
<tr>
<td>steam conditions without auxiliary firing.</td>
<td></td>
</tr>
<tr>
<td>Lowest net CV for which stable combustion and burn-out is maintained,</td>
<td>7.0</td>
</tr>
<tr>
<td>MJ/kg.</td>
<td></td>
</tr>
</tbody>
</table>

All plant to be designed and commissioned to operate in a safe and stable
manner, within emission and design temperature limits at 110% of MCR for periods
not exceeding 30 minutes in 4 hours and an average 24-hour value not exceeding
102% MCR.

Table 2: Basis for Furnace Combustion Diagram

The boiler and grate system will be capable of responding to conditions outside
the specified range safely and in a stable manner, and for widely varying waste analyses
within the specified range.

The plant instrumentation and control system will be designed to collect and
analyse the data, and perform all of the calculations necessary to identify the heat
release from the combustion of waste as a function of the measured live steam
output, deducting all heat not derived from the combustion of waste, including:

- air preheat
- heat produced by the auxiliary burners
- flue gas recirculation.
The roller grate will be flexible, with the ability to handle a wide range of calorific values and throughputs of waste which enable the incineration of waste within a wide LHV range.

The roller grate will have a high efficiency cooling system. During a rotation of the rollers, and after contact with the fire, the sections of the bars will be cooled. This will result in the average bar temperature remaining low, providing longevity and enhanced reliability.

The roller grate will contain six zones each with independently controlled rotation speeds and primary air flows. The combustion control, which includes an infrared pyrometer, uses this concept to provide efficient steam flow control and high quality combustion.

This will provide the flexibility to handle a wide range of waste calorific values and throughputs, while generating minimum residues and achieving compliance with emission limits.

The parallel stream flow combustion chamber is above the first four rollers of the grate, resulting in the gas residing in the high temperature zone and oxidising atmosphere for a prolonged period. High speed secondary air injections positioned at the outlet of this chamber will create gas turbulence, and this will be facilitated by the shape of the chamber.

The Contractor will install two burners:

- a start-up burner, located at the bottom of the grate
- a support burner in the lateral wall at the inlet of the first pass.

This configuration provides better heat distribution during the start-up and shutdown sequences, and also during operation at reduced thermal load. It results in lower fuel consumption and increases the lifetime of the refractory.

The first part of the boiler sits in the parallel stream flow combustion chamber. The first pass will start above the fifth and sixth rollers of the grate, with secondary air injected at the bottom of this pass.

The combustion chamber and the first pass of the boiler will be protected by refractory lining or tiles, up to a height at which the gas temperature reaches 950°C. A combination of brickworks, tiles and refractory concrete will be provided, taking into account the geometrical and thermal constraints of the furnace and the boiler.

A cladding of Inconel will be applied, starting in the first pass 0.3m before the top refractory limit, including the roof, and finishing at the entrance of the second pass. The first three rows of the final superheater will also be covered by an Inconel cladding.
SCHEDULE 2 PART 2 - Redacted Copy

The exchangers inside the boiler are specifically designed to easily receive maintenance during the planned shutdowns. The boiler has been designed to operate at MCR with the following conditions:

- steam pressure at superheaters outlet: 60 bar abs
- steam temperature at superheaters outlet: 415°C
- boiler feed water temperature: 140°C
- flue gas temperature at boiler outlet: 180°C clean – 200°C fouled
- flue gas temperature at stack inlet: 140°C
- maximum flue gas inlet superheaters temperature at MCR: 650°C.

The developed heat exchange area of the boiler will be finalised in detailed design, but is estimated to exceed 6,200m². The boiler will be vertical, to minimise the footprints and optimise the plant arrangement.

The Contractor will provide a boiler with a sliding steam control point, with corresponding steam temperatures at the boiler outlet, as follows:

- for regimes between 95% and 110% MCR, the Contractor warrants 415°C
- for regime of 85%, the Contractor warrants 400°C
- for regimes between 85% and 94% MCR, the Contractor warrants a temperature varying between 400°C and 415°C for the regime load.

To control the boiler fouling and avoid any hand-cleaning before the end of the first year of operation, an automatic water cleaning device will be provided in the second pass. The convective exchangers (superheaters, evaporators, economisers) will be located in the third and fourth passes, and will be cleaned by soot blowers. The exchangers will be arranged in rows of tubes with a sufficiently wide space to limit fouling and prevent any risk of clogging. The boiler fouled temperature will be set at 200°C.

The second economiser (ECO 2), also known as the condensate exchanger, will be used to recover heat from the flue gas exiting the boiler. The flue gas will be cooled down from 180°C to around 145°C, to heat up condensate from 110°C to around 130°C (figures at 100% MCR). Due to the APC reagent change to lime as explained below, the ECO 2 has been shifted upstream of the bag filter.

The Air Pollution Control (APC) system covers the acid gas (HCl, HF, SOx) neutralisation, heavy metals, dioxins and furans capture, fly ash and reaction products filtration, and residues handling and storage.
A recirculating dry system process using lime and active carbon will be provided and will comply with the applicable Environmental Regulation and with the European Directive 2000/76/EC.

This dry system process features the following steps:

- Reagents are injected as a dry powder into the duct between the second economiser and the bag house filter, where the flue gas temperature is 145°C.
- The gas is then filtered into a high efficiency bag filter with a particularly tight design, to avoid any leakage of fly ash and reaction products at the stack. The reactions taking place in the filter are the neutralisation of acid gas by lime and the heavy metals, dioxins and furans adsorption by active carbon.
- The emission levels in the exhaust clean gas are permanently controlled by a gas analyser complying with the EU Directive and Environmental Permit.
- The clean gas is sent to the atmosphere via an 80m stack, illuminated to comply with all necessary standards.

At the EFW Facility, bottom ash storage will:

- Have built in contingency flexibility to facilitate mechanical shovel ash removal if crane operation is unavailable for any reason.
- Minimise conveyor runs/spillage to avoid windblown problems and cleaning.
- Be fully enclosed within the building perimeter (as will vehicle loading).

At the discharge of the bottom ash extractor, a grizzly vibrating screener will be used to separate bulky parts, which will then be stored in a container.

The bottom ash will be transported by a vibrating conveyor belt to a box with a storage capacity of seven days at MCR.

The following general principles will apply:

- The wall thicknesses of any ductwork exposed to products of combustion will not be less than 4mm.
- The wall thickness of any vessel or equipment casing, including the baghouse filter casing, will not be less than 4mm.
- Mechanical conveying of powders and residues will be used where possible. Where pneumatic conveying is used, the selected systems will have a reliable service record in the application. Pneumatic conveying pipework will be of a material proven to give durable service in an identical application; bends will be reinforced. Pipework will be installed in replaceable sections. Critical delivery
and transfer lines will be duplicated with a facility for rapidly switching between conveying lines.

The Contractor will supply a turbine designed to accept the variations of thermal load and steam conditions, which can be met within the range illustrated in the combustion diagram.

The steam turbine will be equipped with a bypass to enable the boiler to operate without the turbine. It will be possible to access and work on the turbine while the bypass is in operation. The turbine bypass, ACC and auxiliary equipment will be arranged so that the steam from the boiler (running at 110% MCR) can be bypassed to the ACC under the most extreme weather conditions.

The turbine generator will be able to operate continuously with varying steam throughputs, extraction levels and condenser pressures. Emphasis will be placed on generating the maximum possible electricity, with or without steam extraction.

The system will be capable of operating at MCR without the use of the bypass over the entire range of ambient air temperatures (-10°C to 35°C, dry bulb).

The steam turbine will incorporate comprehensive provisions for drainage of condensate at the low pressure end of the turbine. This is so that it can tolerate a steam moisture content (including the condensate drained into the exhaust duct) as great as 15%, without suffering significant degradation.

It will also be possible to operate the turbine without bypass or safety valves opening, with all incineration streams operating at 110% MCR for short periods, in case of high thermal loads on the boiler.

It is anticipated that the lowest acceptable load of the turbine will be approximately 60%. Between 85% and 110% boiler load, the capacity of the steam turbine will be such that the incineration unit operating at MCR will be able to simultaneously deliver live steam to the turbine, at the guaranteed live steam temperature and pressure, without using the bypass or safety valves.

The feedwater supply temperature will be, at a minimum, 130°C at economiser entrance for all conditions with waste combustion.

The Proposal for European Directive sets the criterion for energy efficiency performance as follows:

$$\frac{E_p - (E_f + E_i)}{0.97 \times (E_w + E_f)} \geq 0.65$$
The ratio of electricity and heat produced, imported energy deducted, divided by the energy contained in the waste and any added fuel, less 3% loss due to radiation and bottom ash, with correction factor on both electrical and heat production, shall be higher than or equal to 0.65.

With conversion of power into annual energy, the calculated efficiency performance ratio of this facility will be 0.717. This is above 0.65 and aligns with the Proposal for European Directive.

All EiW Facility systems are designed to operate for 7,800 hours continuously between outages for maintenance or cleaning.

The maximum number of planned shut-downs will be:

- one main shut-down for repair, statutory inspection and cleaning; and
- not more than one short inspection shut-down per year.

The EiW Facility has been designed in a manner that permits standard shut-downs for planned maintenance of no greater than 7 days of 24-hour working.

42. Noise Performances

All equipment will be designed in accordance with the European Directive 2003/10/EC on the minimum Health and Safety requirements regarding the exposure of workers to the risks arising from physical agents (noise). The ACC will be designed assuming a noise level of 60 dB (A) at 20 m, excluding any background noise.

43. Design Life

The Design Life of the process plant is 30 years. The Design Life of the civils works is 40 years.

The Design Life is defined as the period of time over which

- the plant is expected to continue to meet its performance guarantees with predictable operating and maintenance costs without the necessity to rebuild major structural elements of the installations;
- subject to operation and maintenance in accordance with the Contractor's operating and maintenance instructions and in accordance with Good Industry Practice.

Any elements or components requiring replacement during the Design Life have been designed – and will be constructed – so that they can be replaced in a planned shut-down of not more than three weeks duration with sufficient safe access.

Parts that are expected to have a service lifetime equal to the Design Life include:
SCHEDULE 2 PART 2 - Redacted Copy

- foundations and piling (40 years)
- roads and drains, including the vehicle ramp to the tipping apron (40 years)
- reinforced concrete works (40 years)
- building structures (40 years)
- process related structural steelwork (40 years)
- the stack (30 years)
- the steam drum and main tubing headers of the high pressure steam boilers (30 years).

The combustion grate is designed for in excess of 40,000 operating hours life.

44. Tests on Completion

Our proposed Facility Take Over Test procedures are described in detail in Appendix 3 (Completion Test Procedures).

During the Works Period the Contractor will work with the Authority to create a Working Group to manage the process of commissioning and acceptance of the Facility, with representatives from:

- The Contractor and our subcontractors
- The Authority
- The Independent Certifier

45. Timetable for Notice to the Authority

In discussions with the Working Group the Contractor will prepare a commissioning and acceptance schedule which will include:

- a detailed programme to show when plant will be offered for performance of the Facility Take Over Tests including pass/fail parameters where appropriate
- test procedures which will be used to demonstrate satisfactory operation of the equipment during the Facility Take Over Test procedures
- test record documentation which will be completed and maintained as part of the permanent plant record system
- inputs required from all parties (waste for commissioning purposes etc).

This schedule will enable all parties to have suitable representation on site for all Facility Take Over Test procedures. The Contractor anticipates that the schedule will initially be
issued no less than three months prior to commencement of the Facility Take Over Tests, though it will be a live document, updated by the Working Group as the Works proceed.

46. Perimeter Security

- A boundary fence will provide perimeter security which will be a 2.4m grid mesh fence painted green
- The main entrance gate will be an electrically driven sliding gate. It will be open during normal working hours and closed at all other times. It will be opened via a live swipe card, or by intercom connection to the control room, and remote manual opening. The gate will open automatically when exiting the site.
- A pedestrian gate will be adjacent to the main entrance gate. It will be fitted with an automatic closer and closed at all times. It will open by means of a live swipe card, or following intercom communication with the control room and remote manual opening. The gate will be opened by push button when exiting the site.
- CCTV will monitor the entrance gate, pedestrian gate and the whole boundary (see next section).

47. External Areas Security

- High level CCTV cameras will be strategically positioned, mounted on buildings on masts. Cameras will be fitted with infrared lights for night time coverage, to reduce light pollution.

All external CCTV cameras will have an automatic sweep and manual override option. Cameras will be linked to and controlled from monitors in the weighbridge offices and main control room.
- External lighting will be kept to the minimum level required to allow safe working and pedestrian/vehicle movement.

48. Internal Security

- Restricted areas, such as the substation, will have their own locking and security system with access restricted to specified personnel
- The Reception area
  - in and out quick-close vehicle doors will be operated in conjunction with the weighbridge systems; their default position will be closed
  - two pedestrian doors will be opened using a live swipe card, with exit via a push bar
SCHEDULE 2 PART 2 - Redacted Copy

CCTV coverage will monitor the area, controlled from the main control room. The output from this camera will be displayed on a monitor in the visitor centre.

For EFW Facility, MT Facility and AD Facility:

- CCTV coverage of the areas will be controlled from the main control room. The output from selected cameras serving these areas will also be displayed on a monitor in the visitor centre.

- Vehicle doors to these areas will have a default closed position, which can be overridden by a swipe card, to allow forklifts etc to move backwards and forwards.

- Pedestrian doors will be opened from the outside using a live swipe card, with exit via a push bar.

- The main control room will be a secure room located within the EFW Facility:
  - the entry door will be operated in and out by a live swipe card. The door will be linked to a coded entry alarm.

49. Visitor Centre/ Office Security

- Main entrance and rear entrance doors will be opened by means of a live access control system, or following intercom communication with the office or the main control room who will manually open the door remotely. Exit will be by push button activation.

- Fire escape doors will have a push bar opening.

- Access doors will be alarmed.

50. Fire Protection

The Site will have a fully integrated fire detection and control system, with detection and control methods tailored to the particular area of the Site they serve.

The main areas will be:

- external roads and turning areas
- the Visitor Centre and offices
- the tipping hall
- the MT Facility, its waste bunkers and adjacent recyclables storage area
- the EFW Facility, its waste bunkers and its associated plant, including condensers
- the AD Facility
the electrical plant, including the main substation.
The fixed systems will be fed via a firewater holding tank.

The whole fire protection system will be connected to an emergency power supply. The fire alarm system will be buffered by its own battery set.

As the Site is designed for HGV access, hardstanding roadways will be provided around the Site which will give suitable access for fire service vehicles.

A fire ring main will circle the Site with strategically positioned hydrants to serve the external areas, buildings and plant. Hydrants will be provided within 90m of an entry point and not more than 90m apart; they will be part of a ring main and located no less than 6m from a building. The basic supply from the ring main will be 1,500l/min.

The visitor centre and offices will be a two storey building, constructed in accordance with the recommendations of Approved Document B, with fixed fire protection systems and appropriate portable extinguishers. This building will have a minimum of two exits, and a fire alarm.

The tipping hall will be equipped with fire detection and fire alarm systems.

In addition to the requirements of NFPA 850, the fire equipment for the MT and EIW bunkers will include:

- remote control operated fire cannons mounted on the bunker walls, with the following specifications:
  - sufficient fire cannons to provide full coverage of the waste bunker within 80% of the fire cannon trajectory
  - the facility for manual control under the direction of the crane operator
  - movement will be through a predefined arc (unless manually overridden by the crane operator)
  - automatic sweeping powered by fire water pressure to commence as soon as a fire is detected or when triggered by an operator in the control room
  - continued automatic sweeping to cover the entire waste surface when abandoned by the operators until manually stopped
  - remote operation with a manual/remote control device, including two control panels located in the refuse crane control room
  - automatic valves as required
SCHEDULE 2 PART 2 - Redacted Copy

their location will avoid damage by waste handling processes, e.g. the waste crane or waste discharge

they will be easy to replace and maintain

- fire hose reels located for fighting bunker and feed hopper fires
- fire water sprays at each feed hopper opening, automatically controlled on detection of fire or manually triggered on an individual basis from the control room
- pipework and all electric cabling, wiring, interlocks and alarms for the fire system

Bunker fire detection systems will provide continuous monitoring of glowing fires and smouldering waste in each of the waste bunkers. Each system will comprise an infrared camera mounted within the bunker, operated via a personal computer (PC) with proven software accommodated in the waste crane control rooms.

Given the dusty and humid atmosphere in the bunkers, the requirement for an uninterrupted working mode and the importance of the system in emergencies, the infrared camera will provide a short surveillance cycle. The components will be continuously checked by the system to guarantee safe operation of the system, which will include a temperature measurement function.

For proper detection, the bunker will be divided into zones which will be scanned periodically by the infrared camera. During the observation period for a zone the system will measure the temperature and generate alarms if it rises above a pre-set value. It will also indicate the zone in which the higher temperature was detected. Information obtained from this detection system will be useful for the bunker fire fighting operation when bunker visibility is zero.

The fire equipment for the MT Facility will include the following:

- a sprinkler system installed to cover all areas within the MT building where recyclables will be stored,
- a two hour (minimum) fire wall between the bunker and the MT process hall, subject to agreement with Building Control, the Fire Officer, Insurers and the requirements of NFPA 850; any windows through the wall will be designed to achieve a fire rating of the same duration as the fire wall,
- fire doors for all openings in fire walls or barriers which, where practical, are also airlocks.
a fire alarm system conforming to BS 5839 pt 1, with detection to ‘P1’ standard; this will detect a fire and allow machinery to be shut down and the Fire Service to be called at the earliest opportunity

- flame detectors in high risk areas
- IR detection for detecting smouldering fires in the waste hoppers
  - detection will be connected to control devices that will shut down the plant to mitigate any fire effects
- emergency lighting throughout the building, installed to BS 5266.

The EfW Facility will require special fire protection measures, as detailed below.

- **Refuse hopper nozzle spray systems** will provide an evenly distributed fine water spray to cover the entire waste hopper, leaving no blind spots:
  - each nozzle will have a minimum flow rate of 180 l/min and will be installed under the roof
  - the maximum coverage area per sprinkler will be 9m²
  - the nozzles will be fastened to the piping with adjustable ball fittings for adjustment of spray direction, not welded onto the supply pipes
  - the nozzle spray system for each waste hopper will be activated via motorised valves controlled from the waste crane control rooms with manual activation possible via ball valves.
  - strainers will only be installed if required by the local fire fighting regulations as they are not normally installed in such a system.
  - it will be possible to isolate each waste hopper nozzle spray system via manual valves on the piping before the motorised and ball valves.

**Steel Structures**

- Sprinklers / water deluge systems designed in accordance with NFPA 15 providing a minimum of 10.2l/m² will protect vertical steel columns and crane rails from structural heat damage
  - the system will also ensure cooling of the glass partition between the control room (crane operation) and the bunker via fixed water spray nozzles
  - the nozzles will be installed in locations which avoid damage from waste handling processes such as the waste crane operations, waste discharge, etc.
pipe routes will be planned to provide minimum changes in direction to avoid projections and obstructions.

