SCHEDULE 3 - Service Delivery Plan

CONTENTS

In this Service Delivery Plan, any reference to the Contractor shall be deemed to refer to the Operating Sub-Contractor (as appropriate) and satisfaction of any obligation or requirement of the Contractor in the Service Delivery Plan by the Operating Sub-Contractor and/or its Sub-Contractors shall satisfy the Contractor's obligation or requirement in respect of the same.

1 SECTION 01. CONTRACT WASTE LANDFILL DIVERSION

Introduction

1.1 The Contractor will measure its compliance with the Recycling and Composting Target, the Landfill Diversion Target and the MSW Diversion Target (together the "**Contract Targets**") over the Contract Year.

1.2 It is intended and that the Contractor will establish defined audit trails for reporting on the achievement of the Contract Targets.

1.3 The table at Figure 01 sets out the Recycling and Composting Target for each Council along with the associated Recycling and Composting Termination Trigger as defined within Table 3.2.1 of Part 3 of Schedule 1 (Output Specification).

Figure 01 Recycling and Composting Target as set out in Table 3.2.1 of Part 3 of Schedule 1 (Output Specification)

Council	**Recycling and Composting Target**	**Recycling and Composting Termination Trigger**
Barnsley	**[REDACTED]**	**[REDACTED]**
Doncaster	**[REDACTED]**	**[REDACTED]**
Rotherham	**[REDACTED]**	**[REDACTED]**

2 SECTION 02. NORMAL OPENING HOURS AND OPERATING HOURS

Normal Opening Hours

2.1 The Facilities will normally be open, suitably manned and working in accordance with the Normal Opening Hours highlighted at Figure 02 below and as defined in Part 3 of Schedule 1 (Output Specification) to the Contract.

2.2 Waste could, if required, be received outside the Normal Opening Hours if notice is given in accordance with the procedure detailed in paragraph 2.12 of this Schedule 3.

2.3 The Contractor shall make the TLS Facility available outside its Normal Opening Hours as necessary to receive waste, by prior agreement with the Councils.

Figure 02 Normal Opening Hours and operating hours for the Facilities

Days	**Normal Opening Hours**	**Closing time for receipt of waste**	**Start of normal operating hours**	**End of normal operating hours**
TLS Facility				
Monday to Friday	07:30	17:00	06:00	18:00
Saturday	07:30	15:30	06:00	16:00
Sunday	07:30	14:30	06:00	15:00
ITS Facility				
Monday to Friday	06:00	19:00	06:00	23:00
Saturday	06:00	16:00	06:00	18:00
Sunday	06:00	16:00	06:00	18:00

Council	Waste arising	Delivery Point
Barnsley	Household Residual (a)	TLS Facility
Barnsley	Commercial Residual (b)	TLS Facility
Barnsley	HWRC Residual (c)	TLS Facility
Barnsley	Street Cleaning (d)	TLS Facility
Barnsley	Grounds Maintenance (f)	TLS Facility
Doncaster	Household Residual (a)	ITS Facility
Doncaster	Commercial Residual (b)	ITS Facility
Doncaster	HWRC Residual (c)	ITS Facility
Doncaster	Street Cleaning (d)	ITS Facility
Rotherham	Household Residual (a)	ITS Facility
Rotherham	Commercial Residual (b)	ITS Facility
Rotherham	HWRC Residual (c)	ITS Facility
Rotherham	Street Cleaning (d)	ITS Facility
*(excepting four (4) rounds to Bolton Road)		

Shift Patterns

2.4 During the week, the ITS Facility will normally be staffed by three (3) shifts:

2.4.1 shift 1: 06:00hrs – 14:30hrs

2.4.2 shift 2: 14:00hrs – 23:00hrs

2.4.3 shift 3: 08:00hrs – 17:00hrs

2.5 The intention of shift 3 is to provide additional cover during the busier core hours between 08.00hrs to 17.00hrs. Weekend hours are intended to be covered on a structured overtime basis.

Maintenance Shift

2.6 Between the hours of 18:30hrs – 23:00hrs it is expected that the ITS Facility will be available for routine daily preventative maintenance in accordance with Schedule 13 (Planned Maintenance) of the Contract, unless otherwise notified by the Contractor. Routine daily preventative maintenance of the AD Facility and TLS Facility will be undertaken during the Normal Opening Hours.

2.7 A comprehensive preventative Planned Maintenance Plan (See Section 09) will be developed, with work scheduled in the evening, if time permits, or at the weekend in accordance with Schedule 13 (Planned Maintenance) of the Contract.

2.8 It is anticipated that maintenance staff will provide coverage via a two (2) shift pattern (2 x 12 hours shifts which commence at 08:00hrs and 20:00hrs) to provide continuity of Service.

Certificate Of Technical Competence (COTC) Staff Cover

2.9 The Contractor will ensure that the appropriate members of staff (including but not limited to operations manager, supervisor, and composting head, or as otherwise required by the Environmental Permit) will hold the relevant COTC qualification and will demonstrate continuing competence within each two (2) Year competency period as required by the Waste Management Industry Training and Advisory Board (WAMITAB). This is intended to provide sufficient contingency to cover for holiday periods etc and for accepting Contract Waste outside of normal operating hours as required by the Councils.

2.10 If necessary other COTC cover will be available within the Contractor team from other locations, which would relocate to the Facilities on a temporary basis to provide continuity of the required technical competence at all times.

Delivery of Waste outside of Normal Opening Hours

2.11 The Contractor recognises the Councils' requirements for procedures to be in place to allow additional out of hours opening.

2.12 The following procedures are intended to be implemented to allow the Councils to deliver Contract Waste outside of Normal Opening Hours, with a minimum of two (2) hours' notice given:

2.12.1 Provision of the contact details of senior members of staff namely the operations manager, supervisor and the maintenance team leader.

2.12.2 Through the use of mobile numbers, by having a nominated manager (rotated on a weekly basis) on call, and a cascade system for contact, these senior members of staff are able to contact the relevant members of staff required to ensure operations can be re-started.

2.12.3 The Contractor will endeavour to ensure that all members of staff placed on call have (or have access to another member of staff who has) the required knowledge for the satisfactory and safe performance of the ITS Facility.

2.12.4 A percentage of the overall operational staff will train in various operational roles (e.g. weighbridge operation). This will ensure that there are sufficient numbers of staff who can be placed on-call if the need for out of hours operation is required by the Councils.

2.12.5 Delivery of Contract Waste outside Normal Opening Hours should be a temporary measure. The Councils' waste can be weighed in and accepted via the weighbridge, as during Normal Opening Hours. The Contract Waste would then be delivered to the front end of the ITS Facility where it can be stored within the storage pits until the ITS Facility becomes fully operational again (i.e. normal operating hours) where treatment of the Contract Waste can begin.

2.12.6 In the event that the Councils are faced with an Emergency out of hours which requires access to the ITS Facility, the Councils will contact the nominated manager to inform him of the scope of the number of Authorised Vehicle and type of waste. The nominated manager will contact the site to arrange the receipt of such wastes. The Councils may test this procedure to a maximum of once per Year as part of their general testing procedures.

3 SECTION 03. OPERATION OF THE FACILITIES

Facilities Offered

3.1 The Facilities that are expected to be operated as part of the Contract are outlined in Figure 03.

Figure 03 Summary of Contract Facilities offered

Facility	Technology	Capacity	Materials processed
ITS Facility	ITS (Ecodeco)	250,000 tpa	MSW
AD Facility	Dry AD (CBUK)	18,500 tpa	Fines
TLS Facility	WTS	250,000 tpa	MSW

Intelligent Transfer Station Process Description

3.2 The facility designed for the Site (Bolton Road) is a twin line Ecodeco intelligent transfer station with a capacity of two hundred fifty thousand 250,000 tonnes/annum.

3.3 The ITS Facility process system is designed to treat a blend of Contract Waste and consists of three main stages:

3.3.1 waste reception;

3.3.2 bio-drying; and

3.3.3 mechanical refinement.

Waste Reception

3.4 Waste will be unloaded from Authorised Vehicles or other Refuse Collection Vehicles permitted by the Contractor into reception pits, via the fully enclosed delivery and reception area.

3.5 The delivery and reception area will be maintained under negative air pressure to control dust and odour emissions.

3.6 Extracted air will be discharged to atmosphere through a bio-filter.

3.7 Once Authorised Vehicles or other Refuse Collection Vehicles permitted by the Contractor are within the reception and delivery area, unloading takes place through 'airlock' doors into the reception pits.

3.8 When the reception doors are open fine water sprays over reception pit doors will be activated in order to minimise the emission of dust and odour.

3.9 The reception pits have an elevated, perforated floor. Air will be extracted from the reception pit area and discharged to atmosphere via a bio-filter. Negative air pressure will be induced within the building thus mitigating the risk of escape of airborne particles.

3.10 An electro hydraulic gantry crane will pick the waste from the reception pits and transport it to a shredder. Shredded material (exit size 150-300 mm) will be discharged directly to the shredded waste storage pits.

Biological Treatment

3.11 The homogeneous material in the shredder storage pit will be moved to the bio-drying (aerobic fermentation) area by overhead gantry cranes, where it will be placed in contiguous windrows.

3.12 The bio-drying area is divided into a virtual grid on the fully automated computerised process control system.

3.13 This system will control the crane movements and record when and where materials have been placed within the bio-drying area. In general, waste is laid out in rows representing one (1) Day's input. This layout is chosen for efficiency and to enable visual checks to be undertaken by the Operating Sub-Contractor.

3.14 The bio-drying area has a raised pre-cast concrete floor, which is perforated to facilitate the circulation of air.

3.15 The process draws air from the bio-drying section, down through the waste into the floor void. Air drawn from the void beneath the raised floor will pass through a bio-filter before discharged to the atmosphere.

3.16 The air-flow control will be fully automated ensuring optimum process conditions are maintained at all times. The residence time of material within the bio-drying section will be **[REDACTED]**.

3.17 The moisture content will drop from between **[REDACTED]** in the input MSW to around **[REDACTED]** in the bio-dried material. The total mass of the waste will be reduced by approximately **[REDACTED]**.

3.18 Processed material will then be automatically transported to the refinement section by one of the overhead gantry cranes.

3.19 The biological treatment process will produce a small quantity of leachate, estimated to be **[REDACTED]**. This will be combined with the small volumes of leachate generated from the bio-filters and reused onsite within the fines composting process.

Refinement Section

3.20 The recycling and recovery section of the ITS Facility will separate the dried waste (output from the bio-drying stage) into six fractions by using a combination of sieving, weight separation, metal extraction, and optical sorting.

3.21 These fractions include:

3.21.1 SRF;

3.21.2 plastics;

3.21.3 glass and stone;

3.21.4 ferrous metals;

3.21.5 non-ferrous metals; and

3.21.6 an organic rich fines fraction.

3.22 **[REDACTED]**

AD Facility Process Description

3.23 The organic rich fines fraction separated from the biodried waste will be further stabilised by the AD Facility in accordance with the Animal By-Products (Enforcement) (England) Regulations 2011/881 (as amended from time to time) (the "**ABPR**").

3.24 The organic rich fines fraction recovered from the biodried waste processed from both Lines 1 and 2 will be taken by container from the ITS Facility to the adjacent AD Facility.

3.25 The dry fermentation step will generate a methane rich biogas which will be used for the production of green energy. The output material from this process will be a biocompost, which will be recycled or otherwise diverted.

Pre Treatment:

3.26 The management and operation of this element will be undertaken within the enclosed AD Facility which will be kept under negative air pressure, with the air being treated via a bio-filter before emission to the atmosphere. Organic fines and shredded garden or wood waste will be blended to form a homogenous mix with the correct balance of nutrients and structure for aeration. There will be a requirement for a ratio of approximately one third shredded green waste/oversize material to two thirds organic rich fines.