Turbine Generator Room

- An automatic sprinkler system covering the areas subject to oil accumulation, including the area within the turbine leggings (skirt) will protect the lubricating and control oil lines
  - the automatic sprinkler system will be designed to provide a density of 12.2 mm/min over the protected area

- Automatic closed head sprinklers with directional nozzles will protect the turbine generator bearings
  - the automatic sprinkler system will be designed to provide a density of 10.2 mm/min over the protected area

- An automatic sprinkler system will protect all areas beneath the turbine-generator operating floor which are subject to oil flow, oil spray, or oil accumulation

- A two-hour fire resistant wall will isolate the turbine generator room from the rest of the Facility.

Boiler Burners

- A stationery foam water generator will be installed close to the oil tanks and to each burner of the boiler with a water supply from the external hydrant pipe
  - the system will incorporate deluge valves with sprinklers providing full coverage for the protected area and will be of the total flood type

- An alarm and detection system (heat and/or flame detector) will be installed
  - manual operation will be via control switches located at a safe distance from the protected area.
  - fixtures and accessories will also be provided to enable testing of the system by actual activation without disturbance to other equipment in the vicinity.

Transformers

- Two-hour fire resistant walls will protect
  - the transformers room and the partition walls between transformers
SCHEDULE 2 PART 2 - Redacted Copy

- any outdoor oil-insulated transformer from adjacent structures or any other oil-insulated transformer, or protection will be provided by spatial separation in accordance with Table 5-2.4.3 of NFPA850

- automatic water spray in accordance with NFPA 15 will protect oil filled transformers not meeting the fire barrier requirements above

- Each oil-insulated transformer will be bunded.

51. Standards and Regulations

The design and installation of all Building Services will be based on British Standards and Codes of Practices with reference to the CIBSE Guide Volumes A to F, CIBSE lighting codes and CIBSE commissioning codes.

Building Design Life criteria will be used in the design and selection of all components to achieve durability, efficiency, ease of access and economy of maintenance. Where components will be visible reference will also be made to the Architect's drawings and specifications to achieve a high standard of finish and appearance.

All building services will be fully designed in detail so that every aspect of connections, building penetrations, draining and venting, support and finishes are specified for the installer.
Appendix 1

Works Drawings

Attached as a CD and initialled by the Parties.

The Parties acknowledge and agree that the Works Drawings are designated as a Tier Two item.

[CD inserted]
Key Dates

The Parties acknowledge and agree that the designation of the Key Dates set out below as a Tier Two item is subject to the terms of the Agreement including the operation of clauses 10 (Construction Programme), 14 (Compensation Events), 20A (Commissioning) and Schedule 8 (Review Procedure) of this Agreement.

Subject to the paragraph above, the Contractor shall comply with this schedule of key dates as a Tier Two Item:

<table>
<thead>
<tr>
<th>ID</th>
<th>Key Milestones</th>
<th>Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Submission of the updated Construction Programme for approval in accordance with the Review Procedure</td>
<td>14/11/2014</td>
</tr>
<tr>
<td>2</td>
<td>Commencement of the EFW Facility and the civil construction works on Site</td>
<td>01/02/2015</td>
</tr>
<tr>
<td>3</td>
<td>Completion of all the civil construction works for the AD Facility</td>
<td>29/02/2016</td>
</tr>
<tr>
<td>4</td>
<td>Commencement of the AD Facility works on Site</td>
<td>01/03/2016</td>
</tr>
<tr>
<td>5</td>
<td>Completion of all the civil construction works for the MT Facility</td>
<td>30/11/2016</td>
</tr>
<tr>
<td>6</td>
<td>Commencement of the MT Facility works on Site</td>
<td>01/12/2016</td>
</tr>
<tr>
<td>7</td>
<td>Commencement of MT Facility pre-commissioning on Site</td>
<td>01/03/2017</td>
</tr>
<tr>
<td>8</td>
<td>Issue of first Readiness Test Certificate</td>
<td>31/03/2017</td>
</tr>
<tr>
<td>9</td>
<td>Construction completion of the MT Facility</td>
<td>31/05/2017</td>
</tr>
<tr>
<td>10</td>
<td>Take Over Test Certificate for the MT Facility</td>
<td>30/06/2017</td>
</tr>
<tr>
<td>11</td>
<td>Commencement of the AD Facility commissioning on Site</td>
<td>01/07/2017</td>
</tr>
<tr>
<td>12</td>
<td>Commencement of the EFW Facility commissioning on Site</td>
<td>01/07/2017</td>
</tr>
<tr>
<td>13</td>
<td>Construction completion of the EFW Facility and the AD Facility</td>
<td>31/12/2017</td>
</tr>
<tr>
<td>14</td>
<td>Take Over Test Certificate for the EFW Facility and the Take Over Test Certificate for the AD Facility</td>
<td>31/01/2018</td>
</tr>
<tr>
<td>15</td>
<td>Construction completion certificate for the civil construction works. Take Over Test Certificate for the Facility</td>
<td>31/01/2018</td>
</tr>
</tbody>
</table>
OUTLINE COMMISSIONING PLAN

The Parties acknowledge and agree that for the purposes of the Authority’s obligations in clause 20B (Commissioning of the Facility) the waste tonnages, the overall duration of the Commissioning Period and the duration of each high level activity to be performed during the Commissioning Period as set out in the Outline Commissioning Plan are designated as Tier Two items. Subject to this designation, the Parties shall develop and agree the details of the Commissioning Plan in accordance with the Review Procedure.
Appendix 3

Completion Test Procedures

The Parties acknowledge and agree that the designation of the Completion Test Procedures set out in this Appendix 3 as a Tier Two item is subject to the operation of clause 20B.6 of this Agreement.

1.1 EfW Take Over Test

The EfW Take-Over Test shall be carried out over a period of twenty-eight (28) days following completion of construction of the Facility by the Contractor.

The Contractor shall provide the Authority with at least five (5) days prior notice before commencing the EfW Take-Over Test.

The purpose of the EfW Take-Over Test is to show that the EfW Facility is capable of sustained operation in compliance with the EfW Service Availability Criteria (set out in paragraph 1.3 below).

The EfW Take-Over Test shall continue until the EfW Service Availability Criteria have been met for twenty eight days of operation.

The EfW Service Availability Criteria will need to be modified in agreement with the Independent Tester in accordance with clause 20B of the Agreement in the case that sufficient waste to fully test the EfW Facility at the specified rates for 28 days cannot be provided in accordance with the Commissioning Plan. In that case the EfW Take Over Test shall be adjusted to demonstrate that the EfW Facility can operate at the available waste rate. The EfW Facility might be operated for shorter periods of time at full capacity or each line operated separately at full capacity.

<table>
<thead>
<tr>
<th>Starting Criteria</th>
<th>Approval of the Construction Completion Report</th>
</tr>
</thead>
<tbody>
<tr>
<td>Duration</td>
<td>Minimum 28 days</td>
</tr>
<tr>
<td>Ending Criteria</td>
<td>Meeting the EfW Service Availability Criteria.</td>
</tr>
<tr>
<td>Result of Completion</td>
<td>The issuing of the Take Over Test Certificate by the Independent Tester</td>
</tr>
</tbody>
</table>

1.2 EfW Take Over Test Procedure

The Contractor shall demonstrate that the EfW Facility is capable of meeting the EfW Service Availability Criteria.

During the test, the EfW Facility shall be operated by the Works and Operating Sub-Contractor's staff with the participation of the relevant Construction Contractor's staff, and the tests shall be witnessed by the Independent Tester (noting that the Contractor and Authority may also elect to witness the performance of the tests). Subject to the requirements of the Commissioning Plan, the Works and Operating Sub-Contractor may
make any adjustments which may be necessary to adapt the EFW Facility to the input conditions.

The EFW Facility instrumentation shall be recalibrated if necessary during the test. The emission monitoring systems shall be calibrated before the test and set up to record data continuously throughout the test.

### 1.3 EFW Service Availability Criteria

During the 28 days test period, the total thermal input of the EFW Facility shall be at least 90% x annual design capacity x 4 weeks + 52 weeks/year and with the turbine generating power. The annual design capacity being 780,000 MWh/year.

The EFW Facility must also operate with no more than 3 repeated failures owing to the same cause which would instigate the stoppage of an incineration line or the turbine.

One stop per boiler is allowed during this period and the time for any such stoppage (from stop time to when the boiler is at MCR again) will be added on to the 28 days period.

Emission values shall not be in excess of emission limits for more than 5 hours for the 28 days period.

If the conditions above are not met, the test period shall restart from the beginning.

### 1.4 AD Take Over Test

The AD Take-Over Test shall be carried out over a period of twenty-eight (28) days following completion of construction of the Facility by the Contractor.

The Contractor shall provide the Authority with at least five (5) days prior notice before commencing the AD Take-Over Test.

The purpose of the AD Take-Over Test is to show that the AD Facility is capable of compliance with the AD Service Availability Criteria (set out in paragraph 1.6 below).

The AD Take-Over Test shall continue until the AD Service Availability Criteria have been met for twenty eight days of operation.

The AD Service Availability Criteria will need to be modified in agreement with the Independent Tester in accordance with clause 20B of the Agreement in the case that sufficient waste to fully test the AD Facility at the specified rates for 28 days cannot be provided in accordance with the Commissioning Plan. In that case the AD Take Over Test shall be adjusted to demonstrate that the AD Facility can operate at the available waste rate.

<table>
<thead>
<tr>
<th>Starting Criteria</th>
<th>Approval of the Construction Completion Report</th>
</tr>
</thead>
<tbody>
<tr>
<td>Duration</td>
<td>Minimum 28 days</td>
</tr>
<tr>
<td>Ending Criteria</td>
<td>Meeting the AD Service Availability Criteria</td>
</tr>
<tr>
<td>Result of Completion</td>
<td>The issuing of the Take Over Test Certificate</td>
</tr>
</tbody>
</table>
1.5 AD Take Over Test Procedure

The Contractor shall demonstrate over a 28 days period that the AD Facility is capable of safe operation and meeting the AD Service Availability Criteria.

During the test, the AD Facility shall be operated by the Works and Operating Sub-Contractor's staff with the participation of the relevant Construction Contractor's staff and shall be witnessed by the Independent Tester (noting that the Contractor and Authority may also elect to witness the performance of the tests). Subject to the requirements of the Commissioning Plan, the Works and Operating Sub-Contractor may make any adjustments which may be necessary to adapt the AD Facility to the input conditions.

The AD Facility instrumentation shall be recalibrated if necessary during the test. The emission monitoring systems shall be calibrated before the test and set up to record data continuously throughout the test.

1.6 AD Service Availability Criteria

During the 28 days test period, the total mass throughput of the AD Facility shall be at least 90% x annual design capacity x 4 weeks ÷ 52 weeks/year. The annual design capacity of the AD Facility being 40,000 tonnes/year.

During the test, the AD Facility shall operate within the following emissions limits:

- Nitrogen Dioxide < 500 mg/m³
- Sulphur Dioxide < 350 mg/m³
- Carbon monoxide < 1,400 mg/m³
- Volatile Organic Compounds < 75 mg/m³

The above limits are daily average limits and corrected to the reference conditions in the Environmental Permit.

If the conditions above are not met, the test period shall restart from the beginning.

1.7 MT Take Over Test

The MT Take-Over Test shall be carried out over a period of twenty-eight (28) days following completion of construction of the Facility by the Contractor.

The Contractor shall provide the Authority with at least five (5) days prior notice before commencing the MT Take-Over Test.

The purpose of the MT Take-Over Test is to show that the MT Facility is capable of operation in compliance with the MT Service Availability Criteria (set out in paragraph 1.9 below).

The MT Take-Over Test shall continue until the service availability criteria have been met for twenty eight days of operation.
The MT Service Availability Criteria will need to be modified in accordance with the Independent Tester in accordance with clause 20B of the Agreement in the case that sufficient waste to fully test the MT Facility at the specified rates for 28 days cannot be provided in accordance with the Commissioning Plan. In that case the MT Take Over Test shall be adjusted to demonstrate that the MT Facility can operate at the available waste rate.

<table>
<thead>
<tr>
<th>Starting Criteria</th>
<th>Approval of the Construction Completion Report</th>
</tr>
</thead>
<tbody>
<tr>
<td>Duration</td>
<td>Minimum 28 days</td>
</tr>
<tr>
<td>Ending Criteria</td>
<td>Meeting the MT Service Availability Criteria.</td>
</tr>
<tr>
<td>Result of Completion</td>
<td>The issuing of the Take Over Test Certificate</td>
</tr>
</tbody>
</table>

1.8 MT Take Over Test Procedure

The Contractor shall demonstrate over a 28 days period that the MT Facility is capable of safe operation and complying with the MT Service Availability Criteria.

During the test, the MT Facility shall be operated by the Works and Operating Sub-Contractor's staff with the participation of the relevant Construction Contractor's staff, and shall be witnessed by the Independent Tester (noting that the Contractor and Authority may also elect to witness the performance of the tests). Subject to the requirements of the Commissioning Plan, the Works and Operating Sub-Contractor may make any adjustments which may be necessary to adapt the MT Facility to the input conditions.

1.9 MT Service Availability Criteria

During the 28 days test period, the total mass throughput of the MT Facility shall be at least 90% x annual design capacity x 4 weeks ÷ 52 weeks/year. The annual design capacity of the MT Facility being 250,000 tonnes per annum.

The MT Facility shall accept Contract Waste, extract recyclates and produce other outputs for processing in the AD and EfW Facilities.

1.10 Visitor Centre Take Over Test

The Visitor Centre shall be inspected by the Independent Tester for the purposes of demonstrating that the building has reached practical completion, complies with all relevant health and safety requirements, is capable of receiving visitors and providing training, presentations to local groups, school visits to the Site and local community meetings (subject to the constraints of the Planning Permission).
NORTH YORKSHIRE COUNTY COUNCIL and the CITY OF YORK COUNCIL

Schedule 4
Performance Framework

CONTENTS

1. Introduction 2
2. Performance Framework 2
3. Monitoring and Reporting 11
4. Incapacitated Vehicles 11
5. Provision of Records 11
A. In this Schedule 4 (Performance Framework), the definitions set out in clause 1 shall apply.

1. INTRODUCTION

This Schedule sets out the mechanism for monitoring the performance of certain of the Contractor's obligations under the Agreement, and for determining the Performance Deductions to be applied in arriving at the Monthly Unitary Charge Payment in accordance with the Payment Mechanism.

2. PERFORMANCE FRAMEWORK

2.1 The Contractor shall deliver the Services so that there are no Performance Failures in respect of any KPI. The provisions of this paragraph 2 shall apply to any Performance Failure.

Reasonableness of Performance Deductions

2.2 The parties hereby acknowledge and agree that the Performance Deductions specified in this Schedule are genuine pre-estimates of the loss which would be incurred by the Authority as a result of Performance Failures.
FIGURE 1 – SCHEMATIC OF THE PERFORMANCE MONITORING REGIME

Performance Failure occurs

YES

Repeated Failure within the relevant Repeated Failure Period?

NO

Resolution Period does not apply.

NO

Performance Failure rectified within the relevant Resolution Period?

YES → Close

Apply Repeated Failure Multiplier to all Performance Failure Points

Performance Failure Points allocated

Performance Failure Notice issued

YES

Close

Performance Failure rectified within the Rectification Period?

NO

further Performance Failure Points allocated in respect of each Rectification Period until Performance Failure rectified.

YES → Close

Performance Failure rectified within the relevant Performance Failure Long Stop Period?

NO

Regime Change

Accumulation of Performance Failure points result in deductions and eventually in termination for Contractor Default.
Resolution Period

2.3 Subject to paragraph 2.7, upon a Performance Failure, the Contractor may rectify that failure during the relevant Resolution Period without being liable for Performance Failure Points.

2.4 If the Performance Failure has not been rectified before the end of the relevant Resolution Period, the relevant number of Performance Failure Points shall be allocated to the Contractor at the end of the relevant Resolution Period.

2.5 The relevant Resolution Period for any Performance Failure is the period set out in column 7 of Table 2 for the relevant KPI.

2.6 Performance Failure Points means in respect of any Performance Failure the number of points set out in column 8 of Table 2 for the relevant KPI.

2.7 Where there is a Repeated Performance Failure (as defined in 2.17 below), no Resolution Period will be available to the Contractor in respect of that Repeated Performance Failure and Performance Failure Points shall be allocated to the Contractor on the occurrence of that Repeated Performance Failure. In this Schedule, references to a Performance Failure shall be deemed to be references to Repeated Performance Failure where the context requires.

Rectification Period

2.8 If the Contractor fails to rectify the Performance Failure within the relevant Rectification Period then a further set of relevant Performance Failure Points will be allocated to the Contractor the Repeated Failure Multipliers being applied if appropriate. If the Performance Failure is rectified then no further Performance Deductions shall be allocated to the Contractor in respect of that Performance Failure.

2.9 The Rectification Period for any Performance Failure is the period set out in column 9 of Table 2 for the relevant KPI.

Repeated Performance Failure

2.10 Until such time as the Performance Failure is rectified, the Contractor will suffer further Performance Failure Points at the expiry of each Rectification Period in which that Performance Failure is not rectified.

2.11 The expiry of each subsequent Rectification Period until the Performance Failure is rectified will be considered a Repeated Performance Failure, and the Repeated Failure Multiplier as set out in Table 1 will be applied to the Performance Failure Points relating to the relevant Rectification Period.

2.12 The first Rectification Period shall start at the end of the relevant Resolution Period.
Performance Failure Longstop Period

2.13 The Performance Failure Longstop Period shall start at the end of the relevant Resolution Period. The Resolution Period for any Performance Failure is the period set out in column 7 of Table 2. The Performance Failure Longstop Period for any Performance Failure is the period set out in column 10 of Table 2.

Performance Failure Notice

2.14 If the Contractor fails to rectify a Performance Failure in respect of which there is a Performance Failure Longstop Period within the Resolution Period, the Authority may issue a notice to the Contractor ("Performance Failure Notice") pursuant to Clause 38A of the Agreement directing the Contractor to rectify that Performance Failure within the Performance Failure Longstop Period.

2.15 Not used

Performance Default

2.16 Failure of the Contractor to rectify the Performance Failure before the expiry of the Performance Failure Longstop Period shall entitle the Authority to require the Contractor to terminate the relevant contract as contemplated by clause 38A.3 of the Agreement.

Repeated Performance Failure

2.17 A Repeated Performance Failure arises where (a) there has been a previous Performance Failure in respect of the same KPI within the Repeated Failure Period for that KPI or (b) a Performance Failure occurs that is not rectified during the first Rectification Period applicable to that Performance Failure.

Repeated Failure Period

2.18 Whether or not there has been a previous Performance Failure in respect of the same KPI, the Repeated Failure Period for any KPI is the period specified in column 11 of Table 2 for that KPI (the "Repeated Failure Period") and ending at the start of the first Rectification Period of the latest Performance Failure for that KPI. Any Performance Failure in respect of the same KPI that occurred within that Repeated Failure Period will be taken into account in determining whether the latest Performance Failure is a Repeated Performance Failure and also in determining the appropriate Repeated Failure Multiplier.

Repeated Failure Multiplier

2.19 The Repeated Failure Multiplier as set out in Table 1 will be applied to all Performance Failure Points relating to the relevant Repeated Performance Failure.
Table 1. Repeated Failure Multipliers

<table>
<thead>
<tr>
<th>Number of Performance Failures relating to the same KPI within Repeated Failure Period</th>
<th>Repeated Failure Multiplier applied to subsequent Performance Failure Points allocation</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Redacted]</td>
<td>[Redacted]</td>
</tr>
<tr>
<td>[Redacted]</td>
<td>[Redacted]</td>
</tr>
<tr>
<td>[Redacted]</td>
<td>[Redacted]</td>
</tr>
<tr>
<td>[Redacted]</td>
<td>[Redacted]</td>
</tr>
<tr>
<td>[Redacted]</td>
<td>[Redacted]</td>
</tr>
</tbody>
</table>

Calculation of Total Performance Deduction

2.20 For each relevant Payment Period, the Performance Deduction in respect of the Services shall be calculated by reference to the number of Performance Failure Points and the value of Performance Failure Points as follows:

\[ PD = PFP_i \times VP \]

Where:

- \( PD \) = Performance Deduction
- \( PFP_i \) = The total number of Performance Failure Points in respect of the Services which the Contractor accumulated during the relevant Payment Period (after application of the Repeated Failure Multiplier, where appropriate); and
- \( VP \) = £1

Performance KPIs

2.21 The columns in Table 2 describe for each KPI:

- **Column 1.** the KPI reference number;
- **Column 2.** the name of the KPI;
- **Column 3.** NOT USED;
- **Column 4.** a description of the relevant Performance Failure;
- **Column 5.** Monitoring Period
- **Column 6.** the frequency at which the Contractor is required to report performance against the relevant KPI;
- **Column 7.** the Resolution Period;
Column 8. the number of Performance Failure Points to be allocated on each application (subject to Repeated Failure Multipliers as appropriate);

Column 9. the Rectification Period;

Column 10. the Performance Failure Longstop Period;

Column 11. the Repeated Failure Period.
<table>
<thead>
<tr>
<th>KPI No</th>
<th>Key Performance Indicator</th>
<th>NOT USED</th>
<th>Performance Failure</th>
<th>Monitoring Period</th>
<th>Reporting Frequency</th>
<th>Resolution Period</th>
<th>Performance Failure Points</th>
<th>Rectification Period</th>
<th>Long Stop Period</th>
<th>Repeated Failure Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Contract Waste Recycling</td>
<td></td>
<td>Failure to meet the recycling target for Contract Waste being 5% of Contract Waste to be recycled or composted.</td>
<td>Annual</td>
<td>Annual</td>
<td>N/A</td>
<td>[Redacted]</td>
<td>N/A</td>
<td>N/A</td>
<td>72 Months</td>
</tr>
<tr>
<td>2</td>
<td>Quality Management System</td>
<td></td>
<td>Failure to obtain certification for the provision of the Services in accordance with ISO9001 or equivalent standard within 18 months of the Service Commencement Date and to maintain certification thereafter</td>
<td>Continuous</td>
<td>Monthly</td>
<td>3 Months</td>
<td>[Redacted]</td>
<td>6 Months</td>
<td>18 Months</td>
<td>72 Months</td>
</tr>
<tr>
<td>3</td>
<td>Environmental Management System</td>
<td></td>
<td>Failure to obtain certification for the provision of the Services in accordance with ISO14001 or equivalent standard within 18 months of the Service Commencement Date and to maintain certification thereafter</td>
<td>Continuous</td>
<td>Monthly</td>
<td>3 Months</td>
<td>[Redacted]</td>
<td>6 Months</td>
<td>18 Months</td>
<td>72 Months</td>
</tr>
<tr>
<td>4</td>
<td>Health and Safety System</td>
<td></td>
<td>Failure to obtain certification for the provision of the Services in accordance with BS OHSAS 18001-2007 or equivalent standard within 18 months of the Service Commencement Date and to maintain certification thereafter</td>
<td>Continuous</td>
<td>Monthly</td>
<td>3 Months</td>
<td>[Redacted]</td>
<td>6 Months</td>
<td>18 Months</td>
<td>72 Months</td>
</tr>
<tr>
<td>5</td>
<td>Failure to Report</td>
<td></td>
<td>Failure to submit a report as detailed in Appendix 1 Output 1 of Schedule 1 (Authority Requirements), or failure to notify the</td>
<td>Continuous</td>
<td>N/A</td>
<td>5 Business Days</td>
<td>[Redacted]</td>
<td>1 Business Day</td>
<td>3 Month</td>
<td>72 Months</td>
</tr>
<tr>
<td>KPI No</td>
<td>Key Performance Indicator</td>
<td>NOT USED</td>
<td>Performance Failure</td>
<td>Monitoring Period</td>
<td>Reporting Frequency</td>
<td>Resolution Period</td>
<td>Performance Failure Points</td>
<td>Rectification Period</td>
<td>Long Stop Period</td>
<td>Repeated Failure Period</td>
</tr>
<tr>
<td>-------</td>
<td>--------------------------</td>
<td>----------</td>
<td>---------------------</td>
<td>-------------------</td>
<td>--------------------</td>
<td>-------------------</td>
<td>---------------------------</td>
<td>---------------------</td>
<td>-----------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>6</td>
<td>Visitor Centre</td>
<td></td>
<td>Authority of a breach under the Agreement at the earliest practicable opportunity for each and every breach.</td>
<td>On occurrence</td>
<td>Annual</td>
<td>N/A</td>
<td>[Redacted]</td>
<td>N/A</td>
<td>N/A</td>
<td>72 Months</td>
</tr>
<tr>
<td>7</td>
<td>Community/Public Care</td>
<td></td>
<td>Failure to comply with Schedule 2, Part 1 Sections 101, 102 and 103 regarding complaints and/or the Contractor’s Community/Public Care Procedure</td>
<td>On occurrence</td>
<td>Monthly</td>
<td>N/A</td>
<td>[Redacted]</td>
<td>N/A</td>
<td>N/A</td>
<td>1 Month</td>
</tr>
<tr>
<td>8a</td>
<td>Authority Vehicle average turnaround time MT Facility</td>
<td></td>
<td>Subject to paragraph 4, failure to provide an average daily turnaround time of less than 20 minutes for all Authority nominated vehicles at each Reception Facility.</td>
<td>Daily</td>
<td>Monthly</td>
<td>N/A</td>
<td>[Redacted]</td>
<td>N/A</td>
<td>N/A</td>
<td>3 Months</td>
</tr>
<tr>
<td>8b</td>
<td>Authority Vehicle average turnaround time EIW Facility</td>
<td></td>
<td>Subject to paragraph 4, failure to provide an average daily turnaround time of less than 30 minutes for all Authority nominated vehicles at each Reception Facility.</td>
<td>Daily</td>
<td>Monthly</td>
<td>N/A</td>
<td>[Redacted]</td>
<td>N/A</td>
<td>N/A</td>
<td>3 Months</td>
</tr>
<tr>
<td>9a</td>
<td>Authority Vehicle maximum turnaround time MT Facility</td>
<td></td>
<td>Failure to provide a maximum turnaround time of less than 30 minutes for all Authority nominated vehicles at each Reception Facility.</td>
<td>Daily</td>
<td>Monthly</td>
<td>N/A</td>
<td>[Redacted]</td>
<td>N/A</td>
<td>N/A</td>
<td>3 Months</td>
</tr>
<tr>
<td>9b</td>
<td>Authority Vehicle maximum turnaround time EIW Facility</td>
<td></td>
<td>Failure to provide a maximum turnaround time of less than 40 minutes for all Authority nominated vehicles at each Reception</td>
<td>Daily</td>
<td>Monthly</td>
<td>N/A</td>
<td>[Redacted]</td>
<td>N/A</td>
<td>N/A</td>
<td>3 Months</td>
</tr>
<tr>
<td>KPI No</td>
<td>Key Performance Indicator</td>
<td>Performance Failure</td>
<td>Monitoring Period</td>
<td>Reporting Frequency</td>
<td>Resolution Period</td>
<td>Performance Failure Points</td>
<td>Rectification Period</td>
<td>Long Stop Period</td>
<td>Repeated Failure Period</td>
<td></td>
</tr>
<tr>
<td>--------</td>
<td>--------------------------</td>
<td>---------------------</td>
<td>-------------------</td>
<td>-------------------</td>
<td>------------------</td>
<td>-------------------------</td>
<td>---------------------</td>
<td>-----------------</td>
<td>------------------------</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Amenity Value</td>
<td>Facility.</td>
<td></td>
<td>Monthly</td>
<td>N/A</td>
<td>[Redacted]</td>
<td>N/A</td>
<td>N/A</td>
<td>12 Months</td>
<td></td>
</tr>
</tbody>
</table>

Failure to sweep the A166 and the slip road to the Facility as set out in Section 25 of Schedule 2 Part 1.
3. MONITORING AND REPORTING

3.1 The Contractor will be responsible for the monitoring and accurate recording at all times of its own performance of the Services and of compliance with, or default under, the requirements of this Schedule.

3.2 The Contractor will notify the Authority of any Performance Failures when providing the information required by Appendix 1 of Schedule 1 (Authority's Requirements).

3.3 Where necessary the Authority will undertake its own assessment and monitoring in seeking to verify the accuracy of any information submitted to it by the Contractor.

3.4 The reporting frequency set out in column 5 of Table 2 is the minimum frequency with which the Contractor is required to monitor and report as necessary on all elements of the Services.

4. INCAPACITATED VEHICLES

4.1 This paragraph applies where a vehicle breaks down and is unable to be moved ("an incapacitated vehicle"). In the case of any Performance Failure in respect of KPIs 8a, 8b, 9a, 9b where that Performance Failure is attributable to a vehicle having become incapacitated, then the Resolution Period shall be deemed to commence upon the repair or other removal of that incapacitated vehicle.

5. PROVISION OF RECORDS

5.1 The Contractor shall keep up to date records of its monitoring of its performance for each KPI, in an accessible and readable format and shall permit access to them free of charge to the Authority on reasonable notice.

5.2 Where the Authority reasonably believes that the Contractor has not monitored its performance properly in respect of any KPI or any other aspect of the Services, the Authority can direct the Contractor to improve the manner in which it conducts its inspections or monitors its performance, and the Contractor shall comply with such direction.
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SCHEDULE 5

TESTING REGIME

Part 1

Readiness Tests

1

Prior to the issue of any Readiness Test Certificate, the Contractor shall satisfy the Independent Tester that:

1.1
the pre commissioning tests for the MT Facility, the AD Facility and the EfW Facility (as set out in the Commissioning Plan) have been performed and satisfactorily completed; and

1.2
all Necessary Consents, including but not limited to a Planning Permission and an Environmental Permit, have been obtained for the Facility and are maintained and in force.

2
For the avoidance of doubt, it is acknowledged by all Parties that any construction activities that are in progress at the date of the relevant Readiness Test which do not prejudice the ability of the relevant Facility to receive and safely treat waste in accordance with any Necessary Consents shall not prevent the issue of the relevant Readiness Test Certificate.

3

Readiness Tests for the MT Facility

3.1
The Contractor shall provide to the Independent Tester (with a copy to the Authority's Representative) the following documentary package no less than ten (10) Business Days prior to undertaking any Readiness Tests for the MT Facility. These are documents to be prepared by or on behalf of the Contractor. The documentary package shall be sufficiently developed and detailed to enable the Independent Tester to perform its obligations pursuant to Appendix 3 of Part 2 of Schedule 2 (Contractor’s Proposals), this Schedule 5 and the Independent Tester’s Appointment and shall incorporate:

3.1.1
general arrangement, section and elevation drawings for the MT Facility;

3.1.2
relevant process and instrumentation drawings for the MT Facility;

3.1.3
electrical single line drawings for the MT Facility; and

3.1.4
relevant process operating standards.

3.2
Sufficient Works shall have been completed and operational processes are available to enable the MT Facility to comply with all relevant Legislation and Necessary Consents and to safely accept waste in accordance with the Commissioning Plan, the Waste Acceptance Protocol and the Health Safety and Welfare Plan.
3.3 Relevant staff training has taken place in accordance with paragraphs 58, 62 and 75 of Part 1 of Schedule 2 (Contractor's Proposals) and signed records of training are available for inspection.

4 Readiness Tests for the AD Facility

4.1 The Contractor shall provide to the Independent Tester (with a copy to the Authority's Representative) the following documentary package no less than ten (10) Business Days prior to undertaking any Readiness Tests for the AD Facility. These are documents to be prepared by or on behalf of the Contractor. The documentary package shall be sufficiently developed and detailed to enable the Independent Tester to perform its obligations pursuant to Appendix 3 of Part 2 of Schedule 2 (Contractor's Proposals), this Schedule 5 and the Independent Tester's Appointment and shall incorporate:

4.1.1 general arrangement, section and elevation drawings for the AD Facility;

4.1.2 relevant process and instrumentation drawings for the AD Facility;

4.1.3 electrical single line drawings for the AD Facility; and

4.1.4 relevant process operating standards.

4.2 Sufficient Works have been completed and operational processes are available to enable the AD Facility to comply with all relevant Legislation and Necessary Consents to safely accept waste in accordance with the Commissioning Plan, the Waste Acceptance Protocol and the Health Safety and Welfare Plan.

4.3 Relevant staff training has taken place in accordance with paragraphs 58, 62 and 75 of Part 1 of Schedule 2 (Contractor's Proposals) and signed records of training are available for inspection.

5 Readiness Tests for the EfW Facility

5.1 The Contractor shall provide to the Independent Certifier (with a copy to the Authority's Representative) the following documentary package no less than ten (10) Business Days prior to undertaking any Readiness Tests for the EfW Facility. These are documents to be prepared by or on behalf of the Contractor. The documentary package shall be sufficiently developed and detailed to enable the Independent Tester to perform its obligations pursuant to Appendix 3 of Part 2 of Schedule 2 (Contractor's Proposals), this Schedule 5 and the Independent Tester's Appointment and shall incorporate:

5.1.1 general arrangement, section and elevation drawings for the EfW Facility;

5.1.2 relevant process and instrumentation drawings and heat balance diagram for the EfW Facility;

5.1.3 electrical single line drawings for the EfW Facility; and

5.1.4 relevant process operating standards.

5.2 Sufficient Works have been completed and operational processes are available to enable the EfW Facility to comply with all relevant Legislation and Necessary Consents to safely accept waste in accordance with the Commissioning Plan, the Waste Acceptance Protocol and the Health Safety and Welfare Plan.
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5.3 Relevant staff training has taken place in accordance with paragraphs 58, 62 and 75 of Part 1 of Schedule 2 (Contractor's Proposals) and signed records of training are available for inspection.

6 Readiness Test for the Visitor Centre (Claro House)

6.1 The Contractor shall provide to the Independent Certifier (with a copy to the Authority's Representative) the following documentary package no less than ten (10) Business Days prior to undertaking the Readiness Tests for the Visitor Centre. These are documents to be prepared by or on behalf of the Contractor. The documentary package shall be sufficiently developed and detailed to enable the Independent Tester to perform its obligations pursuant to Appendix 3 of Part 2 of Schedule 2 (Contractor's Proposals), this Schedule 5 and the Independent Tester's Appointment and shall incorporate:

6.1.1 general arrangement, section and elevation drawings for the Visitor Centre civils works;

6.1.2 electrical single line drawings for the Visitor Centre; and

6.1.3 relevant process operating standards.

6.2 The Visitor Centre works comply with all relevant Legislation and Necessary Consents have been provided in accordance with the Commissioning Plan, Health, Safety and Welfare Plan.

6.3 Relevant staff training has taken place in accordance with paragraphs 58, 62 and 75 of Part 1 of Schedule 2 (Contractor's Proposals) and signed records of training are available for inspection.
MT Facility Take Over Tests

The "MT Facility Take Over Tests" shall mean:

1.1 The Readiness Tests for the MT Facility set out in paragraph 3 (Readiness Tests for the MT Facility) in Part 1 of this Schedule 5 have been satisfactorily passed.

1.2 First draft issues of "as built drawings" and operation and maintenance manuals for the MT Facility are available for inspection.

1.3 The MT Facility complies with the relevant aspects of the Authority's Requirements in relation to the Works.

1.4 The MT Facility complies with the relevant requirements of Part 3 to this Schedule 5.

1.5 The MT Take Over Test (as defined in Schedule 2, Part 2, Appendix 3 of the Project Agreement) has been satisfactorily passed.

1.6 The Contractor has satisfied the Independent Tester that the MT Facility Take Over Tests set out in paragraphs 1.1 to 1.5 (inclusive) above have been performed in accordance with any relevant requirements and/or parameters set out in the Commissioning Plan.

AD Facility Take Over Tests

The "AD Facility Take Over Tests" shall mean:

2.1 The Readiness Tests for the AD Facility set out in paragraph 4 (Readiness Tests for the AD Facility) of Part 1 of this Schedule 5 have been satisfactorily passed.

2.2 First draft issues of "as built drawings and operation and maintenance manuals for the AD Facility are available for inspection.

2.3 The AD Facility complies with the relevant aspects of the Authority's Requirements in relation to the Works.

2.4 The AD Facility complies with the relevant requirements of Part 3 to this Schedule 5.

2.5 The AD Take Over Test (as defined in Schedule 2, Part 2, Appendix 3 of the Project Agreement) has been satisfactorily passed.

2.6 The Contractor has satisfied the Independent Tester that the AD Facility Take Over Tests set out in paragraphs 2.1 to 2.5 (inclusive) above have been performed in accordance with any relevant requirements and/or parameters set out in the Commissioning Plan.

EfW Facility Take Over Tests

The "EfW Facility Take Over Tests" shall mean:

3.1 The Readiness Tests for the EfW Facility set out in paragraph 5 (Readiness Tests for the EfW Facility) of Part 1 of this Schedule 5 have been satisfactorily passed.
3.2 First draft issues of "as built drawings" and operation and maintenance manuals for the EiW Facility are available for inspection.

3.3 The EiW Facility complies with the relevant aspects of the Authority's Requirements in relation to the Works.

3.4 The EiW Facility complies with the relevant requirements of Part 3 to this Schedule 5.

3.5 The EiW Take Over Test (as defined in Schedule 2, Part 2, Appendix 3 of the Project Agreement) has been satisfactorily passed.

3.6 The Contractor has satisfied the Independent Tester that the EiW Facility Take Over Tests set out in paragraphs 3.1 to 3.5 (inclusive) above have been performed in accordance with any relevant requirements and/or parameters set out in the Commissioning Plan.

4 Visitors Centre Facility Take Over Tests

The "Visitor Centre Facility Take Over Tests" shall mean:

4.1 The Readiness Tests for the Visitor Centre set out in paragraph 6 (Readiness Tests for the Visitor Centre (Claro House)) of Part 1 of this Schedule 5 have been satisfactorily passed.

4.2 First draft issues of as built drawings and operation and maintenance manuals for the Visitor Centre are available for inspection.

4.3 The Visitors Centre is in accordance with the relevant aspects of the Authority's Requirements in relation to the Works.

4.4 The Visitors Centre complies with the relevant requirements of Part 3 to this Schedule 5.

4.5 The Visitor Centre Take Over Test (as defined in Schedule 2, Part 2, Appendix 3 of the Project Agreement) has been satisfactorily passed.