3.27 The separate waste materials consisting of green or wood waste and oversize material, as well as the organic fines are emptied into the dedicated reception area.

3.28 Following delivery into the reception area, the material will be mixed using a wheeled loading shovel. The mixing of the different materials provides the right 'mix' for the composting process to work effectively by providing organic matter, moisture, and enabling aeration. Any process water requirements will be met through the use of grey-water captured on site and a proportion of leachate from the bio-drying process or other water if required.

3.29 The wheeled loading shovel will then load the mixed material into the fermentation tunnels to begin the treatment phase of the process. The management and operation of this element will be undertaken within the enclosed AD Facility with the air being treated either via the CHP engine or via a bio-filter before emission to the atmosphere.

Fines Treatment:

3.30 The mixed material will be placed within the composting vessel where it is aerated and kept at temperature for a set time period in compliance with schedule 1 part II of ABPR to remove pathogens and enable the breakdown of the organic material.

3.31 The system is designed with an aeration system built into the floor which enables the material to be aerated as well as removing any collected leachate for treatment or recirculation through the process.

3.32 Once the air has passed through the material it will be treated using a bio-filter to remove odorous compounds before release to the atmosphere.

3.33 In order to meet the time / temperature requirements of schedule 1 part II of ABPR, the material will be kept at a minimum of seventy degrees Celsius (70•C) for at least 1 hour which will ensure that the material is sanitised.

3.34 A computer control system will be utilised to monitor and manage the temperature, moisture, and aeration within the process. This computer system will manage the heating of the process, generate records for compliance, and alter the process to ensure that the optimum composting conditions are maintained.

3.35 The treatment/sanitisation phase of the fines Composting is expected to take **[REDACTED]**.

Post Treatment:

3.36 The composted material will be matured for around **[REDACTED]**.

3.37 Following maturation, the biocompost will be screened and milled in order to manufacture a clean compost product for Recycling back to land.

3.38 The digestate from the fermenters is subject to approximately **[REDACTED]** of bio-drying and composting prior to screening. Thereafter the Compost is transferred to twin pasteurisation tunnels where the material is treated for a further **[REDACTED]** prior to release to the Compost storage building where the material will be held for up to a further **[REDACTED]**.

3.39 Following maturation the material will be unloaded with use of the wheeled loading shovel and screened to create the correct size grade for use as restoration material.

3.40 The remaining oversize material from the screening will then be reused through the process in order to provide structural material for incoming organic rich fines. The management and operation of this element will be undertaken within the enclosed AD Facility with the air being treated before emission to the environment.

Housekeeping

3.41 Management procedures including risk assessments, hygiene controls, standard operating procedures (SOP's), hazard analysis critical control points (HACCP) will be

used to ensure management of the Site (Bolton Road) and compliance with regulatory requirements such as the ABPR, Environmental Permit, and quality standards.

Monitoring and Control

3.42 When a vessel has been filled, 12 temperature probes will be inserted into the organic rich fines and connected to a dedicated computer system which acts as a data logger.

3.43 The computer system will record the temperature of the Composting material continuously. The displayed temperature readings will be reviewed each Day by the Site Manager at the beginning of each shift in order to ensure the Composting process is proceeding satisfactorily.

3.44 Adjustment of the temperature levels will be achieved by varying the amount of air supplied by the air-handling unit as necessary.

3.45 Information from the computer system will be downloaded at the end of the pasteurisation phase and a time/temperature graph will be produced. This will be examined to ensure that the time/temperature requirements for the material in the vessel have been met.

3.46 If the requirements have not been met, the material will be returned to the pre-processing area, mixed with fresh waste, and reintroduced into a new tunnel.

3.47 Temperature probes will be checked monthly in order to ensure accuracy and if necessary, independently calibrated, as well as being routinely calibrated every three (3) Months.

Bio Gas Flaring

3.48 In the course of the normal operation of the fermentation stage of the process it will be necessary to flare any residual gas contained in the air which is flushed from the fermentation chamber before opening for unloading and reloading with organic fines. As all loading and unloading operations will take place during normal operating hours this flaring will normally take place between the hours of 06:00 and 22:00.

3.49 In the event that the rate of gas production exceeds the maximum requirement of the CHP gas engine, surplus gas will be stored within the gas storage vessel for later use. In the unlikely event that the storage capacity is reached then gas will be flared as a last

resort. Whenever possible, the Contractor will endeavour to restrict flaring of gas to between the hours of 06:00 and 22:00.

3.50 The visual and audible impacts of both routine and emergency flaring are mitigated by the design of the exhausts, which are fully shrouded to contain light and sound as much as possible.

Waste Transfer Station Process Description

3.51 The Contractor intends to operate the TLS Facility to receive bulk and transfer waste arising within Barnsley.

3.52 Waste received at the TLS Facility will be directed over the weighbridge.

3.53 Authorised Vehicle or other Refuse Collection Vehicles permitted by the Contractor will then be directed to the appropriate area within the TLS Facility where a trained operative will oversee the discharge of the waste.

3.54 The operative will visually inspect the waste as it is being deposited into tipping aprons.

3.55 Any waste identified as being Non-Conforming Waste will, where appropriate, be isolated within the Quarantine Area TLS.

3.56 All Staff are to be suitably trained so as to be able to identify Non-Conforming Waste types.

3.57 Waste will then be loaded onto transfer vehicles with use of a front shovel loader for onward transfer to the ITS Facility, final disposal at Landfill.

3.58 The loaded waste will be compacted using a shovel loader in order to maximise loading capacity.

3.59 In addition to bulking and transfer activities, it is also anticipated that the TLS Facility will be utilised for the sorting and processing of HWRC residues received onsite, in which case the HWRC residual would undergo a negative sorting process with use of a grab in order to remove items from this stream which are readily identifiable as unsuitable for processing via the ITS Facility. This would include mattresses, large items of furniture, and other readily distinguishable bulky items that are unsuitable for treatment. The remaining material, which could include a large proportion of household black bags, plastics and other combustible elements, would be processed via the ITS Facility for the production of a fuel and the recovery of recyclables.

3.60 A large proportion of the material removed from the HWRC stream could include large items of furniture and flooring which while combustible, is not suitable for processing via the ITS Facility. To minimise the reliance on Landfill, an additional portable slow speed shredder suitable for processing this type of material could be located at the TLS Facility. This material, once processed, would then be transported directly to the SRF Offtake Facility as an additional fuel stream.

Multi-Fuel CHP Facility

3.61 **[REDACTED]**

Figure 04 [REDACTED]

3.62 The Contractor will implement a Quality Management System for the SRF produced at the ITS Facility based on the Contractor's existing Quality Management System which should be compliant with both ISO 9001 and the CEN/TS 15358 standard for a Quality Management System used in relation to the production of SRF.

3.63 In addition the Contractor will implement a Quality Management System for the biocompost produced at the AD Facility to ensure that biocompost will be regularly tested for compliance to the quality specification of its offtakers

3.64 Using this as an overarching Quality Management System guide, the Contractor will implement the sampling strategy that complies with the prevailing SRF sampling plan contained within the SRF Offtake Contract.

SRF Quality Sampling Strategy

3.64.1 The SRF will be tested to ensure compliance with the SRF Specification as detailed in Schedule 1 of Schedule 39 (SRF Offtake Contract).

Parameter	**Ranges or upper limits (on an "as received basis")**
Net calorific value	10 to 16.5MJ/kg
Sulphur content	<0.7% w/w
Chlorine content	<1.0% w/w

Moisture content	10 to 25.0% w/w
Bulk density (loose/ uncompacted)	100 to 400Kg/m^3
Particle size	Solid in pieces with diameter between 1mm and 300mm in any two dimensions
Ash	<25.0% w/w

3.65 Data Collection

3.65.1 The SRF shall be representatively sampled in compliance with DD/CEN/TS/15442 Solid Recovered Fuels – Methods for Sampling as proposed for the normal operating sampling procedures.

3.65.2 Measurement and analysis of all samples shall be undertaken by an appropriate, reputable and where relevant, accredited laboratory.

3.66 SRF Sampling

3.66.1 For each consecutive lot a composite sample shall be produced. As per DD/CEN/TS/15442, a lot means a minimum of 600 tonnes and a maximum of 1,500 tonnes of SRF in accordance with the FMS Plan (as defined in Schedule 39 (SRF Offtake Contract) agreed by the parties to the SRF Offtake Contract for the purpose of obtaining a representative sample of SRF for analysis. For each lot twenty four (24) increments (which can be defined as the quantity of SRF collected by use of a drop flow within the refinement section of the ITS Facility in accordance with the fuel measurement and sampling plan prepared pursuant to Schedule 39 (SRF Offtake Contract) "**Increments**" or "**Increment**") shall be collected at random over the period of production of the lot. These Increments shall be combined to form a single composite sample. In order to ensure representative sampling every particle in each lot must have an equal probability of being included in the sample. Minimum Increment and sample sizes shall be determined in accordance with DD/CEN/TS/15442. The composite sample shall then be sent to an appropriate accredited laboratory for the analysis of each of the parameters set out in Table 2 below.

3.67 Minimum Sample Size

3.67.1 Minimum sample size shall be determined in accordance with Annex D of DD/CEN/TS/15442 and shall be large enough to have enough particles to obtain a representative sample from the lot being sampled. The minimum sample size shall be calculated as follows:

$$m_{\mathrm{m}} = \frac{\pi}{6} \times {d_{95}}^{3} \times s \times \lambda \times g \times \frac{(1-p)}{(C_V)^2 \times p}$$

Where;

m_{m} is the mass of the minimum sample size, in grams as received;

d_{95} is the nominal top size of a particle (a mass fraction of 95% of the particles are smaller than d_{95}), in mm;

s is the shape factor, in mm^3/mm^3 and calculated as per DD/CEN/TS/15442 or using the default value of 0.05;

• is the average particle density of the particles in the solid recovered fuel, in g/mm^3 as received (assumed to be default value of 0.001 as per DD/CEN/TS/15442);

g is the correction factor for distribution in the particle size; calculated as per DD/CEN/TS/15442 (expected to be 0.25 based on d_{05} of 12.5 mm);

p is the fraction of the particles with a specific characteristic, assumed to be 0.1 as per DD/CEN/TS/15442;

C_{v} is the coefficient of variation, assumed to be 0.1 as per DD/CEN/TS/15442.

Based on the above calculation and the expected properties of the SRF to be produced at the ITS Facility, the minimum sample size would be ninety two (92) kg.

3.68 Minimum Increment Size

3.68.1 Increments shall be collected from a drop flow, as per the provisions of paragraph 3.66.1.

3.69 Drop Flow

3.69.1 Minimum Increment size when sampling from a drop flow will be calculated as per DD/CEN/TS/15442. The minimum Increment size will be calculated so as to ensure that the minimum sample size can be achieved when all twenty four (24) Increments are combined to form the composite sample. As per paragraph 3.67, the minimum Increment size would be 92/24 = 3.8 kg.

3.69.2 The size of the Increment shall be calculated as per the following calculation:

$m_i = Ø_d \times t_m$

Where:

m_i	is the mass of the Increment size, in kg;
$Ø_d$	is the drop speed, in kg/s (expected to be ~8 kg/s);
t_m	is the sampling time, in s

Based on the expected minimum sample size, there would be a requirement to collect a sample from the drop flow for a minimum of 0.5 seconds. For the purposes of ease of sampling and to ensure that enough material is obtained with each sampling event, Increments will be collected from the drop flow for a period of one (1) second.

3.70 Sampling Plan

3.70.1 The SRF output shall be measured for every lot (between 600 and 1,500 tonnes) of SRF produced.

3.70.2 Using a 1,500 tonne lot as the basis for the following worked example at an output rate of twenty eight (28) tonnes per hour, operating for seventeen (17) hours per Day, the sample must be taken every five working Days:

3.70.3 The sample will be split into Increments collected in twenty four (24) equal time periods. Therefore one Increment must be collected every 2.2 hours.

3.70.4 Increments shall be collected by use of a drop flow within the refinement section of the ITS Facility prior to the SRF presses. Increments will be collected in an appropriately sized, empty container placed in the path of the drop flow for the period of time calculated above one (1) second. Following the allocated sampling time calculated above the container shall be removed

from the path of the drop flow and the flow from the collection point will be stopped.

3.70.5 Increments shall be weighed to ensure a minimum Increment size of four (4) kg. Details of Increment weight, date and time of collection shall be recorded in a sample log.

3.70.6 Increments will then be transferred to an appropriate, tightly sealed container and stored in a cool, dry area in accordance with the storage of samples paragraph below. Increments shall not be exposed to sunlight and Increments shall not be stored in a transparent container. Increments shall be labelled in accordance with the labelling code set out below.

3.70.7 Once all twenty four (24) Increments have been collected a composite sample shall be prepared with a minimum combined weight of ninety two (92) kg. Increments will be combined in accordance with the provisions of paragraph "Production of a composite sample from Individual Increments" outlined below.

3.70.8 Each composite sample shall be placed in a suitable container for transportation to the laboratory for testing in accordance with the next paragraph i.e. 4x 220 litre container (HDP). The container should be air-tight and must not contain any chlorinated compounds such as PVC.

3.70.9 Each composite sample shall be dispatched to an appropriate laboratory within one (1) Business Day of the production of the composite sample for the preparation and measurement of test samples as per CEN/TS 15443 and CEN/TS 15413.

Table 1 Initial estimate of time block for taking each Increment

Site	Annual SRF Production (tonnes)	Throughput	Time block for taking each Increment
Bolton Road ITS	120,000	~28 tonnes/hour	Every 2.2 hours production

3.71 Labelling

3.71.1 Labelling of samples must comply with the following principles set out in this paragraph.

Labelling of Increments

3.71.2 Individual Increments must be labelled so as to specify the time and date of collection, the lot number and the Increment number. For example I12L4-130815-16:43. The I12L4 indicates that this is Increment 12 of lot 4 (lot 1 would be the first full lot taken at the start of that particular Contract Year. The remaining portion of the label -130815-16:43 indicates that the Increment was taken on the 13/08/15 at 16:43.

Labelling of Samples

3.71.3 Each composite sample should be labelled so as to indicate the site it was taken from, the lot number, the date it was composited (that is the date the final Increment was taken and the composite sample was produced) and the type of material sampled. For example **BR-L1-130815-SRF** indicates that the sample was taken from BR, represents lot 1 of the relevant Contract Year, was collected on 13/08/15, and is a sample of SRF.

3.72 Storage of Samples

3.72.1 As per CEN/TS 15442, Increments should be kept in tightly sealed containers or packaging and stored in a cool, dry room. Samples should not be exposed to sunlight and packaging should not be transparent.

3.72.2 In order to ensure the integrity of the sample is maintained, Increments and samples must be stored as follows:

(a) Increments shall be collected in accordance with paragraph 3.70 above;

(b) following collection, each Increment shall be packaged in tightly sealed packaging;

(c) the packaged Increment shall then be labelled in accordance with paragraph 3.71 above; and

(d) the labelled Increment shall be stored in a cool and dry place. In order to prevent loss or damage to any of the Increments or samples, the

storage area must be kept secure at all times when access is not required with access granted to authorised personnel only.

3.73 Production of a Composite Sample from Individual Increments

3.73.1 The composite sample produced from the twenty four (24) Increments shall be produced using as follows:

(a) each of the packaged twenty four (24) Increments shall be audited to ensure all Increments are present. Should any Increment be missing, this should be noted and the site manager should be contacted. A composite sample may then be produced from the present Increments;

(b) a suitably sized, clean tarpaulin (polyethylene) will be laid out on the floor in an enclosed area, free of drafts and potential contamination;

(c) once all Increments of the lot to be measured have been accounted for, the packaging for each Increment shall be split and the Increment shall be emptied onto the tarpaulin for mixing;

(d) the composite sample shall be mixed thoroughly with the use of a clean and suitable shovel. Mixing should continue for at least five (5) minutes in order to ensure each of the Increments is thoroughly mixed within the composite sample;

(e) the mixed composite sample shall then be spread out evenly and divided into four (4) equal quarters;

(f) each of the four quarters shall be transferred into separate appropriately sized containers (4x 220 litre drums);

(g) two (2) of the (4) four quarters shall be chosen at random as the overall composite sample to be tested (the "**Measurement Sample**");

(h) the Measurement Sample shall then be weighed to ensure that the minimum composite sample size of ninety two (92) kg has been achieved;

(i) the Measurement Sample shall then be dispatched to an appropriate independent laboratory, within one (1) Business Day of the production

of the composite sample for mixing and preparation of representative test samples as per CEN/TS 15443 and CEN/TS 15413;

(j) the remaining two (2) quarters of the overall composite sample (the "**Storage Sample**") shall be stored in accordance with the storage of samples paragraph 8.7 above. Each Storage Sample shall be retained at the ITS Facility for at least four (4) Months as a contingency in the event that any Measurement Sample is lost or damaged or should any dispute arise surrounding the validity of the laboratory's results.

3.74 Analysis of Samples

3.74.1 Composite samples should be sent to an appropriate laboratory for preparation of test samples from the Measurement Sample or Storage Sample as appropriate. Laboratory and test samples should be prepared from the Measurement Sample or Storage Sample, as appropriate, in accordance with CEN/TS 15413 and CEN/TS 15443.

3.75 Laboratory Report

3.75.1 A test report shall be prepared by an accredited laboratory performing and managing the analysis in the form of a table which includes reference to the test methodology used. For example, reference should be made to CEN/TS 15400 in the case of calorific value.

3.75.2 Units expressed in the report should be the same as those used in Schedule 1 of Schedule 39 (SRF Offtake Contract).

3.75.3 The test report should be received within twenty (20) Business Days of receipt of the relevant Measurement Sample or Storage Sample as appropriate.

3.76 Required Performance Standard

3.76.1 Calculation for the purposes of determining compliance with the SRF Specification set out in Schedule 1 of Schedule 39 (SRF Offtake Contract) shall be in accordance with the frequency of measurement and calculation column of Schedule 1 of Schedule 39 (SRF Offtake Contract) as outlined in Table 2 below.

Table 2 Frequency of calculation

Parameter	Frequency of measurement and calculation	Number of lots to calculate compliance
Net calorific value (lower heating value)	Monthly	Average of a minimum of 4 and a maximum of 15 consecutive lots
Sulphur content	Monthly	Average of a minimum of 4 and a maximum of 15 consecutive lots
Chlorine content	Monthly	Average of a minimum of 4 and a maximum of 15 consecutive lots
Moisture content	Monthly	Average of a minimum of 4 and a maximum of 15 consecutive lots
Bulk density (loose/ uncompacted)	Monthly	Average of a minimum of 4 and a maximum of 15 consecutive lots
Particle size	Monthly	Average of a minimum of 4 and a maximum of 15 consecutive lots
Ash	Monthly	Average of a minimum of 4 and a maximum of 15 consecutive lots
other acceptable trace elements	Monthly	Average of a

e.g. metals		minimum of 4 and a maximum of 15 consecutive lots

3.77 Analysis of SRF Samples

3.77.1 Calorific value shall be measured in accordance with the appropriate standards (being, at the date of this Contract, EN 15400).

3.77.2 Sulphur and chlorine should be measured in accordance with the appropriate standards (being, at the date of this Contract, EN 15408).

3.77.3 Moisture content shall be measured in accordance with the appropriate standards (being, at the date of this Contract, CEN/TS 15414 1/2/3).

3.77.4 Bulk density (loose / uncompacted) 100 to 400 Kg/m^3

3.77.5 Particle size, solid in pieces with diameter between 1mm and 300mm in any two (2) dimensions.

3.77.6 Ash content shall be measured in accordance with the appropriate standards (being, at the date of this Contract, EN 15403).

4 SECTION 04. VEHICLE TURNAROUND TIME

Vehicle Management

4.1 From the weighbridge, Authorised Vehicles will follow the site road to the "in" side of the tipping shed offering multiple discharge points.

4.2 The driver will normally be directed to the appropriate tipping bay by either weighbridge or control room staff.

4.3 Upon entering the tipping shed, the correct door to the waste reception pit will be opened (rapid fabric doors) and the vehicle should be able to reverse up to the bump stop in the door way and discharge its load.

4.4 As soon as the load is discharged, the vehicle will exit the tipping shed by the "out" door and return to the second weighbridge to weigh out.

4.5 Authorised Vehicles will normally be managed in the tipping shed by an enforced one-way system.

Site Induction

4.6 It is intended that the Contractor shall offer inductions to all appropriate Councils' staff and drivers at a time convenient to their drivers. If, however this is not possible, or if drivers or staff are not available, then drivers and crew entering the ITS Facility for the first time will be invited to undergo a short site induction to ensure that they understand the Site Rules and Conditions and use the Site (Bolton Road) in as safe a way as possible.

4.7 The induction will outline the approach to handling and treating the waste at the ITSAD Facility, allowing discussion on how Authorised Vehicles will be received and where they will be discharged.

4.8 The induction will also cover other issues such as dealing with Non-Conforming Waste, how this is required to be handled under the Contract and the possible impact of this on the processing of Contract Waste.

4.9 The induction will cover the requirements of the Site Rules and Conditions and will detail the traffic management procedures at the Site (Bolton Road).

4.10 All Staff using the Site (Bolton Road) shall be required to sign a copy of the Site Rules and Conditions and a copy of the site specific rules and will be expected to comply with the Site Rules and Conditions at all times.

4.11 Failure to comply with the site specific rules for the Facilities could result in individuals being banned from the relevant Site.

4.12 Where the Contactor wishes to exercise its right to ban a driver or operative from the Site, it will have informed the Councils in writing on at least three (3) previous occasions of breaches by the same driver or operative.

4.13 Information to be provided to the Councils should be sufficient to allow the Councils to take necessary disciplinary procedures.

4.14 If in the opinion of the Contractor the driver's breach is sufficiently serious to constitute a serious breach of the Facilities' health and safety policies, then the Contractor reserves the right ban the driver from the relevant Site immediately.

4.15 To facilitate the smooth transition to using the ITS Facility, the Contractor intends to engage with appropriate members of staff from the Councils during the latter stages of construction and commissioning to ensure that as many staff as possible are familiar with the layout and operation of the Sites before the Service Commencement Date.

Recording and Reporting Turnaround Time Performance Failures

4.16 The TIM system will be set up to flag any vehicle exceeding the Turnaround Time when weighing off on the "out" weighbridge.

4.17 The weighbridge operator/administrator, once alerted that the Authorised Vehicle has exceeded the appropriate Turnaround Time, should complete a 'delay form' recording the Authorised Vehicle details and the reason for exceeding the Turnaround Time.

4.18 Both the driver and the weighbridge operator should sign the form to confirm that they agree on the cause of delay.

4.19 If a fitter has been called to the Site to repair a damaged or broken down Authorised Vehicle, the fitter will also be asked to sign the form confirming the cause of the delay.

4.20 Where the delay form is completed and submitted to the Councils as part of the Monthly Service Report (as defined in Section 18) and where the cause of delay is outside of the Contractor's control, the Contractor will be relieved of the associated Performance Deductions and Performance Points.

4.21 For the avoidance of doubt, where delay forms are not submitted no relief will be given.

4.22 A lack of signature from the driver will not constitute an incorrectly completed form.

4.23 The resolution of Authorised Vehicles not achieving Turnaround Time should be agreed by the Contractor and the Councils. If the procedures are not followed then a penalty will be applied as Turnaround Times will be determined by the weighbridge tickets and justified by the delay forms.