4.6 The Contractor has satisfied the Independent Tester that the Visitor Centre Facility Take Over Tests set out in paragraphs 4.1 to 4.5 (inclusive) above have been performed in accordance with any relevant requirements and/or parameters set out in the Commissioning Plan.
A. MT Facility

1. The MT Facility includes the following items of plant and equipment, arranged as two parallel treatment lines, allowing independent operation:
   - two in-feed chain belt conveyors with two hoppers;
   - two primary trommels;
   - two bag openers;
   - two organic waste trommels;
   - two ballistic separators five Near Infrared (NIR) units;
   - a x-ray sorting unit;
   - four overbelt magnet separators;
   - three eddy current separators;
   - a metal baler;
   - a paper and cardboard shredder;
   - two flip flop type screens;
   - an automatic baler;
   - a moving floor – Recylates Storage Bunkers discharging system;
   - two waste handling crane systems;
   - a sorting cabin;
   - two compressor units;
   - a de-dusting system for the Processing Hall;
   - a process control system;
   - a compressed air system for optical separation; and
   - all associated conveyor belts. At least two complete sets of repair parts for conveyor belts are available on Site.

2. The waste conveyor system forming part of the MT Facility allows for a complete bypass of the AD Facility.

B. AD Facility

1. The AD Facility includes the following items of plant and equipment:
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- one dosing unit;
- four screw conveyors;
- two feeding and one extraction pump;
- one reactor;
- one process water tank;
- one hydraulic group;
- one pneumatic group;
- one gas storage unit with water seal;
- one flare;
- one biogas cooling unit;
- two blowers;
- one iron chloride dosing unit;
- one steam generator;
- two biogas engines/generators;
- switch cabinets;
- one PLC and two PCs with software; and
- connection of the two gas engines to the 400V power supply.

C. EfW Facility

1. The EfW Facility includes the following features and items of plant and equipment:
   - waste storage bunkers;
   - reloading hopper;
   - furnace;
   - boiler and economiser;
   - DeNOx System;
   - Air Pollution Control (APC) system;
   - turbine and Air Cooled Condenser (ACC);
   - ash handling system;
   - the grate dimensions are 10m in length and 5m in width, and the grate will utilise six (6) rollers;
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- a start-up burner, located at the bottom of the grate;
- a support burner in the lateral wall at the inlet of the first pass; and
- a cladding of Inconel, starting in the first pass 0.3m before the top refractory limit, including the roof, and finishing at the entrance of the second pass. The first three rows of the final superheater will also be covered by an Inconel cladding.

2. The steam turbine is equipped with a bypass to enable the boiler to operate without the turbine.

3. Without prejudice to paragraph E1 below, the EfW Facility shall constitute an R1 energy recovery plant fulfilling the EU energy efficiency requirements (R1 Energy Efficiency formula in Annex II of the Waste Framework Directive).

D. Visitor Centre

1. A visitor centre is provided for business, educational and community visits in association with the development and to facilitate waste awareness activities.

2. The Visitor Centre will provide access to a visitor’s viewing walkway inside the MT and EfW buildings.

E. Additional Items of the Works to be subject to Take Over Certification:

The Parties acknowledge and agree (and shall make the Independent Tester aware) that the Facility Take Over Tests in respect of the final Facility to be subjected to its Facility Take Over Tests shall include review and certification by the Independent Tester of the following requirements which relate to the Facility generally:

Environmental Permit

1. The Facility meets the following requirements of the Environmental Permit:

- The Continuous Emission Monitors employed in the EfW Facility have been certified by MCERTS.
- For the period of the EfW Take Over Test as set out in Appendix 3 of Part 2 of Schedule 2 the EfW Facility has successfully met the requirements of the Environmental Permit relating to point source emissions to air-emission limits and monitoring (Table S3.1 in Schedule 3 to the Environmental Permit).
- Each of the pre-operational conditions within the Environmental Permit have been successfully completed prior to commissioning (and where required by the Environmental Permit after completion of furnace design or before any furnace operation).

Performance

2. Having regard to the as built design of the MT Facility and EfW Facility, the relevant Facility is in the opinion of the Independent Tester (such opinion to be provided in accordance with the requirements of the Independent Tester's Appointment) capable of satisfying the following minimum performance requirements:

- recyclates removal: five percent (5%) of Contract Waste; and
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- diversion of Contract Waste from landfill: ninety percent (90%) of Contract Waste.

Waste Reception:

3. Provision has been made for the quarantining of vehicles and/or wastes arriving at the Facility.

4. The database which is accessed via the computerised data logging and transmission equipment provided with the weighbridges is capable of recording the following categories of data for each waste and product (i.e. outgoing) consignment:
   - transaction date;
   - origin – i.e. council, HWRC, etc.;
   - sequential transaction number (or weighbridge ticket if different);
   - destination or origin Site name;
   - licence number;
   - description of waste in accordance with the European Waste Catalogue;
   - time weighed in;
   - vehicle registration;
   - driver’s reference;
   - transfer note number, if issued;
   - gross weight;
   - net weight;
   - actual tare weight; and
   - time weighed off.

5. All weighbridges are EU approved - Directive Number 90/384 EEC.

6. There is storage capacity on Site equivalent to a volume of 17,000 m³ for at least seven (7) days of maximum Contract Waste design throughput (circa 5,800 tonnes).

7. There are six (6) tipping bays for the MT Facility and four (4) tipping bays for the EfW Facility.

8. The tipping hall is fully enclosed save for the requisite door openings and has a functioning negative pressure system installed.

9. The tipping hall has an internal clearance providing ready access to all the bunkers with a minimum tipping height of eight (8) metres and access and exit ramps are designed to appropriate clearances.

10. The tipping hall includes:
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- marked tipping bays of equal width which will be distributed evenly across the face of the bunker, with a minimum clearance from wheel-stop to bunker wall of 2.5m;

- tipping chutes protected with wear plates;

- tipping bays to accommodate all Contract Waste haulage and delivery vehicles, providing turning capability for the largest forty four (44) tonne gross vehicle weight (gvw) Authorised Vehicles, a vehicle reversing guide with clear markers for reversing delivery vehicles;

- safety features (such as wheel kerbs or beams) to prevent vehicles backing into the bunker, striking walls or structures, and to prevent any collisions between the waste crane and a vehicle in its fully extended tipping position;

- automatic fast-acting doors that can be opened manually in emergencies;

- independent operation of each tipping bay, so all bays can be used simultaneously for a combination of vehicles; and

- a concrete walkway, with a protective vehicle barrier where appropriate around the entire external perimeter of the tipping apron.

Documentation:

11. A Schedule of Programmed Maintenance has been developed and is available for inspection at the Site.
NORTH YORKSHIRE COUNTY COUNCIL

Waste Treatment Contract
(OJEU Notice Ref 208874-2007)

Schedule 6 Payment Mechanism
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Appendices

A Contract Rates

B Contract Metrics

C Protocol for Ascertaining/Authorising costs in relation to Strategy and Budget
1 INTERPRETATION

1.1 In this Schedule 6 and in addition to those definitions set out in clause 1 of the Agreement the following terms shall, unless the context otherwise requires, have the following meanings:

Active Landfill Gate Fee means the gate fee charged for the disposal of Active Waste to Landfill as set out in Table 3 of Appendix A of this Schedule 6 (Payment Mechanism);

Active Landfill Haulage Rate means the rate set out in Table 3 of Appendix A to this Schedule 6 (Payment Mechanism);

Active Landfill Tax means the prevailing rate of tax for the disposal of Active Waste in accordance with section 42(1) of the Finance Act 1996;

Active Waste means Contract Waste that is taxed at the Active Landfill Tax rate;

Actual Level of Active Waste Landfill means the Tonnage of Active Waste (excluding Ad Hoc Waste, Additional Waste, Over Threshold Contract Waste, Tonnage Not Accepted and Fly Ash) sent by the Contractor to Landfill that is expressed as a percentage of the total of the Actual Level of Contract Waste less Tonnage Not Accepted Less Ad Hoc Waste Tonnage in the relevant Contract Year;

Actual Level of Active Waste Landfill Tonnage means the Tonnage of Active Waste (excluding Ad Hoc Waste, Additional Waste, Over Threshold Contract Waste, Tonnage Not Accepted and Fly Ash) sent by the Contractor to Landfill;

Actual Level of Inactive Waste Landfill means the Tonnage of Inactive Waste (excluding Ad Hoc Waste, Additional Waste, Over Threshold Contract Waste and Tonnage Not Accepted) sent by the Contractor to Landfill that is expressed as a percentage of the sum of the Actual Level of Contract Waste less Tonnage Not Accepted Less Ad Hoc Waste Tonnage in the relevant Contract Year;

Actual Level of Contract Waste means the actual Tonnage of Contract Waste Accepted plus Tonnage Not Accepted less Excess Waste Tonnage in any Contract Year;

Actual Sharing Revenues means for any period:

a) the Third Party income (less the agreed demonstrable reasonable additional costs in accordance with the provisions of paragraphs 13.1.6 and 13.1.7 below); and

b) the sum of the payments arising from paragraphs 6 (Monthly Tonnage Adjustment) and 12 (Annual Tonnage Adjustment),

in respect of such period;

Ad Hoc Waste Payment means the payment calculated in accordance with paragraph 9 of this Schedule 6 (Payment Mechanism);
Annual Reconciliation means the payment or credit calculated in accordance with paragraph 11 of this Schedule 6 (Payment Mechanism);

Annual Tonnage Adjustment means the payment calculated in accordance with paragraph 12 of this Schedule 6 (Payment Mechanism);

Authority Revenue Account means the account established by the Contractor and operated in accordance with clause 31.5A of the Agreement.

Authority Revenue Account Threshold means the limits as set out in Table 6 of Appendix B and as used in paragraph 13.

Authority Substitute Waste Adjustment has the meaning given in paragraph 13.5 of this Schedule 6 (Payment Mechanism);

Authority’s Actual Level of BMW Landfill means the actual Tonnage of BMW Waste sent to landfill by the Authority as derived in accordance with Environment Agency requirements for the relevant Contract Year;

Authority’s Forecast Level of Contract Waste has the meaning given to it in clause 1 (Definitions) of the Agreement;

Authority’s Payment of Excess Revenue means the amounts to which the Authority is entitled in accordance with paragraph 13.3 of this Schedule 6 (Payment Mechanism);

Base Case Level of Active Waste Landfill means the Tonnage of Active Waste (excluding Fly Ash) that can be sent to Landfill and is expressed as a percentage of Contract Waste, in the Base Case for the relevant Contract Year, as set out in Table 4 of Appendix B of this Schedule 6 (Payment Mechanism);

Base Case Sharing Revenues means:

a) Guaranteed Third Party Income as set out in Table 4 of Appendix A to this Schedule 6 (Payment Mechanism); and

b) the Base Case Tonnage Adjustment as set out in Table 4 of Appendix A to this Schedule 6 (Payment Mechanism).

Base Case Tonnage Adjustment means the amount set out in Table 4 of Appendix A;

BMW Target means the rate set out in Table 7 to Appendix B of this Schedule 6 (Payment Mechanism);

BMW Waste means Contract Waste which is BMW;

Commissioning Payment means the amount calculated in accordance with paragraph 2.2 of this Schedule 6 (Payment Mechanism);

Commissioning Waste means Contract Waste which is Accepted during the Commissioning Period;

Contract Waste Threshold or CWT means the higher of the Tonnage Band Adjustment Rate 2 Upper Limit (Tonnes) for the relevant Contract Year and the
tonnes per annum calculated in accordance with the relevant formula set out in paragraphs 1 (Contract Waste Threshold - Contract Years 2 and subsequent Contract Years) and 2 (Contract Waste Threshold — Contract Year 1) following Table 7 (North Yorkshire County Council's & City of York Council's Joint BMW Target) of Appendix B (Contract Metrics) of this Schedule;

**Contractor Substitute Waste Adjustment** has the meaning set out in paragraph 13.6 of this Schedule 6 (Payment Mechanism);

**Contractor's Actual Level of BMW Landfill** means the actual Tonnage of BMW Waste (excluding Ad Hoc Waste, Additional Waste, Over Threshold Contract Waste and Tonnage Not Accepted) sent to landfill by the Contractor as derived in accordance with Environment Agency requirements for the relevant Contract Year;

**Council's Deed** means a deed entitled "Council's Deed" dated on or around the Effective Date and made between the Council, the Contractor, the Right Honourable Edward William Stephen Baron Mowbray Segrave and Stourton and Waste Recycling Group;

**Diversion Percentage** means 100% minus the Tonnage of Active Waste, Inactive Waste and Fly Ash (excluding Ad Hoc Waste, Additional Waste, Over Threshold Contract Waste and Tonnage Not Accepted) sent by the Contractor to Landfill in the relevant Contract Year, expressed as a percentage of Actual Level of Contract Waste less Tonnage Not Accepted less Ad Hoc Waste Tonnage in the relevant Contract Year;

**Excess Profit Internal Rate of Return (EPIRR)** means the projected rate of return to the Relevant Persons over the relevant periods, having regard to Distributions made but excluding any Distribution amounts representing net proceeds from an agreed sharing mechanism elsewhere in this Agreement including but not limited to Refinancing Gains, Authority's Payment of Excess Revenue, insurance savings under part 6 of Schedule 14 (Insurances), and bonus adjustments in Schedule 6 Payment Mechanism. For the avoidance of doubt, this measurement of internal rate of return is after tax paid by the Contractor but before tax paid on Distributions by Relevant Persons;

**Excess Profit Share** means the proportion of income payable to the Authority by the Contractor from excess profit as calculated in accordance with paragraph 17 of this Schedule 6 (Payment Mechanism);

**Excess Waste Tonnage** means the Tonnage of Additional Waste and Over Threshold Contract Waste (if any) delivered to the Contractor in the relevant Contract Year;

**Final Contract Month Reconciliation Amount** means, in respect of the final Annual Reconciliation Payment only, the sum (whether positive or negative) of:

(a) the amount of any Pass Through Costs payable by the Authority in respect of the final Contract Month pursuant to paragraph 8 of this Schedule 6 (Payment Mechanism); plus

(b) the amount of any Ad Hoc Waste Payment payable by the Authority in respect of the final Contract Month pursuant to paragraph 9 of this Schedule 6 (Payment Mechanism); less
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(c) the amount of any Deductions payable by the Contractor in respect of the final Contract Month pursuant to paragraph 10 of this Schedule 6 (Payment Mechanism);

Fly Ash means Air Pollution Control residues;

Forecast Level of Active Waste Landfill has the meaning given in paragraph 7.2 of this Schedule 6 (Payment Mechanism) below;

Forecast Level of Contract Waste means the forecast number of Tonnes of Contract Waste as detailed in Table 1 of Appendix B of this Schedule 6 (Payment Mechanism) for each contract year;

Forecast Level of Inactive Waste Landfill has the meaning given in paragraph 7.2 of this Schedule 6 (Payment Mechanism) below;

Guaranteed BMW Diversion Target means the Contractor’s guaranteed forecast percentage of BMW Waste to be diverted from landfill as per Table 5 of Appendix B of this Schedule 6 (Payment Mechanism) in the relevant Contract Year;

Guaranteed Diversion Target means the Contractor’s guaranteed forecast percentage of Contract Waste to be diverted from landfill as per Table 5 of Appendix B of this Schedule 6 (Payment Mechanism) in the relevant Contract Year;

Guaranteed Minimum Tonnage means the minimum levels of Tonnage of Contract Waste to be provided by the Authority as set out in Table 2, Appendix B of this Schedule 6 (Payment Mechanism);

Guaranteed Third Party Income means the Third Party Income set out in Table 4 of Appendix A;

Haulage Deduction means the amount calculated in accordance with paragraph 10.2 of this Schedule 6 (Payment Mechanism);

Inactive Landfill Gate Fee means the fee set out in Table 3 of Appendix A to this Schedule 6 (Payment Mechanism);

Inactive Waste means waste which is taxed at the Inactive Landfill Tax rate;

Inactive Landfill Tax means the prevailing rate of tax for the disposal of a Qualifying Material at the time the disposal is made in accordance with section 42(2) of the Finance Act 1996;

Landfill means:

(a) for the purposes of Landfill Tax has the meaning attributed to it by Section 65(1) of the Finance Act 1996; and

(b) for all other purposes has the meaning given to it in Waste Emissions Trading Act 2003,

and "Landfilled" and "Landfilling" shall be interpreted accordingly

Landfill Allowance(s) has the meaning given in sections 4(1) and 24 of the Waste and Emissions Trading Act 2003;
Landfill Allowance Adjustment means the adjustment calculated in accordance with paragraph 16.2 of this Schedule 6 (Payment Mechanism);

Landfill Allowance Trading Scheme (LATS) means the scheme for the assignment, allocation and/or trading of landfill allowances created under the Waste and Emissions Trading Act 2003 and The Landfill Allowances and Trading Scheme (England) Regulations 2004 (as amended, updated or replaced from time to time) and the term Landfill Allowances shall be construed accordingly;

Landfill Diversion Bonus means the annual bonus payment to the Contractor calculated in accordance with paragraph 15.2 of this Schedule 6 (Payment Mechanism);

Landfill Reconciliation means the annual payment or credit calculated in accordance with paragraph 14 of this Schedule 6 (Payment Mechanism);

Landfill Tax means the tax chargeable on a taxable disposal as defined in sections 39 and 40 of Part III of the Finance Act 1996 as modified or re-enacted from time to time;

Maximum Level of Active Waste Landfill means the calculated maximum Tonnage of Active Waste (excluding Fly Ash) that can be sent to Landfill and is expressed as a percentage of Contract Waste, in the Base Case for the relevant Contract Year, as set out in Table 4 to Appendix B to this Schedule 6 (Payment Mechanism);

Maximum Level of BMW Landfill means the calculated guaranteed maximum forecast tonnage of BMW Waste that can be sent to landfill by the Contractor based on the Actual Level of Contract Waste in the relevant Contract Year and the Guaranteed Diversion Target as set out in Table 5 of Appendix B of this Schedule 6 (Payment Mechanism);

Maximum Treatment Threshold or MTT (in Tonnes) is as set out in Table 2 of Appendix B;

Monthly Landfill Payment means the amount calculated in accordance with paragraph 7.2 of this Schedule 6 (Payment Mechanism);

Monthly Tonnage Adjustment means the amount calculated in accordance with paragraph 6 of this Schedule 6 (Payment Mechanism);

Monthly Unadjusted Unitary Charge means the Unadjusted Unitary Charge payment for a Contract Month as calculated in accordance with paragraph 5.2 of this Schedule 6 (Payment Mechanism);

Monthly Unitary Charge means the Unitary Charge payment for a Contract Month calculated in accordance with paragraph 4.2 of this Schedule 6 (Payment Mechanism);

Non Acceptance Deduction Rate means the rate calculated in accordance with paragraph 10.1 of this Schedule 6 (Payment Mechanism);

National Non Domestic Rates or NNDR means the National Non Domestic Rates (or successor or replacement thereof) as contained in the Local Government Finance Act 1988;
Over Threshold Contract Waste means any Contract Waste (other than Additional Waste) in excess of the Contract Waste Threshold;

Pass Through Costs means those costs payable by the Authority to the Contractor as detailed in paragraph 8 of this Schedule 6 (Payment Mechanism);

Performance Deduction has the meaning given to it in paragraph 2.20 (Calculation of Total Performance Deduction) of Schedule 4 (Performance Framework);

Qualifying Material means a "qualifying material" as defined in the Landfill Tax (Qualifying Material) Order 1996 as modified or re-enacted from time to time;

Third Party Income Compensation Payment means a payment calculated in accordance with paragraph 18.2 of this Schedule 6 (Payment Mechanism);

Tonnage Adjustment Band 1 Rate means the tonnage band as detailed in Table 2 of Appendix A of this Schedule 6 (Payment Mechanism);

Tonnage Adjustment Band 2 Rate means the tonnage band as detailed in Table 2 of Appendix A of this Schedule 6 (Payment Mechanism);

Tonnage Adjustment Band 3 Rate means the tonnage band as detailed in Table 2 of Appendix A of this Schedule 6 (Payment Mechanism);

Tonnage Band Adjustment Rate 1 Upper Limit (Tonnes) means the tonnages as set out in Table 1 of Appendix B to this Schedule 6 (Payment Mechanism);

Tonnage Band Adjustment Rate 2 Upper Limit (Tonnes) means the tonnages as set out in Table 1 of Appendix B to this Schedule 6 (Payment Mechanism);

Tonnage Not Accepted or TNA means the Tonnage of Contract Waste which is not Accepted because the Services are Unavailable and for which the Authority is required to make alternative arrangements for disposal;

Tonne means a Metric tonne and Tonnage shall be construed accordingly;

Unadjusted Unitary Charge means the amount set out in Table 1 of Appendix A of this Schedule 6 (Payment Mechanism);

Unadjusted Unitary Charge Indexation means as calculated in paragraph 19.5 of this Schedule 6 (Payment Mechanism);

Unavailability Deduction has the meaning given to it in paragraph 10.1 of this Schedule 6 (Payment Mechanism); and

Unitary Charge means the fee payable by the Authority in consideration of the obligations performed by the Contractor under this Agreement calculated in accordance with paragraph 3.1 of this Schedule 6 (Payment Mechanism).

1.2 Unless otherwise provided, references to paragraphs and Appendices shall be references to paragraphs and Appendices in this Schedule.

1.3 Any payments required to be made under the Agreement which are not referred to in this Schedule 6 (Payment Mechanism), shall be made in accordance with the relevant provisions of the Agreement.
1.4 VAT properly chargeable on any component of the Unitary Charge shall be payable as set out in clause 31.12 (VAT on Payments) of the Agreement.

1.5 Where the symbol $\sum$ is used in formulae it shall have the meaning 'sum of'.

1.6 This Schedule 6 (Payment Mechanism) shall be read in conjunction with the Agreement and Schedule 1 (Authority Requirements).

1.7 Words in italics are for the purposes of explanation only and shall not be taken into account in the construction or interpretation of this Schedule 6 (Payment Mechanism).

1.8 Where 'm' appears in the formulae it shall relate to Contract Months.

1.9 Where 'm-1' appears in the formulae it shall refer to the Contract Month immediately preceding the Payment Period.
2 COMMISSIONING PAYMENT ("C")

2.1 Principle of the Commissioning Payment

The Commissioning Payment shall be made monthly in accordance with terms of Clause 31 (Payment Provisions) of the Agreement.

2.2 Calculation of the Commissioning Payment

The Commissioning Payment shall be calculated and paid monthly as follows:

\[ C = VT \times VTR \]

where:

\[ C \]

The Commissioning Payment

\[ VT \]

The actual Tonnage of Commissioning Waste during the relevant Payment Period

\[ VTR \]

The rate per Tonne for Commissioning Waste that is calculated as follows:

\[ L_{TA} + (L_G \times I_{RPIX}) \]

Where:

\[ L_{TA} \]

The prevailing rate of Active Landfill Tax

\[ L_G \]

Active Landfill Gate Fee

\[ I_{RPIX} \]

RPIX Indexation

Where the Commissioning Period spans two Contract Years, the appropriate rate of Active Landfill Tax and Active Landfill Gate Fee will be used.
3 THE UNITARY CHARGE

3.1 The Unitary Charge

The Authority shall pay the Unitary Charge to the Contractor for the provision of the Services in accordance with the terms of Clause 31 (Payment Provisions) of the Agreement in respect of each Contract Year. The Unitary Charge comprises:

3.1.1 the sum of the Monthly Unitary Charge; and

3.1.2 the Annual Reconciliation

in respect of each Contract Year.

3.2 The Monthly Unitary Charge

The Monthly Unitary Charge shall be calculated in accordance with paragraph 4 of this Schedule 6.

3.3 Annual Reconciliation

Following the end of each Contract Year (in accordance with Clause 31.3 (Report and Invoice in respect of the Annual Reconciliation Payment) of the Agreement), the Contractor shall calculate the Annual Reconciliation payment or credit in accordance with paragraph 11 of this Schedule 6.
4 THE MONTHLY UNITARY CHARGE ("UCₘ")

4.1 Principles of the Monthly Unitary Charge

The Monthly Unitary Charge represents the monthly charge by the Contractor for the provision of Services payable in accordance with the terms of Clause 31 (Payment Provisions).

4.2 Calculation of the Monthly Unitary Charge

The Monthly Unitary Charge shall be calculated in accordance with the following formula:

\[ UCₘ = Aₘ + Tₘ + Lₘ + PTCₘ + AHWₘ · Dₘ \]

Where:
- \( UCₘ \) = The Monthly Unitary Charge for the relevant Contract Month
- \( Aₘ \) = The Monthly Unadjusted Unitary Charge for the relevant Contract Month
- \( Tₘ \) = The Monthly Tonnage Adjustment for the relevant Contract Month
- \( Lₘ \) = The Monthly Landfill Payment for the relevant Contract Month
- \( PTCₘ \) = The Pass Through Costs for the relevant Contract Month
- \( AHWₘ \) = The Ad Hoc Waste Payment for the relevant Contract Month
- \( Dₘ \) = The Deductions for the relevant Contract Month
5 MONTHLY UNADJUSTED UNITARY CHARGE ("AN_m")

5.1 Principles of the Monthly Unadjusted Unitary Charge

The Monthly Unadjusted Unitary Charge represents the amount charged by the Contractor for Services provided in the relevant Contract Month based on the Guaranteed Minimum Tonnage as set out in Table 2 of Appendix B.

5.2 Calculation of the Monthly Unadjusted Unitary Charge

The Monthly Unadjusted Unitary Charge shall be calculated as follows:

\[ AN_m = \frac{AN \times I_{AN}}{CM} \]

Where:

- \( AN_m \) = the Monthly Unadjusted Unitary Charge for the relevant Contract Month
- \( AN \) = the Unadjusted Unitary Charge for the relevant Contract Year as set out in Table 1 of Appendix A of this Schedule 6 (Payment Mechanism)
- \( I_{AN} \) = Unadjusted Unitary Charge Indexation for the relevant Contract Year calculated in accordance with paragraph 19.5
- \( CM \) = the number of Contract Months in the relevant Contract Year. Where the Service Commencement Date or Expiry Date or Termination Date occurs mid Contract Month the payment for any part Contract Month will be pro-rated based on the number of days in that Contract Month to the number of days in the associated calendar month. Payment of the balance due to the Contractor will be made in equal instalments for each full Contract Month in the remainder of the Contract Year.
THE MONTHLY TONNAGE ADJUSTMENT ("T_m")

6.1 Principles of the Monthly Tonnage Adjustment

6.1.1 The Monthly Tonnage Adjustment is applied to Tonnages of Contract Waste above the Guaranteed Minimum Tonnage for the relevant Contract Month.

6.1.2 Prior to the commencement of each Contract Year the Authority will provide to the Contractor the Authority’s Forecast Level of Contract Waste (AV_F) which will be used to calculate the Monthly Tonnage Adjustment.

6.2 Calculation of the Monthly Tonnage Adjustment

6.3 Where the Authority's Forecast Level of Contract Waste (AV_F) is greater than or equal to the Tonnage Adjustment Band 2 Rate Upper Limit (AV_F ≥ TBUL2) and less than or equal to the Contract Waste Threshold (AV_F ≤ CWT) then the Monthly Tonnage Adjustment shall be calculated as follows:

\[
T_m = \left[ (TBUL1 - GMT) \times (TR_1 \times I_{RPX}) + (TBUL2 - TBUL1) \times (TR_2 \times I_{RPX}) + (AV_F - TBUL2) \times (TR_3 \times I_{RPX}) \right] / CM
\]

Where:

- \(T_m\) = Monthly Tonnage Adjustment
- \(AV_F\) = Authority’s Forecast Level of Contract Waste
- \(TBUL1\) = Tonnage Adjustment Band 1 Upper Limit (Tonnes) as set out in Table 1 of Appendix B to this Schedule 6 (Payment Mechanism)
- \(TBUL2\) = Tonnage Adjustment Band 2 Rate Upper Limit (Tonnes) as set out in Table 1 of Appendix B to this Schedule 6 (Payment Mechanism)
- \(GMT\) = Guaranteed Minimum Tonnage as set out in Table 2 of Appendix B to this Schedule 6 (Payment Mechanism)
- \(CWT\) = Contract Waste Threshold for the relevant Contract Year
- \(TR_1\) = The Tonnage Adjustment Band 1 Rate (£/Tonne) as set out in Table 2 of Appendix A of this Schedule 6 (Payment Mechanism)
- \(TR_2\) = The Tonnage Adjustment Band 2 Rate (£/Tonne) as set out in Table 2 of Appendix A of this Schedule 6 (Payment Mechanism)
- \(TR_3\) = The Tonnage Band 3 Adjustment Rate (£/Tonne) as set out in Table 2 of Appendix A of this Schedule 6 (Payment Mechanism)
- \(CM\) = The number of Contract Months in the relevant Contract Year. Where the Service Commencement Date or Expiry Date or Termination Date occurs mid Contract Month the payment for any part Contract Month will be pro-rated based on the number of days in that Contract Month to the number of days in the associated calendar month. Payment of the balance due to the Contractor will be made in equal instalments for each full Contract Month in the
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remainder of the Contract Year

\[ I_{\text{RPix}} = \text{RPIX Indexation} \]

6.4 Where the Authority’s Forecast Level of Contract Waste (AV\(_F\)) is less than the Tonnage Adjustment Band 1 Rate Upper Limit (AV\(_F\) < TBUL1) as set out in Table 1 of Appendix B to this Schedule 6 (Payment Mechanism) then the Monthly Tonnage Adjustment shall be calculated as follows:

\[ T_M = \frac{((AV_F - GMT) \times (TR_1 \times I_{\text{RPix}}))}{CM} \]

Where:

\[ T_M = \text{Monthly Tonnage Adjustment} \]

\[ AV_F = \text{Authority’s Forecast Level of Contract Waste} \]

\[ GMT = \text{Guaranteed Minimum Tonnage as set out in Table 2 of Appendix B to this Schedule 6 (Payment Mechanism)} \]

\[ TR_1 = \text{The Tonnage Adjustment Band 1 Rate (€/Tonne) as set out in Table 2 of Appendix A of this Schedule 6 (Payment Mechanism)} \]

\[ CM = \text{The number of Contract Months in the relevant Contract Year. Where the Service Commencement Date or Expiry Date or Termination Date occurs mid Contract Month the payment for any part Contract Month will be pro-rated based on the number of days in that Contract Month to the number of days in the associated calendar month. Payment of the balance due to the Contractor will be made in equal instalments for each full Contract Month in the remainder of the Contract Year} \]

\[ I_{\text{RPix}} = \text{RPIX Indexation} \]

Where the Authority’s Forecast Level of Contract Waste (AV\(_F\)) is greater than or equal to the Tonnage Adjustment Band 1 Rate Upper Limit (AV\(_F\) ≥ TBUL1) but less than the Tonnage Adjustment Band 2 Rate Upper Limit (AV\(_F\) < TBUL2) as set out in Table 1 of Appendix B to this Schedule 6 (Payment Mechanism) then the Monthly Tonnage Adjustment shall be calculated as follows:

\[ T_M = \frac{((TBUL1 - GMT) \times (TR_1 \times I_{\text{RPix}}) + (AV_F - TBUL1)) \times (TR_2 \times I_{\text{RPix}}))}{CM} \]

Where:

\[ T_M = \text{Monthly Tonnage Adjustment} \]

\[ AV_F = \text{Authority’s Forecast Level of Contract Waste} \]

\[ TBUL1 = \text{Tonnage Adjustment Band 1 Rate Upper Limit (Tonnes) as set out in Table 1 of Appendix B to this Schedule 6 (Payment Mechanism)} \]

\[ GMT = \text{Guaranteed Minimum Tonnage as set out in Table 2 of Appendix} \]
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B to this Schedule 6 (Payment Mechanism)

\[ TR_1 = \text{The Tonnage Adjustment Band 1 Rate (£/Tonne) as set out in Table 2 of Appendix A of this Schedule 6 (Payment Mechanism)} \]

\[ TR_2 = \text{The Tonnage Adjustment Band 2 Rate (£/Tonne) as set out in Table 2 of Appendix A of this Schedule 6 (Payment Mechanism)} \]

\[ CM = \text{The number of Contract Months in the relevant Contract Year. Where the Service Commencement Date or Expiry Date or Termination Date occurs mid Contract Month the payment for any part Contract Month will be pro-rated based on the number of days in that Contract Month to the number of days in the associated calendar month. Payment of the balance due to the Contractor will be made in equal instalments for each full Contract Month in the remainder of the Contract Year} \]

\[ I_{RPIX} = \text{RPIX Indexation} \]

Provided that \( T_M \) can never be less than zero

Where the Authority's Forecast Level of Contract Waste (AVf) is greater than the Contract Waste Threshold (AVf > CWT) the calculation of the Monthly Tonnage Adjustment shall be calculated as follows:

\[ T_M = \frac{(TBUL1 - GMT) \times (TR_1 \times I_{RPIX}) + (TBUL2 - TBUL1) \times (TR_2 \times I_{RPIX}) + (CWT - TBUL2) \times (TR_3 \times I_{RPIX}) + (AVf - CWT) \times (AWRF))}{CM} \]

Where:

\[ T_M = \text{Monthly Tonnage Adjustment} \]

\[ AV_f = \text{Authority's Forecast Level of Contract Waste} \]

\[ TBUL1 = \text{Tonnage Adjustment Band 1 Rate Upper Limit (Tonnes) as set out in Table 1 of Appendix B to this Schedule 6 (Payment Mechanism)} \]

\[ TBUL2 = \text{Tonnage Adjustment Band 2 Rate Upper Limit (Tonnes) as set out in Table 1 of Appendix B to this Schedule 6 (Payment Mechanism)} \]

\[ GMT = \text{Guaranteed Minimum Tonnage as set out in Table 2 of Appendix B to this Schedule 6 (Payment Mechanism)} \]

\[ CWT = \text{Contract Waste Threshold for the relevant Contract Year} \]

\[ TR_1 = \text{The Tonnage Band 1 Adjustment Rate as set out in Table 2 of Appendix A to this Schedule 6 (Payment Mechanism)} \]
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\[\text{TR}_2 = \text{The Tonnage Band 2 Adjustment Rate (\text{£}/\text{Tonne}) as set out in Table 2 of Appendix A to this Schedule 6 (Payment Mechanism)}\]

\[\text{TR}_3 = \text{The Tonnage Band 3 Adjustment Rate as set out in Table 2 of Appendix A to this Schedule 6 (Payment Mechanism)}\]

\[\text{AW}_{RF} = \text{The reasonable, most cost effective, forecast cost of disposal of the Additional Waste and/or Over Threshold Contract Waste (as appropriate)}\]

\[\text{IPRIX} = \text{RPIX Indexation}\]

\[\text{CM} = \text{the number of Contract Months in the relevant Contract Year, Where the Service Commencement Date or Expiry Date or Termination Date occurs mid Contract Month the payment for any part Contract Month will be pro-rated based on the number of days in that Contract Month to the number of days in the associated calendar month. Payment of the balance due to the Contractor will be made in equal instalments for each full Contract Month in the remainder of the Contract Year.}\]

6.5 For the purposes of AW\text{\textsubscript{RF}} any disposal costs which have been previously agreed with the Authority or have been the subject of Market Testing shall be deemed to be the reasonable, most cost effective cost of disposal for Additional Waste and/or Over Threshold Contract Waste (as appropriate).
7 MONTHLY LANDFILL PAYMENT ("L_m")

7.1 Principles of the Monthly Landfill Payment

7.1.1 The Contractor shall be entitled to be paid the Monthly Landfill Payment for the relevant Contract Month based on a Forecast Level of Active Waste Landfill and a Forecast Level of Inactive Waste Landfill. The Monthly Landfill Payment will be limited to the Maximum Level of Active Waste Landfill as set out in Table 4 to Appendix B to this Schedule 6 (Payment Mechanism).

7.1.2 In the first two (2) Contract Years the Monthly Landfill Payment will be based on a Forecast Level of Active Waste Landfill set at the Maximum Level of Active Waste Landfill as set out in Table 4 to Appendix B to this Schedule 6 (Payment Mechanism).

7.1.3 In each subsequent Contract Year, subject to not exceeding the Maximum Level of Active Waste Landfill as set out in Table 4 to Appendix B to this Schedule 6 (Payment Mechanism), the Actual Level of Active Waste Landfill and Actual Level of Inactive Waste Landfill from the prior Contract Year will be used to determine the Forecast Level of Active Waste Landfill and a Forecast Level of Inactive Waste Landfill.