4.24 During compilation of the Monthly Service Report, as described in section 18 of this Schedule 3, all of the 'delay forms' will be collated. Turnaround Time Deductions will only be applied to those turnaround failures to meet Turnaround Times that are a result of the Contractor's failure.

4.25 If Authorised Vehicles are delayed as a result of a Council's failure then the Turnaround Times Deductions will not apply. The 'delay forms' relating to a Councils' failures to

meet Turnaround Times will then be submitted with the draft Monthly Service Report for discussion with and approval by the Councils.

4.26 Whilst a driver may acknowledge a delay, the resolution of vehicles not achieving Turnaround Time should be agreed by the Contractor and the Councils.

TLS Facility

4.27 It is intended that the same procedures and processes for Authorised Vehicle Turnaround Times adopted at the ITS Facility shall be adopted by the Contractor at the TLS Facility.

5 SECTION 05. SIGNAGE AND NOTICES

Traffic

5.1 It will be the responsibility of all the Contractor's employees to enforce the Site Rules and Conditions, to ensure that traffic travels around the Sites in a safe manner with no queuing on public highways and minimised risk of traffic accidents.

5.2 Each Site will have a Traffic Management Plan as described in paragraph 5.25 of this Schedule 3 specific to that Site, which will be incorporated into the Site working plan. When completing the Traffic Management Plan the Contractor will give particular regard to the separation of pedestrians and traffic.

5.3 Road markings and signage will be maintained in accordance with traffic markings drawing in Schedule 8 (Design) of the Contract.

5.4 Other signs should be located around the Facilities as appropriate to indicate traffic information, advise of possible dangers on the premises, and identify receptacles and other site user information in relation to health and safety policies.

5.5 All signs and notice boards should be made of a suitable, durable rigid material and be kept in a clean and legible condition. All non-statutory signage which is visible to the public and which is to be displayed for more than 24 hours shall be agreed with the Councils.

5.6 Regard will also be given to the specific requirements of the British Horse Society for any signage or other street furniture relating to the public bridleway along Site (Bolton

Road). Signs will be positioned so as not to block the horse and rider's passage and sight lines.

Identification Board

5.7 An identification board will be displayed at the main entrances of the Facilities, showing the following information as a minimum:

5.7.1 Name and address of the Site

5.7.2 Name, address and telephone number of the Environmental Permit holder

5.7.3 Emergency contact telephone number for the Environmental Permit holder

5.7.4 Telephone number of the Environment Agency area office and emergency telephone number

5.7.5 Environmental Permit number

Signage

5.8 Signage should be located around the Site in compliance with Schedule 2 (Works Delivery Plan) unless otherwise agreed.

Site Security

5.9 The Contractor intends to undertake a daily security assessment to ensure that all security risks are monitored and where possible, mitigated.

5.10 The Contractor intends to issue an advice note to all Staff to detail the security procedures to be applied to the Facilities.

Site security risk assessment

5.11 All Sites will have a security risk assessment (as per the Contractor's physical security company standard which would then be incorporated into a health and safety manual to be developed and maintained on site and accessible online via the Contractor intranet website).

5.12 Following this assessment control measures will be put in place in accordance with the Contractor's company standards on physical security.

Warning signs and other first line controls

5.13 Warning signs will be inspected monthly and will be replaced or maintained as necessary.

Access Gates and Security Fencing at the Facilities.

5.14 **[REDACTED]**

5.15 **[REDACTED]**

5.16 **[REDACTED]**

5.17 **[REDACTED]**

5.18 **[REDACTED]**

[REDACTED]

5.19 **[REDACTED]**

5.20 **[REDACTED]**

5.21 **[REDACTED]**

5.22 **[REDACTED]**

5.23 **[REDACTED]**

5.24 **[REDACTED]**

Traffic Management Plan

5.25 The Contractor shall describe all activities associated with plant and traffic management arrangements to and from the Facilities (including signage) in a Traffic Management Plan.

5.26 The Contractor shall update the Traffic Management Plan as defined in paragraph 5.25 above on a quarterly basis throughout the Contract Period.

5.27 The Traffic Management Plan as defined in paragraph 5.25 above will also report on the Contractor's haulage sub-contractor's compliance with any planning conditions pertaining to approved routes.

6 SECTION 06. WEIGHING AND MONITORING OF WASTE

[REDACTED]

6.1 **[REDACTED]**

6.2 **[REDACTED]**

6.3 **[REDACTED]**

6.4 **[REDACTED]**

6.5 **[REDACTED]**

6.6 **[REDACTED]**

6.7 **[REDACTED]**

6.8 **[REDACTED]**

6.9 **[REDACTED]**

6.10 **[REDACTED]**

Weighbridges

6.11 It is envisaged that the Facilities will use automated weighbridges.

6.12 The automated system offered by Avery Weigh-Tronix, which is anticipated to be installed at the ITSAD Facility has a range of flexibilities which can be employed to allow drivers to select round numbers, vehicle reference numbers or to input work ticket reference numbers.

Calibration

6.13 The Contractor will ensure that all weighbridges used in the provision of the Service are calibrated according to Section 11 of the Weights and Measures Act 1985.

6.14 Where possible weighbridge maintenance and calibration will take place at the same time to minimise disruption to the Service.

ANPR

6.15 Automatic number plate recognition (ANPR) will be provided in accordance with the Works Delivery Plan.

[REDACTED]

6.16 **[REDACTED]**

Distinguishing Authorised Vehicles from Not Authorised Vehicles

6.17 Each customer can be allocated as many account numbers as is needed for their reporting requirements. The ANPR system as defined in paragraph 6.15 will facilitate the identification of Authorised Vehicles carrying Contract Waste and Non-Contract Waste as all vehicles wishing to enter the Site will have to be pre-registered before making their first visit.

Dealing with ad-hoc Waste and Hazardous Waste (TIM context)

6.18 **[REDACTED]**

7 SECTION 07. PERSONNEL AND EMPLOYMENT

[REDACTED]

7.1 **[REDACTED]**

Figure 05 [REDACTED]

[REDACTED]

7.2 The operational responsibilities associated with each of the key management positions are as follows.

Operations Director

7.3 The Operations director has overall responsibility for all aspects of the Contract, including the operation and manpower of the Facilities, including;

7.3.1 Delivery of the Operating Sub-Contract and the Construction Contract.

7.3.2 Ensure all contractual obligations are met

7.3.3 Management of the Contract team

7.3.4 Co-ordinate with the construction manager, as described in 7.5, during the Works Period to ensure Works Delivery Plan relating to the ITSAD Facility is delivered to schedule and the Facilities are integrated smoothly into the overall delivery of the Service.

7.3.5 Ensure that contracts are delivered in a safe and cost effective manner

7.3.6 Ensure that principles of sustainability are maintained and developed

7.3.7 Ensure that National Indicators (or equivalent) performance is maximised on a continually improving basis

7.3.8 Management and accountability for contract budget

7.3.9 Reporting on Contract performance to the Contractor and Liaison Committee as described in Schedule 34 (Liaison Procedure) of the Contract.

Operations Manager

7.4 The operations manager has overall responsibility for the safe and cost effective management of all of the operational elements within the Contract, including:

7.4.1 Key point of contact for all operational issues for the Facilities activities

7.4.2 Manage and motivate key facility managers, supervisors and sub-contractors

7.4.3 The nominated Contract manager (under the Contractor Management Systems) accountable for the IMS and Service Delivery Plans.

7.4.4 Ensure Marketing Plan as described in paragraph 14.11 of this Schedule is implemented at an operational level

7.4.5 Contract quality manager

7.4.6 Contract safety health environmental manager.

7.4.7 Accountable for site performance in terms health and safety, performance indicators, budget control

7.4.8 Profit and loss responsibility including management of operational budgets

Construction Manager

7.5 The construction manager has overall responsibility for the management and administration of the construction sub-contracts with regard to programme, quality, health and safety and progress against funding drawdown schedules including:

7.5.1 Key point of contact for all Construction issues.

7.5.2 Monitor key Construction Sub-Contractor's performance.

7.5.3 Approval of design and construction at specified hold points.

7.5.4 Liaison and reporting to the funders' technical advisor and the Independent Certifier.

7.5.5 Accountable for the Works Delivery Plan.

7.5.6 Data collation and preparation and submission of reports on Works performance against programme, budget, quality, health and safety.

7.5.7 Recommendations for improvements in performance and implementation of improvement programmes as necessary.

7.5.8 Accountable for site performance with regard to programme, budget, quality, health and safety during the construction period.

Financial Manager

7.6 The financial manager has financial control and management of the Contract, including:

7.6.1 Day to Day financial control.

7.6.2 Production of statutory and management accounts.

7.6.3 Management of one administrator.

7.6.4 Production of tax returns.

7.6.5 Management of purchase and sales ledgers.

7.6.6 Supplier evaluation and appraisal.

7.6.7 Management of waste flow model.

7.6.8 Investment appraisal.

7.6.9 Invoicing.

7.6.10 Expenditure control and monitoring.

7.6.11 Liaison with funders and management of debt service.

7.6.12 Cash management.

7.6.13 Assist contract director with strategic and Day to Day operational decision making.

Community Education Liaison Officer

7.7 The community education liaison officer ("**CELO**") develops and implements the Community Liaison Plan in accordance with Schedule 36 (Communication Strategy) of the Contract and associated plans to all stakeholders within Barnsley, Doncaster and Rotherham including the Councils' Representatives, organisations, and residents. Responsibilities include:

7.7.1 Drafting and implementing an annual communications plan.

7.7.2 Management of the annual communications and promotions budget.

7.7.3 Liaison with the Councils on all communication matters related to the Contract in relation to the Community Liaison Plan.

7.7.4 Liaise with the Councils to set the terms of reference and organise meetings of the community liaison group as described in Schedule 36 (Communication Strategy) of the Contract.

7.7.5 Management of the Community Liaison Plan and associated outreach work in the community and local schools.

7.7.6 Be the public face of the service with local stakeholders and the press/media.

7.7.7 Maintaining the 'open door' commitment to the local communities.

Staffing levels

7.8 The intention is that shift patterns will be developed to comply with the Normal Opening Hours for the delivery of Contract Waste, whilst providing the most efficient and cost effective solution to the Councils.

7.9 The intention is that staffing levels will be determined based on the Contractor's actual experience of operating similar facilities, but also taking into account particular Councils' requirements, for example regarding monitoring and reporting and waste minimisation.

7.10 In order to achieve this the Contractor will endeavour to;

7.10.1 Ensure that dignity at work and mutual respect are enshrined in all our working practices and the way we behave towards each other.

7.10.2 Respect the human rights of all employees and support the rights of the child by not employing anyone under the age of sixteen.

7.10.3 Provide all employees with good and safe conditions at work.

7.10.4 Treat employees honestly and fairly, respecting their individual and collective rights.

7.10.5 Promote equality of opportunity and encourage diversity in our workforce ensuring the recruitment, recognition, development, and best use of talent.

7.10.6 Promote effective communications and consultation to encourage the involvement of employees in the planning and direction of their work, wherever appropriate involving trade unions, works councils and other employee groups.

7.10.7 Maintain clear disciplinary and grievance procedures with access to advice for fair and consistent application.

Human Resources Plan

7.11 The Contractor intends to implement the following Human Resources Plan as stated below to deliver the Services:

Staff Capacity

7.12 All job vacancies at the Facilities will as a minimum be advertised locally and with the relevant Jobcentre Plus.

Recruitment and Retention

7.13 Recruitment will be tracked monthly to ensure that the turnover of staff is well managed.

Induction and Screening

7.14 In addition to the general company induction, all operating staff shall have a site specific induction. This will include:

7.14.1 Risk assessments

7.14.2 Method statements

7.14.3 Safe operating procedures and

7.14.4 Tool box talks for their particular area of work.

7.15 All operating staff will either already hold a relevant waste management National Vocational Qualification Level 1 and 2, or achieve these within six (6) Months of being appointed through a structured training programme.