7.2 Calculation of the Monthly Landfill Payment

The Monthly Landfill Payment shall be calculated as follows:

\[ L_m = AVF \times (P_{AF} \times (L_{TA} + (L_{GA} + L_{HA}) \times I_{RPDL})) + (P_{IF} \times (L_{TI} + (L_{GI} \times I_{RPDL}))) / CM \]

Where:

\[ L_m \] = Monthly Landfill Payment

\[ AVF \] = Authority's Forecast Level of Contract Waste

\[ CM \] = The number of Contract Months in the relevant Contract Year. Where the Service Commencement Date or Expiry Date or Termination Date occurs mid Contract Month the payment for any part Contract Month will be pro-rated based on the number of days in that Contract Month to the number of days in the associated calendar month. Payment of the balance due to the Contractor will be made in equal instalments for each full Contract Month in the remainder of the Contract Year.

\[ L_{TA} \] = The prevailing rate of Active Landfill Tax

\[ L_{TI} \] = The prevailing rate of Inactive Landfill Tax

\[ L_{GA} \] = The rate of Active Landfill Gate Fee as set out in Table 3 of Appendix A to this Schedule 6 (Payment Mechanism)

\[ L_{HA} \] = The Active Landfill Haulage Rate as set out in Table 3 of Appendix A to this Schedule 6 (Payment Mechanism)

\[ L_{GI} \] = The rate of Inactive Landfill Gate Fee as set out in Table 3 of
Appendix A to this Schedule 6 (Payment Mechanism)

\[ P_{AF} = \text{The Forecast Level of Active Waste Landfill that is the higher of: the Base Case Level of Active Waste Landfill as set out in Table 4 of Appendix B of this Schedule 6 (Payment Mechanism); and the Actual Level of Active Waste Landfill from the prior Contract Year provided this does not exceed the Maximum Level of Active Waste Landfill as set out in Table 4 of Appendix B of this Schedule 6 (Payment Mechanism). In the first two (2) Contract Years this will be the Maximum Level of Active Waste Landfill as set out in Table 4 of Appendix B of this Schedule 6 (Payment Mechanism)} \]

\[ P_{F} = \text{The Forecast Level of Inactive Waste Landfill which will be the Actual Level of Inactive Waste Landfill from the prior Contract Year subject to not exceeding the Maximum Level of Active Waste Landfill as set out in Table 4 of Appendix B of this Schedule (Payment Mechanism) less the Forecast Level of Active Waste Landfill. In the first two (2) Contract Years this will be 0%} \]

\[ I_{RPIX} = \text{RPIX Indexation} \]
8 PASS THROUGH COSTS ("PTC")

Subject to the proviso to this paragraph 8, during the Contract Period, the Authority shall pay to the Contractor in each Payment Period such Pass-Through Costs that have been paid by the Contractor within the immediately preceding Payment Period as follows:

8.1 National Non Domestic Rates or any similar tax or charge, on production of an invoice but not interest or additional costs incurred for late payment which shall be the sole responsibility of the Contractor;

8.2 50% of the Landowners costs under 5.12.1, 5.12.4 and 5.16 of the Lease including irrecoverable VAT applied to those costs;

8.3 100% of all other costs payable to the Landowner under the terms of the Lease including irrecoverable VAT applied to those costs;

8.4 Stamp Duty Land Tax;

8.5 Land Registry Fees;

8.6 costs under the Supplemental Deed entered into on or about the date of Financial Close (excluding costs arising under clause 6.1 of the Supplemental Deed);

8.7 costs in respect of the management of Radioactive Loads where not removed promptly by the Authority;

8.8 all sums incurred by the Contractor in respect of the Strategy and Budget and Off-Site Expenditure (excluding for the avoidance of doubt the payments made or to be made by the Authority in accordance with clause 31.1.1A.1 (Report and Invoice in respect of the Monthly Unitary Charge)) of this Agreement; and

8.9 other such costs as agreed in writing with the Authority,

PROVIDED THAT:

(a) any Premium (as defined in the Lease) together with any Stamp Duty Land Tax chargeable thereon shall not be a Pass Through Cost and shall be for the account of the Contractor;

(b) in the event that the Contractor has failed to pay any of the rents due under the Lease and a claim for such unpaid rent is made by the Landowner against the Authority pursuant to clause 24 of the Option Agreement (a "Rent Indemnity Claim") and the Authority makes a payment to the Landowner in respect of such Rent Indemnity Claim (a "Rent Indemnity Payment"), the parties acknowledge and agree that, to the extent that the Authority has paid all undisputed elements of Unitary Charge which have become due and payable under clause 31.2A of this Agreement, the Authority shall be entitled to deduct an amount equal to the Rent Indemnity Payment from the Pass Through Costs which would otherwise have been included within any subsequent payment(s) in respect of the Monthly Unitary Charge;

(c) in the event that the landlord under the Lease has failed to make any of the payments due under the Council's Deed and a claim for such unpaid sums is
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made by Waste Recycling Group against the Authority pursuant to clause 1 of the Council's Deed (a "Redirection Claim") and the Authority makes a payment to Waste Recycling Group in respect of such Redirection Claim (a "Redirection Payment"), the parties acknowledge and agree that, to the extent that the Authority has paid all undisputed elements of Unitary Charge which have become due and payable under clause 31.2A of this Agreement, the Authority shall be entitled to deduct an amount equal to the Redirection Payment from the Pass Through Costs which would otherwise have been included within any subsequent payment(s) in respect of the Monthly Unitary Charge;

(d) any amounts payable by the Contractor to the Landlord pursuant to clause 5.12.5 of the Lease shall not be recoverable from the Authority and, as such, shall be excluded from the Pass Through Costs payable under this paragraph 8;

(e) where the Pass Through Costs claimed in respect of any Payment Period include amounts pursuant to paragraph 8.8 above, the Contractor shall provide to the Authority with the relevant invoice:

(i) reasonable evidence that the Contractor has paid the associated sums to the appropriate Relevant Authority or (as applicable) the relevant contractor; and

(ii) written confirmation of which of the heads of cost within the agreed Strategy and Budget and/or Off-Site Expenditure such Pass Through Costs relate to; and

(f) the Authority shall be entitled to deduct from the Pass Through Costs payable in respect of any Payment Period any amount paid by the Authority to the Independent Tester pursuant to (and in accordance with) clause 5.10 of the Independent Tester's Appointment.

A copy of the Lease is included at Part 5 of Schedule 27 to the Agreement.

8.10 For the avoidance of doubt, the Parties acknowledge and agree that the agreed Strategy and Budget includes items for which the cost is currently estimated. The Parties shall follow the protocol set out in Appendix C to ascertain and authorise the relevant costs.
AD HOC WASTE PAYMENT (AHW_{Pm})

The Ad Hoc Waste Payment in respect of each Payment Period will be the demonstrable and reasonable cost of disposal of the Ad Hoc Waste properly incurred during the immediately preceding Payment Period as agreed with the Contractor.

\[
AHW_{Pm} = AHW_{Cm-1} \times 110\%
\]

Where:

- \(AHW_{Pm}\) = The Ad Hoc Waste Payment for the relevant Payment Period
- \(AHW_{Cm-1}\) = The properly incurred demonstrable reasonable cost of disposal of the Ad Hoc Waste in the immediately preceding Payment Period as agreed with the Contractor

For the purposes of \(AHW_{C}\):

(a) any disposal costs which have been previously agreed with the Authority or have been the subject of Market Testing shall be deemed to be the demonstrable reasonable cost of disposal for Ad Hoc Waste; and

(b) the Parties agree that \(AHW_{C}\) in the first Contract Month following the Service Commencement Date shall be zero (0).
10  **DEDUCTIONS ("D_m")**

Deductions to be applied in each Payment Period shall be calculated in accordance with the following formula:

\[ D_m = (PD_{m-1} \times I_{RPIX}) + UD_{am-1} + HD_{bm-1} \]

Where:

- \( D_m \): Deductions to be applied in the relevant Payment Period
- \( PD_{m-1} \): Performance Deductions in respect of the immediately preceding Payment Period, as calculated in accordance with paragraph 2.20 of Schedule 4 (Performance Framework)
- \( UD_{am-1} \): Unavailability Deduction in respect of the immediately preceding Payment Period as calculated in accordance with paragraph 10.1 of this Schedule 6 (Payment Mechanism)
- \( HD_{bm-1} \): Haulage Deduction in respect of the immediately preceding Payment Period as calculated in accordance with paragraph 10.2 of this Schedule 6 (Payment Mechanism)
- \( I_{RPIX} \): RPIX Indexation

Where \( \sum \) of \( PD_{m-1} \times I_{RPIX} \leq £450,000 \times I_{RPIX} \) in the relevant Contract Year

10.1 **Unavailability Deduction**

10.1.1 Where the Services are Unavailable and the Authority is required to make alternative arrangements for the disposal of Contract Waste, the calculation of the Unavailability Deduction will be as follows:

\[ UD_{am-1} = (NADR \times TNA_{m-1}) + TNAC_{m-1} \]

Where

- \( UD_{am-1} \): The Unavailability Deduction
- \( NADR \): The Non-Acceptance Deduction Rate per Tonne as calculated in accordance with paragraphs 10.1.2 to 10.1.5
- \( TNA_{m-1} \): Tonnage Not Accepted
- \( TNAC_{m-1} \): The additional waste disposal costs (including but not limited to haulage and disposal costs) in excess of the Unitary Charge recovered (NADR \times TNA) relating to Tonnage Not Accepted
10.1.2 Where the Authority's Forecast Level of Contract Waste is less than the Tonnage Band 1 Adjustment Rate Upper Limit ($AV_F < TBUL1$), the Non-Acceptance Deduction Rate per Tonne (NADR) will be calculated as follows:

\[ NADR = \frac{((An + I_{AN}) + ((TR_1 + IR_{PIX}) * (AV_F - GMT)))}{AV_F} \]

10.1.3 Where the Authority's Forecast Level of Contract Waste is greater than or equal to the Tonnage Band 1 Adjustment Rate Upper Limit ($AV_F \geq TBUL1$) and less than the Tonnage Band 2 Adjustment Rate Upper Limit ($AV_F < TBUL2$) the Non-Acceptance Deduction Rate per Tonne (NADR) will be calculated as follows:

\[ NADR = \frac{((An + I_{AN}) + ((TR_1 + IR_{PIX}) * (TBUL1 - GMT)) + ((TR_2 + IR_{PIX}) * (AV_F - TBUL1))}{AV_F} \]

10.1.4 Where the Authority's Forecast Level of Contract Waste is greater than or equal to the Tonnage Band 2 Adjustment Rate Upper Limit ($AV_F \geq TBUL2$) and less than or equal to the Contract Waste Threshold ($AV_F \leq CWT$) the Non-Acceptance Deduction Rate per Tonne (NADR) will be calculated as follows:

\[ NADR = \frac{((An + I_{AN}) + ((TR_1 + IR_{PIX}) * (TBUL1 - GMT)) + ((TR_2 + IR_{PIX}) * (TBUL2 - TBUL1)) + ((TR_3 + IR_{PIX}) * (AV_F - TBUL2))}{AV_F} \]

10.1.5 Where the Authority's Forecast Level of Contract Waste is greater than the Contract Waste Threshold ($AV_F > CWT$) the Non-Acceptance Deduction Rate per Tonne (NADR) will be calculated as follows:

\[ NADR = \frac{((An + I_{AN}) + ((TR_1 + IR_{PIX}) * (TBUL1 - GMT)) + ((TR_2 + IR_{PIX}) * (TBUL2 - TBUL1)) + ((TR_3 + IR_{PIX}) * (AV_F - TBUL2)) + ((AV_F - CWT) * (AW_{RF}))}{AV_F} \]

Where

\[ An \quad \text{Unadjusted Unitary Charge} \]

\[ I_{AN} \quad \text{Unadjusted Unitary Charge Indexation for the relevant Contract Year calculated in accordance with paragraph 19.5} \]

\[ GMT \quad \text{Guaranteed Minimum Tonnage} \]

\[ CWT \quad \text{Contract Waste Threshold for the relevant Contract Year} \]

\[ TR_1 \quad \text{The Tonnage Adjustment Band 1 Rate (£/Tonne) as set out in Table 2 of Appendix A of this Schedule 6 (Payment Mechanism)} \]

\[ TR_2 \quad \text{The Tonnage Adjustment Band 2 Rate (£/Tonne) as set out in Table 2 of Appendix A of this Schedule 6 (Payment Mechanism)} \]

\[ TR_3 \quad \text{The Tonnage Adjustment Band 3 Rate (£/Tonne) as set out in Table 2 of Appendix A of this Schedule 6 (Payment Mechanism)} \]

\[ TBUL1 \quad \text{Tonnage Adjustment Band 1 Rate Upper Limit (Tonnes) as set} \]
out in Table 1 of Appendix B to this Schedule 6 (Payment Mechanism)

TBUL2 = Tonnage Adjustment Band 2 Rate Upper Limit (Tonnes) as set out in Table 1 of Appendix B to this Schedule 6 (Payment Mechanism)

IRPIX = RPIX Indexation

AVF = Authority's Forecast Level of Contract Waste

AWRF = The reasonable, most cost effective, forecast cost of disposal of the Additional Waste and/or Over Threshold Contract Waste (as appropriate)

For the purposes of AWRF any disposal costs which have been previously agreed with the Authority or have been the subject of Market Testing shall be deemed to be the reasonable, most cost effective cost of disposal for Additional Waste and/or Over Threshold Contract Waste (as appropriate).

10.2 Haulage Deduction where Contract Waste is Accepted

The Haulage Deduction shall be the properly incurred, demonstrable, reasonable actual additional costs incurred by the Authority to transport Contract Waste to the Contractor's Contingency Delivery Point by reference to additional fuel cost, labour cost and consequential additional collection costs associated with the delivery of the Contract Waste to the Contingency Delivery Point.
THE ANNUAL RECONCILIATION

The Annual Reconciliation will give rise to a payment or credit and shall be calculated in accordance with the following formula:

\[ AR = T_A - ERP + LR + E + LA - EPS + TPI_{CP} + FCMRA \]

Where:

- \( AR \) = the Annual Reconciliation
- \( T_A \) = the Annual Tonnage Adjustment
- \( ERP \) = the Authority's Payment of Excess Revenue
- \( LR \) = the Landfill Reconciliation
- \( E \) = the Landfill Diversion Bonus
- \( LA \) = the Landfill Allowance Adjustment
- \( EPS \) = the Excess Profit Share
- \( TPI_{CP} \) = the Third Party Income Compensation Payment
- \( FCMRA \) = the Final Contract Month Reconciliation Amount
12 ANNUAL TONNAGE ADJUSTMENT ("TA")

The Annual Tonnage Adjustment shall be calculated as follows:

12.1 Contract Waste levels less than the Tonnage Adjustment Band 1 Upper Limit

Where the Actual Level of Contract Waste, less the Tonnage of Ad Hoc Waste in the relevant Contract Year, is less than the Tonnage Adjustment Band 1 Upper Limit \((V_A - AHW_{TY}) < TBUL_1\):

\[
T_A = \left( (V_A - AHW_{TY}) - GMT \right) \times \left( TR_1^{*} I_{RPIX} \right) - \sum T_M
\]

Where:

\( T_A \) = Annual Tonnage Adjustment

\( V_A \) = Actual Level of Contract Waste for the relevant Contract Year

\( AHW_{TY} \) = The Tonnage of Ad Hoc Waste in the relevant Contract Year

\( GMT \) = Guaranteed Minimum Tonnage as set out in Table 2 of Appendix B to this Schedule 6 (Payment Mechanism)

\( \sum T_M \) = Sum of the Monthly Tonnage Adjustment payments in accordance with section 6 of this Schedule 6 (Payment Mechanism)

\( TR_1 \) = The Tonnage Adjustment Band 1 Rate (£/Ton) as set out in Table 2 of Appendix A to this Schedule 6 (Payment Mechanism)

\( I_{RPIX} \) = RPIX Indexation

12.2 Contract Waste levels less than or equal to the Tonnage Adjustment Band 2 Upper Limit and more than or equal to the Tonnage Adjustment Band 1 Upper Limit

Where the Actual Level of Contract Waste, less the Tonnage of Ad Hoc Waste in the relevant Contract Year, is less than the Tonnage Adjustment Band 2 Upper Limit \((V_A - AHW_{TY}) < TBUL_2\) and is more than or equal to the Tonnage Band 1 Upper Limit \((V_A - AHW_{TY}) \geq TBUL_1\):

\[
T_A = \left( TBUL_1 - GMT \right) \times \left( TR_2^{*} I_{RPIX} \right) + \left( (V_A - AHW_{TY}) - TBUL_1 \right) \times \left( TR_2^{*} I_{RPIX} \right) - \sum T_M
\]

Where:

\( T_A \) = Annual Tonnage Adjustment

\( V_A \) = Actual Level of Contract Waste for the relevant Contract Year

\( AHW_{TY} \) = The Tonnage of Ad Hoc Waste in the relevant Contract Year
<table>
<thead>
<tr>
<th>Symbol</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>TBUL1</td>
<td>Tonnage Adjustment Band 1 Rate Upper Limit (Tonnes) as set out in Table 1 of Appendix B to this Schedule 6 (Payment Mechanism)</td>
</tr>
<tr>
<td>GMT</td>
<td>Guaranteed Minimum Tonnage as set out in Table 2 of Appendix B to this Schedule 6 (Payment Mechanism)</td>
</tr>
<tr>
<td>ΣT_m</td>
<td>Sum of the monthly Tonnage adjustment payments in accordance with paragraph 8 of this Schedule 6 (Payment Mechanism)</td>
</tr>
<tr>
<td>TR_1</td>
<td>The Tonnage Adjustment Band 1 Rate as set out in Table 2 of Appendix A to this Schedule 6 (Payment Mechanism)</td>
</tr>
<tr>
<td>TR_2</td>
<td>The Tonnage Adjustment Band 2 Rate (£/Tonne) as set out in Table 2 of Appendix A to this Schedule 6 (Payment Mechanism)</td>
</tr>
<tr>
<td>I_{RPIX}</td>
<td>RPIX Indexation</td>
</tr>
</tbody>
</table>
12.3 **Contract Waste levels greater than Tonnage Adjustment Band 2 Upper Limit but less than or equal to the Contract Waste Threshold**

Where the Actual Level of Contract Waste, less the Tonnage of Ad Hoc Waste in the relevant Contract Year, is greater than the Tonnage Adjustment Band 2 Upper Limit \((VA - AHWTY) > TBUL2\) but less than or equal to the Contract Waste Threshold \((VA - AHWTY) ≤ CWT\) the calculation of the Annual Tonnage Adjustment would be as follows:

\[
T_A = ((TBUL1 - GMT) \times (TR_1 \times IRPIX)) + \\
((TBUL2 - TBUL1) \times (TR_2 \times IRPIX)) + \\
(((VA - AHWTY) - TBUL2) \times (TR_3 \times IRPIX)) - \sum T_M
\]

Where:

- \(T_A\) = Annual Tonnage Adjustment
- \(V_A\) = Actual Level of Contract Waste for the relevant Contract Year
- \(AHWTY\) = The Tonnage of Ad Hoc Waste in the relevant Contract Year
- \(TBUL1\) = Tonnage Adjustment Band 1 Rate Upper Limit (Tonnes) as set out in Table 1 of Appendix B to this Schedule 6 (Payment Mechanism)
- \(TBUL2\) = Tonnage Adjustment Band 2 Rate Upper Limit (Tonnes) as set out in Table 1 of Appendix B to this Schedule 6 (Payment Mechanism)
- \(GMT\) = Guaranteed Minimum Tonnage as set out in Table 2 of Appendix B to this Schedule 6 (Payment Mechanism)
- \(CWT\) = Contract Waste Threshold for the relevant Contract Year
- \(\sum T_M\) = Sum of the monthly Tonnage adjustment payments in accordance with paragraph 8 of this Schedule 6 (Payment Mechanism)
- \(TR_1\) = The Tonnage Band 1 Adjustment Rate as set out in Table 2 of Appendix A to this Schedule 6 (Payment Mechanism)
- \(TR_2\) = The Tonnage Band 2 Adjustment Rate (£/Tonne) as set out in Table 2 of Appendix A to this Schedule 6 (Payment Mechanism)
- \(TR_3\) = The Tonnage Band 3 Adjustment Rate as set out in Table 2 of Appendix A to this Schedule 6 (Payment Mechanism)
- \(IRPIX\) = RPIX Indexation
12.4 **Contract Waste levels greater than the Contract Waste Threshold resulting in the delivery of Excess Waste Tonnage**

Where Excess Waste Tonnage, less the Tonnage of Ad Hoc Waste in the relevant Contract Year, is greater than zero (EWₜ > 0) the calculation of the Annual Tonnage Adjustment would be as follows:

\[ Tₐ = (TBUL1 - GMT) \times (TR₁ \times Iₚₕₜ) + (TBUL2 - TBUL1) \times (TR₂ \times Iₚₕₜ) + (CWT - TBUL2) \times (TR₃ \times Iₚₕₜ) \]

\[ ((EWₜ \cdot AHWₜ) \times (AWₙ)) - ΣTₘ \]

Where:

- \( Tₐ \) = Annual Tonnage Adjustment
- \( AHWₜ \) = The Tonnage of Ad Hoc Waste in the relevant Contract Year
- \( TBUL1 \) = Tonnage Adjustment Band 1 Rate Upper Limit (Tonnes) as set out in Table 1 of Appendix B to this Schedule 6 (Payment Mechanism)
- \( TBUL2 \) = Tonnage Adjustment Band 2 Rate Upper Limit (Tonnes) as set out in Table 1 of Appendix B to this Schedule 6 (Payment Mechanism)
- \( GMT \) = Guaranteed Minimum Tonnage as set out in Table 2 of Appendix B to this Schedule 6 (Payment Mechanism)
- \( CWT \) = Contract Waste Threshold
- \( ΣTₘ \) = Sum of the Monthly Tonnage Adjustment payments in accordance with paragraph 6 of this Schedule 6 (Payment Mechanism)
- \( TR₁ \) = The Tonnage Band 1 Adjustment Rate as set out in Table 2 of Appendix A to this Schedule 6 (Payment Mechanism)
- \( TR₂ \) = The Tonnage Band 2 Adjustment Rate (£/Tonne) as set out in Table 2 of Appendix A to this Schedule 6 (Payment Mechanism)
- \( TR₃ \) = The Tonnage Band 3 Adjustment Rate as set out in Table 2 of Appendix A to this Schedule 6 (Payment Mechanism)
- \( AWₙ \) = The reasonable actual cost of disposal (as reasonably evidenced by supporting documentation) of the Additional Waste and/or Over Threshold Contract Waste (as appropriate) calculated as the sum of any gate fee plus haulage plus relevant taxes charged to the Contractor multiplied by 110%.
- \( EWₜ \) = Excess Waste Tonnage
- \( Iₚₕₜ \) = RFIX Indexation
13 AUTHORITY’S PAYMENT OF EXCESS REVENUE (“ERP”)

13.1 Principle of the Authority’s Payment of Excess Revenue

13.1.1 Where the balance of the Authority Revenue Account exceeds the Authority Revenue Account Threshold, the Contractor shall pay the Authority’s Payment of Excess Revenues (ERP) in accordance with paragraph 13.3.