7.16 The Contractor will use the Contractor's, or its Contractors' specialised in-house or sub-contracted National Vocational Qualification and Waste Management Industry Training Advisory Board to train personnel and to support all operational and supervisory training.

7.17 Operating staff that drive plant or heavy goods vehicles will hold the relevant licenses.

Equality & Diversity

7.18 The Contractor is committed to being an Equal Opportunities Employer, through our human resources ("**HR**") policy "Dignity and Diversity at Work". All managers shall be trained in this procedure as part of their company induction.

7.19 All job advertisements, whether in the press or on the Contractor's website (www.shanks.co.uk/shanks/careers) clearly state the Dignity and Diversity at Work policy. "The recruitment and selection policy of the Group is to search for the best possible person regardless of sex, race, creed or disability".

7.20 The ethos of non-discrimination runs through our culture, and no discrimination, violence, harassment or bullying will be tolerated at any level.

7.21 There is a clear grievance procedure in the HR policy "Dignity and Diversity at Work Policy" that all employees are encouraged to use if they are having difficulties with another member of staff which can not be resolved informally.

7.22 To show the company's commitment to equality and equal opportunities the Contractor will adopt their current employee handbook which will be issued to all employees and updated on a regular basis.

7.23 A series of "family friendly" policies have been introduced, in recognition of the need to be a flexible employer where possible, and allow for employees with caring responsibilities, regardless of gender, to take time off to look after their dependents.

Terms of Employment

7.24 All employment contracts are constructed and issued in accordance with the provision of the Employment Act 2002. These statements set out the main terms and conditions for employees of the Operating Sub-Contractor.

Staff Development and Training

7.25 The Contractor will offer a comprehensive induction scheme to all new employees, including the compulsory completion of a new employee induction checklist.

7.26 The Contractor will identify all induction training for new staff and training and development activities for existing staff within the training plan.

7.27 The Contractor will obtain a Site specific ISO9001 quality assurance accreditation in line with the Contractor's operations at similar Ecodeco MBT facilities. The Contractor is committed to continuous improvement throughout the business, including staff progression.

7.28 An annual performance, training and development review (the PTDR) will be held with all staff, in addition to continuous on the job appraisal. Line managers will be trained to understand the objective of the PTDR by training sessions carried out by the Human Resources (HR) department. Any outstanding training and development needs will be identified and an action plan drawn up to meet the needs of the individual. This exercise is an opportunity for the manager to explain the developments that are going to take place, and also an opportunity for the employee to understand both individual and collective responsibilities in order to achieve them. Development will be obtained by a mixture of training sources, in-house training by peers involved in projects, tailor made external training by suppliers and experts, and off the shelf training for personal development. Individual personal development requirements are compiled into at training needs analysis (TNA) matrix.

Staff Welfare

7.29 The Contractor will adopt the Contractor's HR service agreement, covering all aspects of staff welfare.

7.30 All professional members of staff are encouraged to follow their individual routes for professional development, with the Contractor funding each employee's membership of

the Chartered Institution of Wastes Management (CIWM) plus one other professional institution.

Representation

7.31 The Contractor encourages staff dialogue through the informal and formal routes set out within the management systems and standards. The Contractor recognises trade union membership and, through both the Contractor and SSE, has good, long term relationships with the trade unions that represent our staff at all of our facilities. We will also seek to ensure that we engage on an equal basis any members of staff who choose not to join trade unions.

7.32 The employee handbook given to each employee on starting with the Contractor will make clear what is expected by the Contractor of its staff, while stating what the Contractor will provide for each member of team.

Shift Patterns

7.33 The Contractor will develop a shift arrangement which reflects the Facilities opening requirements as described in section 2.04 of this Schedule 3.

Use of sub-contractors

7.34 The Contractor aims to get the highest quality products, services, and value for money from all its suppliers and subcontractors.

7.35 The Contractor will encourage suppliers and sub-contractors to abide by the principles of our policy on corporate ethics.

7.36 The Contractor will:

7.36.1 Assess critical suppliers and sub-contractors as appropriate.

7.36.2 Unless in dispute, pay in accordance with contractual terms for products and services which meet its requirements.

Experience/qualification

7.37 Figure 06 details the typical skills and experience likely to be required by the key contract personnel.

Figure 06 Skills & Experience Matrix

Central Support Services

7.38 It is anticipated that the contract director will have the full support of all relevant expertise from the Contractor's head office functions at Milton Keynes. In particular it is anticipated that head office support will be provided in the following areas:

7.38.1 Finance

7.38.2 Marketing and communications

7.38.3 Fleet

7.38.4 Procurement

7.38.5 Personnel

7.38.6 Training and development

7.38.7 Legal

7.38.8 Risk and insurance

7.38.9 Payroll and pensions

7.38.10 Health and safety, environment and quality

7.38.11 Business IT systems

7.39 It is anticipated that the operations manager will also have personnel available form the Contractor's existing Contracts who will provide emergency cover on a voluntary basis.

[REDACTED]

7.40 **[REDACTED]**

[REDACTED]

[REDACTED]

7.41 **[REDACTED]**

7.42 **[REDACTED]**

7.43 **[REDACTED]**

7.44 **[REDACTED]**

7.45 **[REDACTED]**

[REDACTED]

7.46 **[REDACTED]**

7.47 **[REDACTED]**

7.48 **[REDACTED]**

7.49 **[REDACTED]**

7.50 **[REDACTED]**

7.51 **[REDACTED]**

7.52 **[REDACTED]**

7.53 **[REDACTED]**

7.54 **[REDACTED]**

[REDACTED]

7.55 **[REDACTED]**

7.56 **[REDACTED]**

7.57 **[REDACTED]**

8 SECTION 08. HEALTH AND SAFETY

Group Health and Safety Policy

8.1 The Contractor's approach to health, safety and welfare is defined by the Group's health, safety and welfare policy, a copy of which will be available for inspection at the Facilities during Normal Opening Hours.

Responsibility for Safety Management System

8.2 The Contractor's Management Information System includes job descriptions and profiles which are allocated specific responsibilities for health, safety and welfare issues.

Safety Management Documentation

8.3 The Contractor has an extensive health and safety system which it intends to adapt to meet the needs of the Councils. The safety management system is comprised of some

documents which are universal to the whole Contractor's organisation and these will be developed specifically at each operational Facility.

Arrangements for inspections

8.4 In order to monitor the health and safety performance at the Facilities, the Contractor intends to utilise four (4) main types of inspection/audit:

8.4.1 On-site safety inspections carried out by Site/operation personnel;

8.4.2 The Contractor's safety, health and environment department ("**SHE**") inspections carried out by SHE department's staff;

8.4.3 SHE department audits carried out by SHE department's staff; and

8.4.4 External audits carried out by appropriate competent organisations as required.

8.5 The aim of these four types of inspection/audit is to give a combined view of the level of safety on site which is both operationally informed and from the perspective of a safety specialist.

Operating Sub-Contractors' Safety Health and Environment department inspections

8.6 The aim of SHE department inspections is to provide a specialist safety practitioner view informed by experience and knowledge of health and safety law and guidance.

8.7 SHE department aims to inspect major sites each Month, minor sites and vehicles operations every two (2) Months, and small sites every three (3) Months. However the Contractor intends to take measures to ensure that no Contractor operated Site/operation will go more than three (3) Months without an inspection.

8.8 In addition, if a major safety concern or accident occurs for any Site/operation the frequency of inspection may be changed immediately without notification.

8.9 SHE department will generally inform managers of forthcoming inspections but retains the right to perform impromptu inspections with the objective of assessing compliance in everyday practice.

8.10 SHE department inspections should be reported on the Contractor standard inspection/audit report format and records should be kept both in hard copy and electronically.

On-Site Safety Inspections

8.11 On-site safety inspections will normally be carried out by the manager and SHE department representative. However, this is not always possible and delegation is acceptable, provided this does not become normal practice. Other site personnel may be involved in on-site safety inspections, particularly if they have an area of expertise relevant to the inspection.

8.12 On-site inspections should be carried out using the relevant on-site safety inspection form. Following the on-site inspection any observations are to be discussed and the form signed by manager and SHE representative to confirm they agree with findings, actions, and time scales.

8.13 Any issues which cannot be resolved should be noted for the attention of SHE department. For all actions a completion date will be noted.

8.14 On-site safety inspections should take place in accordance with the schedule produced by SHE department and a copy of each report should be retained on site.

8.15 SHE department will monitor the completion of on-site inspections via safety audits.

Red Amber Yellow Safety Report

8.16 The Red Amber Yellow Safety Report as set out below is intended to be produced by the SHE advisor following an inspection and will be available to the Contractor's Representative in the monthly meetings. Its purpose is to highlight areas where attention is required. Rectification periods are agreed with site management and the nature of the attention is highlighted using the red, amber, and yellow colour scheme.

8.16.1 Yellow – low risk – Site management informed;

8.16.2 Amber – medium risk – Site management and director informed;

8.16.3 Red – high risk – Site management, director and the Operating Sub-Contractor's board informed.

Health and Safety Resources;

8.17 The Contractor is committed to health, safety and welfare, and shall aim to allocate sufficient resource to ensure that its obligations are met.

Health and Safety Training

8.18 The Contractor's safety department tracks and records core manager competencies, such as the holding of Certificates of Technical Competence ("**COTC**") for site managers and supervisors, Certificates of Professional Competence ("**CPC**") for vehicles managers etc.

8.19 Site managers should compile their own training matrix for those employees under their control, using the standard format, this training matrix should detail:

8.19.1 all employees at the Site/operation;

8.19.2 all relevant training types from the Contractor core training matrix;

8.19.3 training needs identified at a Site/operation/department level;

8.19.4 training needs identified by performance reviews and other similar inputs;

8.19.5 any other training/competence requirements specific to the site/operation, e.g. licence/authorisation requirements;

8.19.6 new employees are be added to the matrix within ten (10) Days; and

8.19.7 where training requires renewal, such as heavy mobile plant operator training, the matrix should include the date for such renewal.

8.20 The training matrix should be updated whenever:

8.20.1 an employee joins or leaves the Site/operation to ensure that new employees are given appropriate training and that any competency gaps left by employees leaving are filled;

8.20.2 additional training needs are identified from any of the above sources such as the core training matrix identifying a new training requirement;

8.20.3 training is completed;

8.20.4 significant changes in site/operation occur; and

8.20.5 significant changes occur in manning levels, organisation etc as part of change management.

8.21 Nominated managers should review the matrix annually, as a minimum, with the training co-ordinator to ensure that it includes all relevant training types from the core training matrix;

8.22 Any gaps should be identified and requests placed with the training coordinator to fill these gaps;

Occupational Health Issues

8.23 The Contractor shall develop and implement an occupational health and safety hygiene policy (the "**Occupational Health and Hygiene Policy**") which can be summarised as follows:

8.23.1 the Contractor will take a proactive approach to occupational health and hygiene issues, concentrating on prevention rather than mitigation;

8.23.2 the Contractor will employ competent occupational health consultants, or doctors trained in occupational health under the supervision of consultants to provide health surveillance, advice and other services where this expertise does not exist in-house. It should be noted that medical confidentiality will apply to medical questionnaires and any assessment carried out. However the Contractor will receive a statement as to the employee's ability to perform their normal duties;

8.23.3 The basic services provided by these occupational health providers will be:

(a) new employee assessment;

(b) regular occupational health surveillance;

(c) medical assessments as required following workplace injuries and/or long-term illness (see the Contractor's managing employee absence procedure); and

(d) advice as required;

8.23.4 the occupational health providers will operate within the company primarily through contact with the Contractor Safety and Human Resources departments;

8.23.5 the Contractor shall also employ competent occupational hygienists to complement the work conducted by its occupational health consultants; and

8.23.6 the basic services provided by these occupational hygiene providers will be:

(a) advice and support in the compilation of COSHH and other similar assessments;

(b) support in environmental monitoring for physical and chemical agents in the workplace, such as dust, noise and fumes; and

(c) advice as required.