13.1.2 The Contractor shall pay sums into or withdraw from the Authority Revenue Account in accordance with paragraphs 13.2 based upon the shortfall or excess in revenue arising when comparing the sum of Actual Sharing Revenues and any Third Party Income Compensation Payment with Base Case Sharing Revenues for the relevant Contract Year subject to the balance of the Authority Revenue Account not be rendered overdrawn.

13.1.3 Actual Sharing Revenues (ASR) comprise:

a) Third Party Income (less the agreed demonstrable reasonable additional costs in accordance with the provisions of paragraphs 13.1.6 and 13.1.7 below); and

b) the sum of the payments arising from paragraphs 6 (Monthly Tonnage Adjustment) and 12 (Annual Tonnage Adjustment).

13.1.4 Base Case Sharing Revenues (BCSR) comprise:

(a) Guaranteed Third Party Income as set out in Table 4 of Appendix A to this Schedule 6 (Payment Mechanism); and

(b) the Base Case Tonnage Adjustment as set out in Table 4 of Appendix A to this Schedule 6 (Payment Mechanism).

13.1.5 In accordance with the provisions of clause 31.5A of the Agreement the Authority Revenue Account will be maintained by the Contractor specifically for the purpose of holding the Authority’s share of revenue pending the Authority’s Payment of Excess Revenues.

13.1.6 The demonstrable reasonable additional costs associated with the generation of Third Party Income in excess of the Guaranteed Third Party Income are to be recovered prior to the gain share mechanism being implemented. This will be achieved through the Contractor providing the Authority with:

(a) the forecast additional costs to be incurred to generate Third Party Income in excess of the Guaranteed Third Party Income) prior to the commencement of the relevant Contract Year.

(b) evidence to demonstrate how the additional cost has lead to the generation of Third Party Income in excess of the Guaranteed Third Party Income as part of the Annual Reconciliation.

13.1.7 Where in accordance with the above the additional cost has been demonstrated as leading to the generation of Third Party Income in excess of Guaranteed Third Party Income levels, the Third Party Income will be
13.2 **Entry to the Authority Revenue Account**

The entry into the Authority Revenue Account for the relevant Contract Year will be as follows:

\[
\text{ARA}_E = \text{ASWA} + ((\text{ASR} + \text{TPI}_{CP} - \text{ASWA} - \text{CSWA} - (\text{BCSR} \times I_{RPIX})) \times 50%)
\]

where:

\[
\text{ARA}_E = \text{The entry into the Authority Revenue Account for the relevant Contract Year}
\]

\[
\text{ASWA} = \text{Authority Substitute Waste Adjustment for the relevant Contract Year calculated in accordance with paragraph 13.5}
\]

\[
\text{CSWA} = \text{Contractor Substitute Waste Adjustment for the relevant Contract Year calculated in accordance with paragraph 13.6}
\]

\[
\text{ASR} = \text{Actual Sharing Revenues}
\]

\[
\text{TPI}_{CP} = \text{Any Third Party Income Compensation Payment for the current Contract Year, calculated in accordance with paragraph 18}
\]

\[
\text{BCSR} = \text{Base Case Sharing Revenues}
\]

13.3 **Authority's Payment of Excess Revenues (ERP)**

13.3.1 Any balance of the Authority Revenue Account in excess of the Authority Revenue Account Threshold, as set out in Table 6 of Appendix B to this Schedule 6 (Payment Mechanism), will be paid to the Authority at the end of each Contract Year with the exception of the three Contract Years prior to the final Contract Year. For the avoidance of doubt any remaining balance is paid to the Authority after the final Contract Year as part of the Annual Reconciliation.

13.3.2 The Authority's Payment of Excess Revenues is calculated as follows:

the higher of:

\[
\text{ERP} = (\text{ARA}_E + \text{ARA}_BF) - \text{ARA}_{TH} \times I_{RPIX}
\]

and
zero

where:

\[
\text{ERP} = \text{Authority's Payment of Excess Revenues for the relevant Contract Year}
\]

\[
\text{ARA}_E = \text{The entry into the Authority Revenue Account for the relevant Contract Year as calculated in accordance with paragraph 13.2}
\]

\[
\text{ARA}_{BF} = \text{The brought forward balance of the Authority Revenue Account prior to the calculation of the Annual Reconciliation for the relevant Contract Year}
\]

\[
\text{ARA}_{TH} = \text{The Authority Revenue Account Threshold for the relevant Contract Year as set out in Table 6 of Appendix A to this Schedule 6 (Payment Mechanism)}
\]

13.4 Where the Authority delivers the Actual Level of Contract Waste below the Guaranteed Minimum Tonnage in the relevant Contract Year as set out in Table 2 of Appendix B to this Schedule 6 (Payment Mechanism) and the Authority has issued a valid Substitute Waste Notice an Authority Substitute Waste Adjustment is calculated in accordance with paragraph 13.5 below. In the event the Authority does not issue a Substitute Waste Notice or delivers Municipal Waste as defined under Chapter 20 03 01 of the European List of Waste to a third party, the Authority will not be entitled to the Authority Substitute Waste Adjustment calculated under paragraph 13.5 below.

13.5 The Authority Substitute Waste Adjustment is calculated as follows:

\[
\text{ASWA} = \\
\text{Lower of:}
\]

\[
((\text{An} \times \text{I}_{\text{AM}}) / \text{GMT}) \times T
\]

And:

\[
(\text{ASR} - (\text{BCSR} \times \text{I}_{\text{RPPA}})) \times 75%
\]

Where ASWA cannot be less than zero and:

\[
\text{ASWA} = \text{Authority Substitute Waste Adjustment}
\]

\[
\text{An} = \text{the Unadjusted Unitary Charge for the relevant Contract Year as set out in Table 1 of Appendix A of this Schedule 6 (Payment Mechanism)}
\]
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\[ I_{AN} = \text{Unadjusted Unitary Charge Indexation for the relevant Contract Year calculated in accordance with paragraph 19.5} \]

\[ \text{GMT} = \text{Guaranteed Minimum Tonnage as set out in Table 2 of Appendix B to this Schedule 6 (Payment Mechanism)} \]

\[ T = \text{Lower of:} \]
\[ \text{GMT} - V_A \]
\[ \text{And 20,000 Tonne} \]

\[ \text{TNA} = \text{Tonnage Not Accepted} \]

\[ V_A = \text{Actual Level of Contract Waste for the relevant Contract Year} \]

13.6 The Contractor's Substitute Waste Adjustment is determined as follows:

13.6.1 Where \((\text{An} \times I_{AN}) / \text{GMT}\) \(* T\) is lower than \((\text{ASR} - (\text{BCSR} \times I_{RPIX})) \times 75\%\) the Contractor's Substitute Waste Adjustment is calculated as follows:

\[ \text{CSWA} = \]

The lower of:

\[ (\text{ASR} - (\text{BCSR} \times I_{RPIX})) - ((\text{An} \times I_{AN}) / \text{GMT}) \times T \]

and

\[ ((\text{An} \times I_{AN}) / \text{GMT}) \times T \]

13.6.2 Where \((\text{ASR} - (\text{BCSR} \times I_{RPIX})) \times 75\%\) is lower than \(((\text{An} \times I_{AN}) / \text{GMT}) \times T\) the Contractor's Substitute Waste Adjustment is calculated as follows:

\[ \text{CSWA} = (\text{ASR} - (\text{BCSR} \times I_{RPIX})) \times 25\% \]

Where in 13.6.1 or 13.6.2 \text{CSWA cannot be less than zero}
14 LANDFILL RECONCILIATION ("LR")

14.1 Principles of the Landfill Reconciliation

14.1.1 The principle of the Landfill Reconciliation is to link the payment by the Authority for the costs of landfill of Active Waste and residual Inactive Waste to the Contractor's achievement of its Guaranteed Diversion Target.

14.1.2 The Landfill Reconciliation shall cover the Contractor's Active Landfill Gate Fee, Active Landfill Haulage Rate and Active Landfill Tax costs (based on the prevailing rate of Landfill Tax) and the Contractor's Inactive Landfill Gate Fee and Inactive Landfill Tax costs (based on the prevailing rate of Landfill Tax) capped at a total Landfill Tonnage equivalent to the Maximum Level of Active Waste Landfill.

14.1.3 Payment for the Actual Level of Inactive Waste Landfill under this Landfill Reconciliation will only be made where the Actual Level of Active Waste Landfill has not exceeded the Maximum Level of Active Waste Landfill.

14.1.4 Payment for the Actual Level of Inactive Waste Landfill will not exceed the difference between the Maximum Level of Active Waste Landfill and the Actual Level of Active Waste Landfill.

14.1.5 Tonnage Not Accepted will be excluded from the calculation of the Landfill Reconciliation.

14.2 Calculation of the Landfill Reconciliation

14.2.1 The Landfill Reconciliation shall be calculated as follows:

\[
LR = (V_A - TNA - AHW\_TY) \times ((P_{ALRP} \times (L_{TA} + (L_{GA} + L_{HA}) \times I_{RPIX})) + (P_{LRP} \times (L_{Tn} + (L_{GI} \times I_{RPIX})))) - \sum L_M
\]

Where:

- \(LR\) = the Landfill Reconciliation for the relevant Contract Year

and where:

- \(I_{RPIX}\) = RPIX Indexation
- \(V_A\) = Actual Level of Contract Waste
- \(TNA\) = Tonnage Not Accepted
- \(\sum L_M\) = Sum of the Monthly Landfill Payments in the Contract Year
- \(L_{TA}\) = The prevailing rate of Active Landfill Tax
<table>
<thead>
<tr>
<th>Symbol</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>( L_{TI} )</td>
<td>The prevailing rate of Inactive Landfill Tax</td>
</tr>
<tr>
<td>( L_{GA} )</td>
<td>The rate of Active Landfill Gate Fee as set out as set out in Table 3 of Appendix A to this Schedule 6 (Payment Mechanism)</td>
</tr>
<tr>
<td>( L_{GI} )</td>
<td>The rate of Inactive Landfill Gate Fee as set out in Table 3 of Appendix A to this Schedule 6 (Payment Mechanism)</td>
</tr>
<tr>
<td>( L_{HA} )</td>
<td>The Active Landfill Haulage Rate as set out in Table 3 of Appendix A to this Schedule 6 (Payment Mechanism)</td>
</tr>
<tr>
<td>( P_{ALRP} )</td>
<td>The Actual Level of Active Waste Landfill that is capped at the Maximum Level of Landfill as set out in Table 4 of Appendix B of this Schedule 6 (Payment Mechanism)</td>
</tr>
<tr>
<td>( P_{ILRP} )</td>
<td>The Actual Level of Inactive Waste Landfill which when combined with the Actual Level of Active Waste Landfill is capped at the Maximum Level of Active Waste Landfill as set out in Table 4 of Appendix B of this Schedule 6 (Payment Mechanism)</td>
</tr>
<tr>
<td>( AHW_{TY} )</td>
<td>The Tonnage of Ad Hoc Waste in the relevant Contract Year</td>
</tr>
</tbody>
</table>
15 LANDFILL DIVERSION BONUS ("E")

15.1 Principle of the Landfill Diversion Bonus

Subject to the Contractor's Actual Level of Active Waste Landfill Tonnage in any Contract Year being less than the product of: the Actual Level of Contract Waste less Tonnage Not Accepted multiplied by the Base Case Level of Active Waste Landfill as set out in Table 4 of Appendix B of this Schedule 6 (Payment Mechanism), the Authority will pay to the Contractor the Landfill Diversion Bonus.

15.2 Calculation of the Landfill Diversion Bonus

Calculation of the Landfill Diversion Bonus will be the greater of:

$$E = ((V_A - TNA - AHW_{TV}) \times P_{ALDB} - L_{AMT}) \times (L_{TA} \times 50\%)$$

And zero

Where:

- \(E\) = The Landfill Diversion Bonus for the relevant Contract Year.
- \(V_A\) = Actual Level of Contract Waste
- \(L_{TA}\) = The prevailing rate of Active Landfill Tax
- \(P_{ALDB}\) = The Base Case Level of Active Waste Landfill as set out in Table 4 of Appendix B of this Schedule 6 (Payment Mechanism)
- \(L_{AMT}\) = The Actual Level of Active Waste Landfill Tonnage
- \(TNA\) = Tonnage Not Accepted
- \(AHW_{TV}\) = The Tonnage of Ad Hoc Waste in the relevant Contract Year
SCHEDULE 6 - Redacted Copy

16  LANDFILL ALLOWANCE ADJUSTMENT ("LA")

16.1  Principles of the Landfill Allowance Adjustment

16.1.1  Any additional income, costs or loss of revenues arising from North Yorkshire County Council's and City of York Council's participation in the Landfill Allowance Trading Scheme for the Contract Year will be shared by the Councils with the Contractor.

16.1.2  The strategy to be adopted in the participation in the Landfill Allowance Trading Scheme will be at the discretion of North Yorkshire County Council and City of York Council independently.

16.1.3  Additional income, costs or loss or revenues arising from variances in the Contractor's Actual Level of BMW Landfill from the Maximum Level of BMW Landfill and the North Yorkshire County Councils and City of York Council's combined BMW Target, as defined by the Landfill Allowance Trading Scheme and set out in Table 7 to Appendix B of this Schedule 6 (Payment Mechanism), will be shared by the Authority with the Contractor.

16.1.4  Where the Contractor's Actual Level of BMW Landfill (BMW_{CA}) is less than the Maximum Level of BMW Landfill (BMW_{M}) for the Contract Year, any resultant revenues from the North Yorkshire County Council's and City of York Council's participation in the Landfill Allowance Trading Scheme will be shared with the Contractor.

16.1.5  Where the Contractor's Actual Level of BMW Landfill (BMW_{CA}) is greater than the Maximum Level of BMW Landfill (BMW_{M}) for the Contract Year but is less than or equal to North Yorkshire County Councils and City of York Council's joint BMW Target, the Authority will seek to recover a share of income foregone following Contractor underperformance through a reduction in the Unitary Charge.

16.1.6  Where the Contractor's Actual Level of BMW Landfill (BMW_{CA}) is greater than both the Maximum Level of BMW Landfill (BMW_{M}) for the Contract Year and is greater than or equal to North Yorkshire County Councils and City of York Council's joint BMW Target, for the Contract Year the Authority will seek to recover a share of costs through a reduction in the Unitary Charge.

16.1.7  These costs and loss of income will be subject to a cap of £200 per Tonne (non-indexed) and will likely comprise:

(a)  a share of income foregone together with any resulting costs from the required purchase of Landfill Allowances;

(b)  any penalties levied by the Environment Agency as part of the Landfill Allowance Trading Scheme

(c)  the value of any borrowed Landfill Allowances

16.2  Calculation of the Landfill Allowance Adjustment

The Landfill Allowance Adjustment is calculated as follows:
LA = 50% * LATS

Where:

LATS = The LATS income, costs or loss of revenue arising from variances from the Maximum Level of BMW Landfill in the Contract Year

For the avoidance of doubt where LATS is positive this will represent an increase in the Unitary Charge payable by the Authority and where LATS is negative this will represent a recovery of the Unitary Charge by the Authority.

If the Contractor's Actual Level of BMW Landfill is less than the Maximum Level of BMW Landfill (BMWCA < BMWM) then:

LATS = The lower of:

(BMWm - BMWCA) *BMW1T, and

BMW1

Where LA cannot be less than zero

Where:

BMWCA = The Contractor's Actual Level of BMW Landfill

BMWm = Maximum Level of BMW Landfill, as calculated below

BMW1T = The actual average income per Tonne calculated using the Authority's total income from the sale of Landfill Allowances under the Landfill Allowance Trading Scheme in the relevant Contract Year.

BMW1 = The North Yorkshire County Council's and City of York Council's total income from the sale of landfill allowances under the Landfill Allowance Trading Scheme for the relevant Contract Year

And where:

BMWm = (VA - AHWTV - TNA)* BMW% * (1 - GBMW10)

VA = Actual Level of Contract Waste in Tonnes
SCHEDULE 6 - Redacted Copy

\[ AHW_{TY} = \text{The Tonnage of Ad Hoc Waste in the relevant Contract Year} \]

\[ TNA = \text{Tonnage Not Accepted} \]

\[ BMW\% = \text{The biodegradable content in Contract Waste (measured as a percentage by reference to waste dataflow as applied to the level of Contract Waste as agreed in the Prior Contract Year)} \]

\[ GBMW_{D} = \text{Guaranteed BMW Diversion Target as set out in Table 5 of Appendix B to this Schedule 6 (Payment Mechanism)} \]

In the circumstance where the calculation \( LATS_{V} = BMW_{I} \) is used for the purpose of calculating the Landfill Allowance Adjustment a calculation of a Tonnage balance (\( LATS_{CF} \)) to be carried forward on a cumulative basis to mitigate the impact of Contractor diversion underperformance in future Contract Years will be undertaken. Calculation of the \( LATS_{CF} \) top up in any relevant Contract Year will be as follows:

\[ LATS_{CF} = (BMW_{M} - BMW_{CA}) - \left( LATS_{V} / (BMW_{IT}) \right) \]

Where:

\[ BMW_{CA} = \text{The Contractor's Actual Level of BMW Landfill} \]

\[ BMW_{M} = \text{Maximum Level of BMW Landfill, as calculated above} \]

\[ BMW_{I} = \text{The Authority's total income from the sale of landfill allowances under the Landfill Allowance Trading Scheme for the relevant Contract Year} \]

\[ BMW_{IT} = \text{The actual average income per Tonne calculated using the Authority's total income from the sale of Landfill Allowances under the Landfill Allowance Trading Scheme in the relevant Contract Year.} \]

In a target year identified under the EU Landfill Directive (99/31/EC) the carried forward Tonnage balance \( LATS_{CF} \) will be set to zero.