8.24 By the use of common employee categories the Contractor shall aim to compare occupational health and occupational hygiene results to ensure that it is not systematically affecting the health of its employees. A list of these common employee categories and potential common exposures will be kept by the Contractors' SHE department and will be available to all employees.

8.25 The occupational health and hygiene providers will provide the Contractor with an annual review, presented in a common format, of their activities, any systematic health effects detected, developments in the field of occupational health and any significant area of concern, within the requirements of medical confidentiality.

8.26 Based on the results of occupational health and hygiene monitoring the Contractors' SHE department shall advise operations on the controls which must be in place. Where individual monitoring is carried out personal letters outlining the results and estimated level of risk shall be given to the employees involved.

8.27 The Contractor, as operator of the Facilities, shall implement this Occupational Health and Hygiene Policy at both the ITSAD and TLS Facilities.

Emergency Notification

8.28 The Contractor shall implement for the Contract an emergency notification, recording and reporting plan which include the names of people to contact in the event of an Emergency.

8.29 The emergency notification, recording and reporting plan should be tested on an annual basis and amended as appropriate in agreement with the Councils.

Fire, Emergency, Site disaster recovery and Incident Controller Plan

8.30 The Contractor will have by the Service Commencement Date a fire plan, Emergency plan, site disaster recovery plan and incident controller plan which shall:

8.30.1 detail procedures that are to be followed when an Emergency occurs;

8.30.2 identify incident controllers;

8.30.3 ensure that incident controllers are aware of the procedures to follow in the event of an Emergency, disaster or major incident on site;

8.30.4 ensure that the Facilities and operations recover from potential disasters in a timely manner consistent with legal requirements and risk management.

Major Incidents, Emergencies and Disasters

8.31 Potential "incidents/disasters" which could occur include:

8.31.1 Fire;

8.31.2 Fire system failure/impairment;

8.31.3 Release of gasses, vapours etc;

8.31.4 Spillage of liquids;

8.31.5 Bomb threat;

8.31.6 Protestors/mass trespass;

8.31.7 Major injury – one requiring assistance of emergency services;

8.31.8 Break in, theft and similar;

8.31.9 Power cut; and

8.31.10 Other events, such as flooding, which may prevent the Facilities from operating.

Dealing with vehicles or wastes which are on fire

8.32 Any vehicles arriving at the Facilities that are clearly smouldering or on fire should be quarantined away from the main operational area of the Site and will not be allowed to discharge their load into the main waste reception hall. They should be dealt with according to the emergency procedures for fires at the Facility where practical.

Dealing with the Emergency

8.33 All incident controllers shall have attended a Contractor incident controller training course or similar.

Contacting the Emergency Services

8.34 The decision to alert the emergency services will, in most cases, be taken by an incident controller.

8.35 Out of hours incidents may dictate the decision is made externally, either way this plan is to be adhered to.

8.36 The decision to alert the emergency services will, in most cases, be taken by an incident controller.

8.37 Out of hours incidents may dictate the decision is made externally. Either way the fire plan, emergency plan, Site disaster recovery plan and incident controller plan is to be adhered to.

8.38 Once the emergency services have been called the incident controller shall always take the control of any incident and ensure that the relevant Contractor personnel (as per the Site contact list) and relevant regulatory bodies such as the Environment Agency and Health and Safety Executive are contacted in accordance with the contact checklist sheet appended to the fire plan, emergency plan, Site disaster recovery plan and incident controller plan. This task may be delegated to allow the incident controller to concentrate on the Emergency.

8.39 The SHE department should be contacted for advice before contacting any regulator. If the site's usual SHE department contact is not available the SHE department contact list (on the intranet) should be used to contact an alternative SHE department member.

Arrival of the Emergency Services

8.40 Emergency services should be met at the main entrance to the Site where by a formal hand over of the incident can take place.

8.40.1 The following information should be handed over by the incident controller:

(a) Emergency services information and Site plans/drawings;

(b) signing in books/sheets for Visitors and Staff;

(c) keys, security card or other access device to give to the emergency services (for access to offices/buildings which may still be secured); and

(d) any notes that have been kept in relation to the incident including:

(i) any instructions which have been given by the incident controller;

(ii) notes of times that events occurred; and

(iii) any other relevant information pertaining to the event.

8.41 The incident controller should assume responsibility, command and liaison with the emergency services at all times.

8.42 The incident controller should remain with the emergency services throughout the duration of the incident to provide information as and when it may be required.

8.43 If the Contractor's representative, acting as incident controller, changes (such as on the arrival of a more senior Contractor employee) a formal hand-over and communication with the emergency services will be necessary. This will include handing over the above documents, notebook or similar and any identifying clothing such as high-visibility jacket with incident controller marked on such.

Emergency Records

8.44 The incident controller shall ensure that a log via a notebook or similar of events is kept from start to finish of the incident and the timing of events.

Disaster Recovery

8.45 Once the immediate threat has passed and the emergency services have left the scene the incident controller will hand over management of the Site to the nominated manager for the Site, or if not available, the most senior Contractor employee present.

8.46 If the nature of the Emergency has resulted in the complete or partial closure of the Site/operation the nominated manager, or most senior Contractor employee present, shall initiate the Site disaster recovery plan where required.

8.47 The nominated manager, or most senior Contractor employee present, should commence the first line actions identified in the Site disaster recovery action plan that will be prepared following the incident. This will involve delegating issues such as customer contact etc to available Staff as required.

8.48 If the Emergency is such that the Site/operation will be closed for less than forty eight (48) hours then, at manager discretion, only the first line actions need be completed. However, if the Emergency is such that the Site/operation will obviously be closed for more than forty eight (48) hours, or closure extends beyond forty eight (48) hours unexpectedly, the actions listed in the continuing closure section of the disaster recovery synopsis should also be carried out.

8.49 For Emergencies entailing Site closure of more than forty eight (48) hours key to this is, once the first line actions identified in the Site disaster recovery plan synopsis have been initiated, that the nominated manager will convene a disaster recovery group consisting at least the following:

8.49.1 the nominated manager

8.49.2 the senior operations manager or director;

8.49.3 a sales person;

8.49.4 a member of the Contractor ICT department;

8.49.5 a member of the Contractor SHE department;

8.49.6 a member of the Contractor HR department;

8.49.7 the members of this group are recorded in the Site Emergency contact list.

8.50 The group need not meet physically and may be brought together by conference call, video conference etc. The aim of this group will be to enact the Site disaster recovery

plan synopsis developed following the disaster. The group will meet within 24 hours of the Emergency/disaster (or as soon as practical thereafter) and should continue to meet as required until the Site/operation has returned to normal operations.

Disaster Recovery Records and Review

8.51 All records pertaining to disaster recovery and any interim arrangements during the period that a Site/operation is closed should be retained and should include at the least:

8.51.1 legally required records such as those relating to the transfer/movement of wastes;

8.51.2 assessment reports of damage and repairs required;

8.51.3 any communication with the Contractor insurers, loss assessors and similar; and

8.51.4 disaster recovery group meeting notes.

8.52 Once the Site/operation has returned to normal operation the disaster recovery group should meet with the specific aim of a review and, if required, revise the fire plan, emergency plan, Site disaster recovery plan and incident controller plan.

Recording and Reporting Procedures

8.53 Recording and reporting procedures include, but are not limited to:

8.53.1 general recording;

8.53.2 the incident controller should ensure that a log of events is kept from start to finish of the incident and the timing of events;

8.53.3 personal injuries;

8.53.4 ensure the HR department has been contacted regarding the injured person's home contact;

8.53.5 spillages;

8.53.6 all spillages to be reported to the line manager and serious spillages to be reported to the local fire authority immediately; and

8.53.7 the spillage to then be logged in the spillage log, information to be recorded on the type of material spilled, the estimated quantity, the remedial action taken to clean the spillage up, and a location plan to be marked up the approximate position of the spillage.

Annual Testing of the Emergency Plan

8.54 The Emergency plan shall be tested on an annual basis.

8.55 The scope of the test shall be agreed between the Contractor and the Councils.

9 SECTION 09. MAINTENANCE

9.1 Maintenance will be conducted in accordance with Schedule 13 (Planned Maintenance) of the Contract.

9.2 Where the Councils wish to carry out a survey of the Sites in accordance with Clause 52.9.3 of the Contract, the Councils agree that such survey shall be non-intrusive in nature. For example, where a piece of equipment is to be inspected, such inspection will be limited to an external inspection which does not require the removal of safety guards or other component parts.

10 SECTION 10. MAJOR PLANT LIFECYCLE

10.1 Major plant lifecycle will be dealt with in accordance with Schedule 13 (Planned Maintenance) of the Contract.

11 SECTION 11. IMPACT MINIMIZATION

General Approach

11.1 The Contractor shall:

11.1.1 apply health, safety and environmental law as the starting point for all the Contractor operations and, wherever practicable exceed legal standards;

11.1.2 promote and maintain policies on health, safety and the environment which will encourage best practice;

11.1.3 carry out regular risk and impact assessment of activities;

11.1.4 allocate responsibilities clearly across all levels of the company;

11.1.5 ensure that all employees are competent and adequately trained; and

11.1.6 measure, review and monitor performance and report publicly on critical performance measures.

11.2 Further to this commitment the Contractor's environmental policies should be applied for the Contract Period.

The Contractor's SHE procedures shall be adopted

11.3 Health and safety and environmental procedures are regularly updated to reflect best practices, Change in Law and any relevant incidents.

11.4 All Environmental Management Systems and Quality Management Systems for the Contractor shall be implemented and audited according to the Contractor's procedures.

Environmental Management Systems

11.5 The Contractor intends to implement within nine (9) Months of the Service Commencement Date and comply with an Environmental Management System that is compliant with ISO14001 or equivalent at all times.

11.6 Environmental Management System development for the Site is intended to involve the following milestones:

11.6.1 Project commencement;

11.6.2 Gap analysis complete;

11.6.3 Environmental aspects and impacts defined;

11.6.4 Environmental policy accepted;

11.6.5 Environmental manual drafted;

11.6.6 Initial implementation;

11.6.7 Internal audits;

11.6.8 Management review;

11.6.9 Certification self assessment; and

11.6.10 Certification audit.

11.7 The Contractor's management systems department issues company standards/ procedures detailing a range of legal and company requirements.

11.8 Audits shall be undertaken at least annually.

11.9 The intention is that internal and external Audits will be undertaken on a regular basis (at least annually).

11.10 The expected timetable for implementation of the Environmental Management System for the Councils is outlined in Figure 07 below.

Figure 07 BDR ISO14001 Accreditation Timetable

Item	Task	Expected timescale	Comments
1	Contract Signed		
2	Issue of the Contractor's management systems documents to senior management and carry out training / induction.	1 – 2 Months post Financial Close	Basic induction and identification of senior managers to be responsible for the Contractor's Environmental Management System for this Project.
3	Construction of ITSAD Facility.		
4	Issue of the Contractor's management systems documents to operational management and Site operators and carry out training/induction.	3 – 4 Months prior to Service Commencement	Basic induction and identification of nominated managers to be responsible for the Contractor's Environmental Management System for this Project.
5	Service Commencement	July 2015	

Item	Task	Expected timescale	Comments
6	Carry out environmental reviews at the Facilities	1 Month post Service Commencement	The Contractor's Environmental Management System team are expected to carry out initial reviews of the two (2) operational Facilities.
7	Compile improvement programs from findings of environmental reviews	1 Month post Service Commencement	Following the initial reviews carried out in Item 6, a summary improvement program is intended to be produced in order that they be brought into line with the Contractor's Environmental Management System.
8	Carry out internal audit of the Facilities.	3 Months post Service Commencement	Intended to ensure that as the ITSAD Facility and TLS Facility are operating in compliance with permit/licence conditions and that the Contractor's Environmental Management System has been fully implemented and is being adhered to effectively.
9	Carry out internal audit of the Contractor	4 Months post Service Commencement	
10	BSI pre audit assessment	6 Months post Service Commencement	BSI is the Contractor's chosen assessor for ISO accreditation.

Item	Task	Expected timescale	Comments
11	Full BSI assessment visit – accreditation achieved.	9 Months post Service Commencement	Final BSI assessment report received. Following this assessment ISO 14001 accreditation awarded.

Environmental Emissions Monitoring

Emissions to Air

11.11 The ITS Facility, with the exception of the refinement section, will operate under negative air pressure. All air extracted from within the waste reception areas and biodrying halls will pass through biofilters for treatment before being released to atmosphere.

Gaseous emissions

11.12 Figure 08 depicts the typical emissions levels which the Contractor will expect to comply with at the ITS Facility, subject to confirmation with the Environment Agency, actual standards for compliance will be those as set out in the Environmental Permit.

Figure 08 Typical Permit Limit Gaseous and Particulate Emissions from the ITS Facility

Gaseous emission	Limit concentrations
Non-methane volatile organic compounds (VOCs)	<15 (mg/m^3)
Ammonia	<5 (mg/m^3)
Hydrogen sulphide	<5 (mg/m^3)
Fine particulate matter	<10 (mg/m^3)

11.13 The Contractor, if required by the Environmental Permit, will operate the odour management plan included in the working plan for the Site (Bolton Road).

Discharges to Groundwater and Surface Water

11.14 Effluent produced by the ITS Facility process will comprise leachate from the waste processing and biodrying areas as well as from the biofilters. All these effluents will be combined and routed to leachate storage tanks and where possible reused as process water in the AD Facility. In the absence of a requirement for process water leachate will be tankered off site for disposal at a waste water treatment works.

11.15 Surface water discharge will be monitored in line with Environmental Permit requirements.

Light

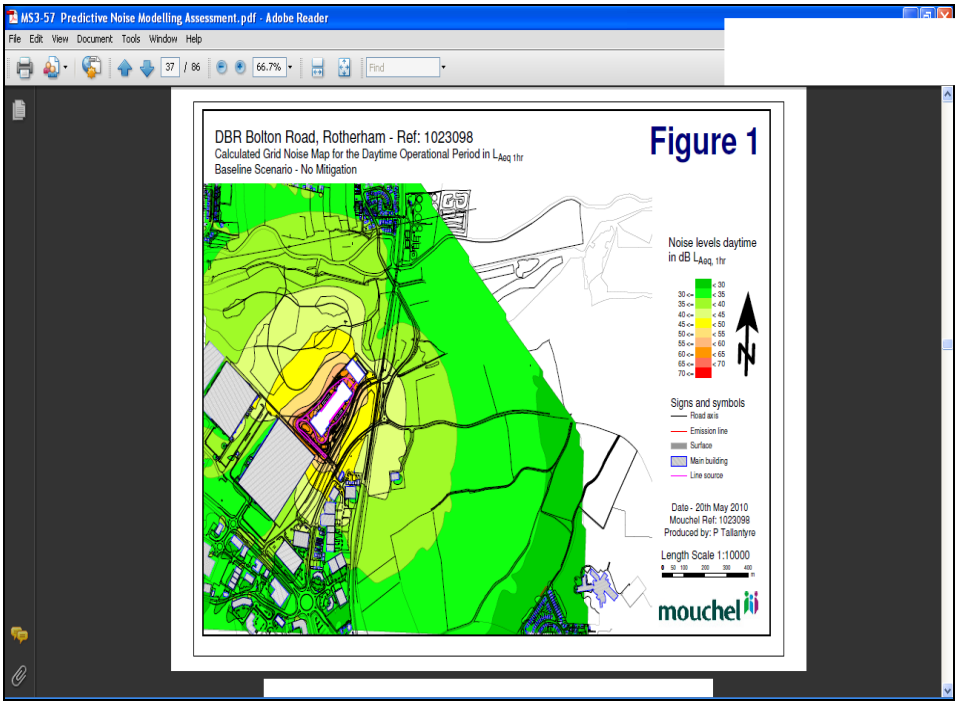
11.16 The Contractor will operate the Facilities to minimise unnecessary fugitive light.

Noise

11.17 With the exception of the bag house filters it is proposed that those activities likely to generate the most noise will take place within fully enclosed buildings.

11.18 Equipment that is likely to generate significant noise shall be specified with appropriate mitigation measures such as shrouding. Figure 09 shows indicative levels of noise generation.

Figure 09 Indicative Noise Generation Map



Vermin and Insect Control

11.19 The Contractor will usually activate automatic water mist sprays to provide a physical barrier across the doorways to the waste reception areas when the doors are open for the receipt of waste.

11.20 Waste reception shall take place within a covered waste reception building fitted with fast closing doors, minimising the risk of escape of flies from the biodrying building. It is expected that vermin and insects will be further controlled through bi-weekly insecticide misting of the biodrying halls and the use of trapping and baiting strategically across the Site.

Waste Acceptance Area Housekeeping

11.21 Waste delivered to the ITS Facility should be unloaded from delivery vehicles into reception pits, via the fully enclosed delivery and reception area. Once Authorised Vehicles are within the reception and delivery area, unloading into the reception pit shall take place through 'airlock' doors.

11.22 Waste should be unloaded onto the enclosed tipping floor at the TLS Facility.

11.23 In order to prevent potential nuisance from litter, and to provide a safe working environment, the Contractor shall implement effective housekeeping within the covered reception area of the ITS Facility and the TLS Facility.

11.24 The Contractor will facilitate good Site housekeeping on a daily basis using appropriate equipment.

Litter and spillages

11.25 The area adjacent to the Site boundary to ten (10) meters in either direction at the Facilities shall be kept free from litter and fly tipped waste; including but not limited to Site access roads up to and adjoining the public highway and adjoining land to which the Contractor can lawfully obtain access without payment of monies.

11.26 The Contractor shall undertake two (2) daily visual checks from inside the Site boundary at the beginning of the working Day and prior to the end of the Normal Opening Hours.

11.27 The public highway for a distance of one hundred (100) metres in all directions from both the Facilities shall be kept reasonably free from litter and free from fly tipped waste.

11.28 The Contractor shall undertake a daily check prior to the end of the Normal Opening Hours and will endeavour to remove or make arrangements to remove any fly-tipped waste within twelve (12) hours of identifying such waste or being notified of such waste.

11.29 Where hazardous fly-tipped waste is brought to the attention of the Contractor by the Councils, which is within ten (10) metres of the site boundary of either Facility, including but not limited to site access roads up to and adjoining the public highway and adjoining land to which the Contractor can lawfully obtain access without payment of monies, then:

11.29.1 within thirty (30) minutes of being notified the Contractor shall make reasonable endeavours to contain and control such waste with consideration to its health and safety obligations; and

11.29.2 within twelve (12) hours the Contractor shall make reasonable endeavours to remove and dispose of the fly-tipped waste and clean up any affected surrounding area.

Traffic

11.30 The Contractor is committed to promoting sustainable transport and proposes to seek to utilise alternatives to road transport wherever appropriate and financially viable.

11.31 Every three (3) Years the Contractor intends to review the use of vehicles by its Staff and sub-contractors.

Environmental Key Performance Indicators (KPI's)

11.32 The Contractor shall report on a number of environmental KPIs annually in the form of an environmental report.

11.33 The environmental KPIs the Contractor intends to monitor and set target against will include, but will not be limited to:

11.33.1 impact on climate change (reported as CO2 equivalent);

11.33.2 process based emissions;

11.33.3 transport based emissions (waste transported, company cars etc);

11.33.4 energy consumption and emissions;

11.33.5 emissions savings from renewable electricity generation;

11.33.6 water consumption;

11.33.7 waste and resources;

11.33.8 resources recovered from waste (expressed as tonnes Recycled and diverted from Landfill as a proportion of the received Contract Waste);

11.33.9 waste generated by the Contractor in delivering the Services at the Facilities;

11.33.10 compliance – reported as number of environmental convictions received; and

11.33.11 neighbourliness – reported as number of complaints received for:

(a) odour;

(b) litter;

(c) vermin;

(d) traffic;

(e) mud;

(f) noise; and

(g) other.

11.34 The Contractor shall follow this reporting structure with regards to environmental KPIs for the Contract Period and intends that performance against these indicators will be reported to the Councils monthly, as well as in the Annual Environmental Report. The Contractor also expects to form an environmental advisory panel, to be made up from representatives of both the Contractor and the Councils. The environmental advisory panel will then review performance annually and set realistic and achievable targets for improvement for the following Year.

11.35 The Contractor shall develop, maintain, and update monthly an environmental impact control plan.

11.36 The environmental impact control plan shall describe the procedures and actions required to minimise the environmental impacts of its operations.

11.37 Measures for the mitigation and minimisation of nuisance are outlined in 0.

Figure 10 Bolton Road Nuisance Mitigation

Activity	Nature	Details of potential nuisance	Summary of intended mitigation and minimisation
Waste Reception ITS Facility	Odour	Delivery of raw MSW may result in escape of odours	Building kept under negative air pressure and the use of biofilters. ITS Facility tipping bay to be contained within a covered reception building. Fast closing doors installed at both the tipping bay entrance of the ITS Facility and the entrance and exit to the covered reception building.
	Noise	Delivery and primary shredding may result in excessive noise	Generally deliveries to generally take place only between 06:00 – 19:00 Mon - Fri. Covered reception building preventing impact of excessive noise to surrounding environs.
	Vermin	Delivery of raw MSW may result in the introduction or escape of	Building kept under negative air pressure at all times. Waste tipping bay contained within covered reception area providing air-lock to prevent escape of vermin such as flies

Activity	Nature	Details of potential nuisance	Summary of intended mitigation and minimisation
		vermin	to outside. Installation of fast closing doors to keep potential escape of vermin to a minimum. Use of automatic water mist sprays forming a physical barrier across the doorways of tipping bay and covered reception building when open. Use of appropriate pest control including fly traps throughout all buildings and placed strategically around each site, baiting and use of appropriate pesticides on bi-weekly basis within the biodrying hall in order to control fly populations. Scavenging vermin to be eliminated by good design, housekeeping, cleaning, and use of appropriate pest control.
Waste reception and Sorting HWRC residual	Odour	Delivery of raw MSW may result in escape of odours	Material containers to be covered as appropriate. Storage time for materials to be kept to a minimum. Reception and operation to take place within appropriate enclosed building and use of appropriate doors.

Activity	Nature	Details of potential nuisance	Summary of intended mitigation and minimisation
	Noise	Delivery and initial sorting may result in nuisance as a result of noise	Operation to take place within appropriate building and use of appropriate doors.
	Vermin	Delivery of raw MSW may result in the introduction or escape of vermin	Operation and delivery to take place within appropriate enclosed building with use of appropriate doors. Material containers to be covered as appropriate and storage time of materials kept to minimum. Good house keeping and maintenance to be observed at all times and appropriate pest control to be used on a regular basis.
Biodrying ITS Facility	Odour	Biodrying large volumes of waste may result in the escape of odours	Building kept under negative air pressure at all times and the use of biofilters to eliminate odorous compounds. Good housekeeping to be maintained at all times. Tipping bay contained within a covered reception building. Fast closing doors installed for both the tipping bay and the covered reception building preventing the escape of odorous compounds by essentially creating an air-lock. Ensuring adequate air supply to meet

Activity	Nature	Details of potential nuisance	Summary of intended mitigation and minimisation
			oxygen demand and ensure that the bio waste remains aerobic. Regular monitoring of biofilter emissions in order to ensure compliance with permitted levels.
	Emissions to air	Biodrying of large volumes of waste may result in the emission of bio particulates	Building kept under negative air pressure and the use of biofilters to prevent the escape of bio particulates. Regular monitoring of emissions from biofilters in order to ensure compliance with permitted levels. Appropriate personal protective equipment, including masks, to be worn by members of staff likely to be at risk from bioaerosols
	Emissions to air	Biodrying of large volumes of waste may result in the emission of volatile organic compounds (VOCs), particulates, speciated organics, NH_4, H_2S and other organic compounds	Building kept under negative air pressure and the use of biofilters in order to prevent the escape of volatile organic compounds (VOCs), NH_4, H_2S and other potentially harmful organic or inorganic compounds. Regular monitoring of emissions from the biofilters in order to ensure compliance with permitted levels.