If the Contractor's Actual Level of BMW Landfill is greater than the Maximum Level of BMW Landfill \( ((BMW_{CA} - LATS_{CF}) > BMW_{M}) \) but less than or equal to the Authorities' BMW Target \( ((BMW_{CA} - LATS_{CF}) \leq BMW_{I}) \) then:

\[ LATS_{V} = (BMW_{M} - BMW_{CA} + LATS_{CF}) * BMW_{IT} \]

Where \( LA \) cannot be more than zero or equate to less than £200 per Tonne (non-
indexed) of BMW Landfill in excess of the Maximum Level of BMW Landfill

In the circumstance no income is generated from the sale of Landfill Allowances in the relevant Contract Year the average trading price for Landfill Allowances as shown in the Chartered Institute of Public Finance and Accountancy’s (CIPFA) annual publication (BMW\textsubscript{ATP}) will replace BMW\textsubscript{IT}

Where:

\begin{align*}
\text{BMW}_{\text{CA}} & = \text{Contractor's Actual Level of BMW Landfill} \\
\text{BMW}_{\text{M}} & = \text{Maximum Level of BMW Landfill, as calculated above} \\
\text{BMW}_{\text{IT}} & = \text{The actual average income per Tonne calculated using the Authority’s total income from the sale of Landfill Allowances under the Landfill Allowance Trading Scheme in the relevant Contract Year.} \\
\text{BMW}_{\text{ATP}} & = \text{The average trading price for Landfill Allowances as shown in the Chartered Institute of Public Finance and Accountancy’s (CIPFA) annual publication}
\end{align*}

If the Contractor's Actual Level of BMW Landfill is greater than the Maximum Level of BMW Landfill ((BMW\textsubscript{CA} - LAT\textsubscript{CF}) > BMW\textsubscript{M}) and is greater than the North Yorkshire County Council’s and City of York Council’s joint BMW Target ((BMW\textsubscript{CA} - LAT\textsubscript{CF}) > BMW\textsubscript{IT}) then:

\begin{align*}
\text{LAT} \text{S}_V & = ((\text{BMW}_M - \text{BMW}_T) \times \text{BMW}_T) + \\
& \frac{((\text{BMW}\textsubscript{CA} - \text{LAT}\textsubscript{CF}) - \text{BMW}_T) \times (\text{BMW}\textsubscript{ATP} - \text{BMW}_T)}{\text{BMW}_C}
\end{align*}

Where LA cannot be more than zero or equate to less than £200 per Tonne of BMW Landfill in excess of the Maximum Level of BMW Landfill

In the circumstance no income is generated from the sale of Landfill Allowances in the relevant Contract Year the average trading price for Landfill Allowances as shown in the Chartered Institute of Public Finance and Accountancy’s (CIPFA) annual publication (BMW\textsubscript{ATP}) will replace BMW\textsubscript{IT}

Where:

\begin{align*}
\text{BMW}_{\text{CA}} & = \text{Contractor's Actual Level of BMW Landfill} \\
\text{BMW}_{\text{AA}} & = \text{The Authority's Actual Level of BMW Landfill excluding the Contractor's Actual Level of BMW Landfill} \\
\text{BMW}_{\text{M}} & = \text{Maximum Level of BMW Landfill, as calculated above}
\end{align*}
SCHEDULE 6 - Redacted Copy

\[ BMW_T = \text{The actual average income per Tonne calculated using the Authority’s total income from the sale of Landfill Allowances under the Landfill Allowance Trading Scheme in the relevant Contract Year.} \]

\[ BMW_{ATP} = \text{The average trading price for Landfill Allowances as shown in the Chartered Institute of Public Finance and Accountancy’s (CIPFA) annual publication} \]

\[ BMW_C = \text{The sum of: the North Yorkshire County Council’s and City of York Council’s total cost of purchasing Landfill Allowances; the relevant penalties levied by the Environment Agency as part of the Landfill Allowance Trading Scheme; and the value of any borrowed Landfill Allowances using the average trading price for Landfill Allowances as shown in the Chartered Institute of Public Finance and Accountancy’s (CIPFA) annual publication (where BMW_C is negative)} \]

\[ BMW_{AP} = BMW_{CA} + BMW_{AA} \]

\[ BMW_T = \text{The North Yorkshire County Council’s and City of York Council’s combined BMW Target for the Contract Year, as defined by the Landfill Allowance Trading Scheme and set out in Table 7 to Appendix B of this Schedule 6 (Peyment Mechanism)} \]

16.3 Landfill Allowance Trading Scheme

The Parties acknowledge that by virtue of the Waste and Emissions Trading Act 2003 (Amendment etc.) Regulations 2013, the Landfill Allowance Trading Scheme ceased to apply in England with effect from 31 March 2013.
17 EXCESS PROFIT SHARE ("EPS")

17.1 Principles of the Excess Profit Share

The Excess Profit Internal Rate of Return (EPIRR) shall be calculated for the relevant calculation period and reported in the Annual Reconciliation Report in accordance with clause 31.3 of the Agreement.

The relevant calculation period shall be from Financial Close to the most recent Contract Year end.

17.2 Excess Profit to be shared

When EPIRR exceeds 22% per annum, 50% of any Distribution thereafter is paid to the Authority as Excess Profit Share (EPS).
THIRD PARTY INCOME COMPENSATION PAYMENT

Principles of the Third Party Income Compensation Payment

18.1.1 No Third Party Income Compensation Payment will be made where any of the following circumstances apply in the relevant Contract Year;

(a) Where the Actual Level of Contract Waste either equals or exceeds the Guaranteed Minimum Tonnage;

(b) Actual Sharing Revenues for the relevant Contract Year are greater than the Base Case Sharing Revenues for the relevant Contract Year; or

(c) The Contractor has not used reasonable endeavours to source Substitute Waste to restore Actual Sharing Revenues to the level of Base Case Sharing Revenues in accordance with clause 26C.2.4 of the Agreement.

18.1.2 Where the Actual Level of Contract Waste is below the Guaranteed Minimum Tonnage for the relevant Contract Year, and the Contractor has used reasonable endeavours to source Substitute Waste, if Actual Sharing Revenues for the relevant Contract Year are less than Base Case Sharing Revenues for the relevant Contract Year a Third Party Income Compensation Payment will be calculated in accordance with paragraph 18.2 and payable to the Contractor.

18.1.3 Where sufficient funds are available in the Authority Revenue Account, operated in accordance with the provisions of clause 31.5A of the Agreement, payment to the Contractor may be made from the Authority Revenue Account.

18.2 The Third Party Income Compensation Payment will be calculated as follows:

\[ TPICP = \]

Lower of:

\[(BCSR \times \text{l}_{\text{RPix}}) - \text{ASR} \]

And:

\[(TPICPR \times \text{l}_{\text{RPix}}) \times (\text{GMT} - V_A) \]

(Where this returns a value of less than zero, zero will be assumed for the value of \( TPICP \))

Where:

\[ TPICP = \text{The Third Party Income Compensation Payment for the relevant Contract Year} \]
INDEXATION PROVISIONS

19.1 As outlined in Paragraph 5.2 the Unadjusted Unitary Charge will be indexed using an indexation factor (\(I_{AN}\)) that reflects:

19.1.1 A proportion of the Unitary Charge that is not indexed

19.1.2 A proportion that is indexed using RPIX

19.2 Paragraph 19.5 sets out the methodology for calculating \(I_{AN}\).

19.3 The components of the Unitary Charge shall be subject to indexation, as follows:

<table>
<thead>
<tr>
<th>Component of Unitary Charge</th>
<th>Indexation Used</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly Unadjusted Unitary</td>
<td>Unadjusted Unitary Charge Indexed</td>
</tr>
<tr>
<td>Charge Payment</td>
<td>using (I_{AN})</td>
</tr>
<tr>
<td>Tonnage Adjustment</td>
<td>RPIX Indexation</td>
</tr>
</tbody>
</table>
SCHEDULE 6 - Redacted Copy

Landfill Payment                               Active Landfill Gate Fee indexed using RPIX Indexation
Landfill Diversion Bonus                       Not Applicable
Excess Profit Share                            Not Applicable
Authority's Payment of Excess Revenue         RPIX Indexation
Pass Through Costs                             Not Applicable
Deductions                                     Deductions indexed using either RPIX Indexation or \( I_{AN} \) Indexation in accordance with paragraph 10

19.4 Calculation of RPIX Indexation (\( I_{RPIX} \))

\[
I_{RPIX} = RPIX_y / RPIX_b
\]

where:

\( I_{RPIX} \)                  RPIX Indexation factor for the relevant Contract Year
\( RPIX_y \)                   The value of the January RPIX (Office for National Statistics series identifier CHMK) immediately preceding the start of the relevant Contract Year
\( RPIX_b \)                   The value published for RPIX (Office for National Statistics series identifier CHMK) as at January 2008 being 202.7

19.5 Calculation of Unadjusted Unitary Charge Indexation (\( I_{AN} \))

\[
I_{AN} = Fixed\% + (RPIX\% \times I_{RPIX})
\]

Where:

\( I_{AN} \)                  Unadjusted Unitary Charge Indexation for the relevant Contract Year
Fixed\%                     Percentage of the Unadjusted Unitary Charge not subject to indexation as per table 5 of Appendix A to this Schedule 6 (Payment Mechanism)
RPIX\%                      Percentage of the Unadjusted Unitary Charge subject to RPIX Indexation as per table 5 of Appendix A to this Schedule 6 (Payment Mechanism)
\( I_{RPIX} \)               RPIX Indexation factor for the relevant Contract Year
19.6 Forecast Index

19.6.1 For the purposes of calculating indexation pursuant to this paragraph 19 where RPIX has not been published prior to the start of the Contract Year:

(a) a forecast of RPIX shall be used in replacement;

(b) within twenty (20) Business Days of the date of publication, the indexation for the relevant Contract Year shall be recalculated, using the published RPIX rather than the forecast, and the relevant items shall be adjusted for the period; and

(c) if the amount of the Monthly Unitary Charges paid by the Authority in respect of the relevant period is either in excess of or less than the amount which would have been paid had RPIX for the month of January been published, an amount equal to the shortfall or excess shall be added to or deducted from the first or succeeding Monthly Unitary Charges which follows the recalculation pursuant to this paragraph 19.

19.7 Forecast Index

19.7.1 If there is a material change in the nature or basis of the RPIX, or if the RPIX is discontinued, the Parties shall seek to agree upon an alternative to the RPIX which as closely replicates the relevant index as is possible, and such consequential changes shall be made to the calculations provided for in this paragraph 19 as are necessary to ensure that all payments to be made pursuant to this Contract shall be the same as if such change had not occurred. Any dispute regarding changes to the RPIX and/or calculations may be referred by either Party pursuant to Clause 62 (Dispute Resolution).

19.7.2 If any error or mistake shall occur in the publication for the figures for the RPIX which have been used at any time in any calculation pursuant to this Schedule which is subsequently duly acknowledged and corrected by the Office of National Statistics or the relevant body with responsibility for the publication of RPIX, the calculations in which the incorrect figures were used for the adjustments of any part of the Monthly Unitary Charge shall be recalculated using the correct figures. Any dispute regarding the recalculations pursuant to this paragraph 19 may be referred at the request by either Party for resolution pursuant to clause 62 (Dispute Resolution). Any overpayment or underpayment by either Party to the other which has occurred as a result of the incorrect figures shall be paid or repaid by the Party to the other within seven (7) Business Days of the recalculation being agreed or determined (as the case may be).
SCHEDULE 6 - Redacted Copy

APPENDIX A – Contract Rates

[Redacted]
Redacted Copy

APPENDIX B – Contract Metrics

[Redacted]
Appendix C

Protocol for Ascertaining/Authorising costs in relation to Strategy and Budget

1.1. Off-Site Expenditure

1.1.1. Schedule 22 (Planning) requires the Authority to fund certain Off-Site Expenditure.

1.1.2. Total Off-Site Expenditure has been previously estimated and agreed in principle in the agreed Strategy and Budget. The liability for the first £[Redacted] of Off-Site Expenditure falls to the Contractor. Total Off-Site Expenditure comprises the following sums:

<table>
<thead>
<tr>
<th>Legal Obligation Reference</th>
<th>Item</th>
<th>Off-Site Expenditure value (£000s)</th>
<th>Commentary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section Agreement Schedule 2</td>
<td>Essential Landscape Works</td>
<td>[Redacted]</td>
<td>[Redacted]</td>
</tr>
<tr>
<td>Section Agreement Schedule 3</td>
<td>Conservation Repair Works</td>
<td>[Redacted]</td>
<td>[Redacted]</td>
</tr>
<tr>
<td>Section Agreement Schedule 4</td>
<td>Landscape Maintenance and Aftercare works</td>
<td>[Redacted]</td>
<td>[Redacted]</td>
</tr>
<tr>
<td>Section Agreement Schedule 5</td>
<td>Landscape and Cultural Heritage Fund</td>
<td>[Redacted]</td>
<td>[Redacted]</td>
</tr>
<tr>
<td>Section Agreement Schedule 9</td>
<td>Highways Maintenance Contribution</td>
<td>[Redacted]</td>
<td>[Redacted]</td>
</tr>
<tr>
<td>Section Agreement Schedule 1</td>
<td>A59 Highway Works</td>
<td>[Redacted]</td>
<td>[Redacted]</td>
</tr>
</tbody>
</table>

1.2. Protocol for payment of Off-Site Expenditure

S106, Schedules 5 & 9

1.2.1. The Authority will pay the Planning Authority the costs required to comply with the Section 106 Agreement obligations under schedule 5 and schedule 9 as a lump sum in accordance with clause 31.1.1A.1 of this Agreement.

1.2.2. Costs incurred under the other Section 106 Agreement schedules and in respect to schedule 1 of the Section 278 Agreement will be dealt with as follows:
Schedule 2

1.2.3. Subject to paragraph 1.2.11 below, the Contractor will provide competitive tender prices against the scope of works defined in the Essential Landscape Works Reports (agreed with the Planning Authority in accordance with the process set out in schedule 2 part 2, part 3 and part 4 respectively of the Section 106 Agreement). The Contractor will provide a recommendation and payment schedule based on the competitive tender prices to the Authority for approval (not to be unreasonably withheld or delayed). The Contractor shall instruct works and invoice the Authority for the agreed sums for works completed in accordance with paragraph 8 of this Schedule 6 (Payment Mechanism).

1.2.4. For works completed under schedule 2 part 2 and 3 of the Section 106 Agreement, the Contractor will (subject to paragraph 1.2.11 below) provide competitive tender prices against a scope of works for a condition survey following completion of the works. The Contractor shall provide a recommendation and payment schedule to the Authority for approval (not to be unreasonably withheld or delayed). The Contractor shall instruct works and invoice the Authority for the agreed sums for works completed in accordance with paragraph 8 of this Schedule 6 (Payment Mechanism).

1.2.5. Subject to paragraph 1.2.11 below, the Contractor shall provide competitive tender prices to maintain and manage works undertaken in accordance with Schedule 2 part 4 of the Section 106 Agreement. The Contractor shall provide a recommendation and payment schedule to the Authority for approval (not to be unreasonably withheld or delayed). The Contractor shall instruct works and invoice the Authority for the agreed sums for works completed during the Contract Period in accordance with paragraph 8 of this Schedule 6 (Payment Mechanism).

Schedule 3

1.2.6. Subject to paragraph 1.2.11 below, the Contractor shall provide competitive tender prices against the scope of works detailed in the Morton Partnership Report and provide a recommendation and payment schedule to the Authority for approval (not to be unreasonably withheld or delayed). The Contractor shall instruct works and invoice the Authority for the agreed sums for works completed in accordance with paragraph 8 of this Schedule 6 (Payment Mechanism).

1.2.7. Within three (3) months of the completion of the works outlined above the Contractor shall (subject to paragraph 1.2.11 below) provide competitive tender prices against a scope of works for the First Condition Survey (as defined in the Section 106 Agreement) and provide a recommendation and payment schedule to the Authority for approval (not to be unreasonably withheld or delayed). The Contractor shall instruct works and invoice the Authority for the agreed sums for works completed in accordance with paragraph 8 of this Schedule 6 (Payment Mechanism).

1.2.8. Prior to the Service Commencement Date and subject to the requirements of paragraph 8.9(e) of this Schedule 6 (Payment Mechanism), the Contractor shall invoice the Authority for the sum of £[Redacted] (indexed in accordance with the requirements of the Section 106 Agreement) to allow for the obligations under Schedule 3 paragraph 7 of the Section 106 Agreement to be discharged.
Schedule 4

1.2.9. Following agreement by the Planning Authority to the Second Landscape Maintenance and Aftercare Plan (as those expressions are defined in the Section 106 Agreement) the Contractor shall (subject to paragraph 1.2.11 below) provide competitive tender prices against a scope of works for the proposed Landscape Maintenance Works and provide a recommendation and payment schedule to the Authority for approval (not to be unreasonably withheld or delayed). The Contractor shall instruct works and invoice the Authority for the agreed sums for works completed during the Contract Period in accordance with paragraph 8 of this Schedule 6 (Payment Mechanism).

S278, Schedule 1

1.2.10. Subject to paragraph 1.2.11 below, the Contractor shall provide competitive tender prices against the scope of works detailed in schedule 1 of the Section 278 Agreement and provide a recommendation and payment schedule to the Authority for approval (not to be unreasonably withheld or delayed). The Contractor shall instruct works and invoice the Authority for the agreed sums for works completed in accordance with paragraph 8 of this Schedule 6 (Payment Mechanism).

Competitive Tender Process

1.2.11. Subject to the provisions of paragraph 1.2.12, where the Contractor is required to provide the Authority with competitive tender prices pursuant to this Appendix C, such competitive tender prices shall be procured using a transparent and arms length tender process on the basis that:

(a) where the estimated value of the relevant package of works is less than or equal to £[Redacted], the Contractor shall seek competitive tenders from at least three (3) suitably qualified and experienced contractors; or

(b) where the estimated value of the relevant package of works is greater than £[Redacted], the Contractor shall seek competitive tenders from at least five (5) suitably qualified and experienced contractors,

1.2.12 Where the Contractor can demonstrate that there are (respectively) fewer than three (3) or five (5) suitably qualified and experienced contractors willing and able to undertake the relevant package of works, the Authority and the Contractor (both acting reasonably) shall agree such reduction in the numbers of competitive tenders required as shall be reasonable in the circumstances.