Activity	Nature	Details of potential nuisance	Summary of intended mitigation and minimisation
	Emissions to water	Biodrying of large volumes of waste will result in generation of leachate	Leachate produced from waste processing will be collected and used onsite. Other waste water produced on site will be discharged to sewer.
	Vermin	Biodrying of large volumes of waste may result in proliferation of vermin such as flies	Building kept under negative air pressure at all times. Waste tipping bay contained within covered reception area providing air-lock to prevent escape of vermin such as flies to outside. Installation of fast closing doors to keep potential escape of vermin to a minimum. Use of automatic water mist sprays forming a physical barrier across the doorways of tipping bay and covered reception building when open. Use of appropriate pest control including fly traps throughout all buildings and placed strategically around each site, baiting and use of appropriate pesticides on bi-weekly basis within the biodrying hall in order to control fly populations. Scavenging vermin to be eliminated by good design, housekeeping, cleaning, and use of appropriate pest control.

Activity	Nature	Details of potential nuisance	Summary of intended mitigation and minimisation
Mechanical Refinement ITS Facility	Odour	Processing of biodried waste may result in escape of odours	Following biodrying, the residual waste is considerably more stable and inert and poses less of a risk compared with the input MSW which could readily turn anaerobic if untreated. In order to prevent escape of odours, all refinement of materials will take place within an enclosed building. Material output containers will be covered at all times where appropriate. SRF material will be enclosed from the atmosphere at all times following biodrying with use of walking floor trailers and loading presses. The fines fraction to also be transferred with use of covered conveyers.
	Emissions to air	Processing of biodried waste may result in emission of dust	Refinement of biodried waste carried out within enclosed building. Dust extraction system to be utilised at all times when the ITS Facility refinement section is operational in order to prevent emissions of dust. Full risk assessments of the working conditions within the refinement sections will be carried out, including air quality sampling. Staff working within refinement area to

Activity	Nature	Details of potential nuisance	Summary of intended mitigation and minimisation
			wear appropriate dust masks and personal protective equipment at all times.
	Emissions to air	processing biodried waste may result in emissions of bio particulates	Refinement of biodried waste to take place within enclosed building. Dust extraction system utilised at all times when refinement section is operational. Full risk assessments of the working conditions within the refinement sections will be carried out, including air quality sampling. Staff working within the refinement section to wear dust masks at all times. Material containers to be covered where appropriate. Materials such as SRF contained from outside at all times with use of walking floor trailers and loading presses.
	Emissions to water	Surface runoff may result in emission to water	Emissions to water from surface runoff will be minimised during the detailed design stage. Drainage falls on hard standing areas will be designed to prevent contaminated surface water from entering the surface

Activity	Nature	Details of potential nuisance	Summary of intended mitigation and minimisation
			water system and clean surface water from entering the foul system.
	Vermin	Processing of large quantities of biodried waste may result in proliferation and escape of vermin.	Strategic use of appropriate traps and baiting throughout the site, including the refinement building. The refinement of all biodried waste to take place within an enclosed building. All material containers will be covered at all times where appropriate. Materials such as the SRF and the fines to be contained from the outside with use of walking floor trailers and loading presses for the SRF. Scavenging vermin to be eliminated by good design, housekeeping, cleaning, and use of appropriate pest control.
	Noise	Use of large scale mechanical refinement equipment may result in noise	Mechanical refinement of biodried materials to take place in an enclosed building. All process equipment in mechanical refinement section likely to create significant noise will be shrouded and reasonably soundproofed. All Staff working within refinement

Activity	Nature	Details of potential nuisance	Summary of intended mitigation and minimisation
			section to wear appropriate personal protective equipment.
	Fire	Processing of biodried waste and accumulation of dust may result in fire	Dust extraction system to be utilised at all times when refinement section is operational. All process equipment to be ATEX Rated for dust explosion where appropriate.
Waste and materials transportation	Odour	Potential odour nuisance caused by transporting waste and materials	Material containers to be covered as appropriate. Storage time of materials to be kept to a minimum. Materials such as SRF to be contained from the outside at all times with use of walking floor containers and loading presses.
	Vermin	Transportation of waste may result in nuisance by vermin	Material containers to be covered as appropriate. Storage time of materials to be kept to a minimum. Materials such as SRF to be contained from the outside at all times with use of walking floor trailers and loading presses.

Activity	Nature	Details of potential nuisance	Summary of intended mitigation and minimisation
	Emissions to air	Transportation of waste and materials nay result in emissions to air	Material containers to be covered as appropriate. Storage time of materials to be kept to a minimum. Materials such as SRF to be contained from the outside at all times with use of walking floor trailers and loading presses.
	Emissions to water	Spillages may result in emissions to water	Material containers to be covered at all times as appropriate. Any spillages to be cleaned immediately.
Storage and use of ancillary raw materials	Emissions to air	Storage and use of potentially hazardous ancillary raw materials such as diesel fuel and pesticides may result in emissions to air	All hazardous and potentially hazardous substances shall be stored onsite in appropriately labelled containers deemed fit for purpose. All hazardous or potentially hazardous substances to be stored in a lockable chemical storage compound. All tanks for storage of fuel will be individually bundled in accordance with the Environmental Permit.
	Emissions to water	Storage and use of potentially hazardous ancillary raw materials such as diesel fuel and pesticides	All hazardous and potentially hazardous substances shall be stored onsite in appropriately labelled containers deemed fit for purpose. All hazardous or potentially hazardous substances to be stored in a lockable

Activity	Nature	Details of potential nuisance	Summary of intended mitigation and minimisation
		may result in emissions to water	chemical storage compound. All tanks for storage of fuel will be individually bundled in accordance with the Environmental Permit. All spills to be cleaned as soon as is reasonably practical and in accordance with the appropriate health & safety procedure for managing spills of hazardous or potentially hazardous substances.
	Fire	Storage and use of potentially hazardous ancillary raw materials such as diesel fuel and pesticides may result in fire	All hazardous and potentially hazardous substances shall be stored onsite in appropriately labelled containers deemed fit for purpose. All hazardous or potentially hazardous substances to be stored in a lockable chemical storage compound. All tanks for storage of fuel will be individually bunded, with bunds designed to meet Good Industry Practice. Appropriate health and safety policies to be in place to prevent naked flames to be in close proximity to areas where flammable substances are stored. Fire monitoring and control to be in place including appropriate fire extinguishers, as well as appropriate fire safety training for staff.

Activity	Nature	Details of potential nuisance	Summary of intended mitigation and minimisation
Fines Composting	Odour	Potential odour nuisance caused by composting organic rich fines fraction.	Composting activities to take place in dedicated building with appropriate environmental controls. Process buildings will be operated under negative pressure and equipped with high speed doors to prevent odour from exiting the building. The composting process will be maintained under aerobic conditions to prevent methane production. Extracted air from buildings or the process will be treated through filtration prior to release to atmosphere. Incoming waste material will be processed and placed into treatment each Day to prevent degradation outside of the process.
	Vermin	Potential nuisance from vermin as a result of Composting fines fraction.	Composting activities to take place inside a dedicated building with appropriate environmental controls in place. Appropriate pest control such as baiting, trapping etc. Good housekeeping to prevent proliferation of vermin such as rodents.
	Emissions to air	Potential emissions of dust as a result	Process buildings will be operated under negative pressure and equipped with high speed doors to prevent dusts from exiting

Activity	Nature	Details of potential nuisance	Summary of intended mitigation and minimisation
		of organic rich fines Composting.	the building. All extracted air from buildings or the process will be treated through filtration prior to release to atmosphere. On external areas clean water will be used to dampen down surfaces if dust is generated. All members of staff and site visitors to wear appropriate personal protective equipment, including masks where appropriate, when working within the fines composting building.
	Emissions to air	Potential emissions of bioaerosol as a result of organic rich fines composting.	Process buildings will be operated under negative pressure and equipped with high speed doors to prevent bioaerosols from exiting the building. Extracted air from buildings or the process will be treated through filtration prior to release to atmosphere. All members of staff and site visitors to wear appropriate personal protective equipment, including masks where appropriate, when working within the fines Composting building.

Activity	Nature	Details of potential nuisance	Summary of intended mitigation and minimisation
	Emissions to water	Potential emissions to water as a result of organic rich fines Composting.	Clean water – e.g. from roof structures will be collected and either stored for use in the process or discharge to the environment as clean water. Dirty water – e.g. from areas where mobile plant operate will be collected into storage tanks for use in the process, treated prior to discharge to the environment or tankered off site for treatment. Leachate – e.g. from the process will be collected for use in the process, treated prior to discharge to the environment or tankered off site for treatment.
	General health and safety	Organic rich fines Composting may result in general health and safety issues.	Appropriate health and safety management systems implemented Use of appropriate personal protective equipment by all Staff and Visitors. Access granted to members of public only under appropriate supervision. Appropriate occupational health screening assessments for all employees involved in the operation of the organic fines Composting facility.

12 SECTION 12. SUSTAINABILITY ISSUES

Sustainable Development: Policy Context

12.1 The Contractor's solution is intended to contribute to:

12.1.1 combating climate change through emissions reduction;

12.1.2 increasing the amount of renewable energy; and

12.1.3 using resources more effectively and efficiently.

Data Collection

12.2 The Contractor will shall collect data in order to comply with the Environmental Permit, and to establish actual impacts on the environment. Each Site shall complete a quarterly environmental return.

General Site Information

12.3 This section of the quarterly environmental return will contain Site specific information relating to regulatory visits, training, and feedback, materials sourced outside the European Union and ecology issues.

Energy

12.4 Specific details will be recorded in this section of the quarterly environmental return to detail how much water, electricity; diesel, bottled heating gas, and mains gas are used. A section is also available to include information relating to green tariff or renewable sources.

Waste

12.5 Detailed information will be contained within this section of the quarterly environmental return relating to the waste generated, re-used, and disposed of by the Facility with specific reference to the defined targets.

Sustainable Operations

12.6 The Contractor shall take account of sustainable operational practices including:

12.6.1 resource efficiency;

12.6.2 energy efficiency;

12.6.3 transport optimisation;

12.6.4 efficiency of water consumption;

12.6.5 sustainable procurement and consumption;

12.6.6 sustainability education and engagement.

Resource Efficiency

12.7 The Contractor shall implement a waste minimisation strategy for the Facilities (and for those of its sub contractors). This strategy is intended to include:

12.7.1 a request that emails and documents to be printed out only when absolutely necessary;

12.7.2 a requirement for all offices to be furnished with suitable recycling boxes for the collection of recyclables such as paper, cans, and plastic bottles; and

12.7.3 a request for all offices to encourage Staff to minimise waste production and utilise recycling bins with the use of posters and leaflets.

Energy Efficiency

12.8 The Contractor intends to operate the Facilities to make efficient use of energy and minimise the use of energy on-site.

12.9 Annual energy consumption will form part of the annual and monthly reporting of environmental KPIs for the Contract. Realistic and achievable targets will be set on an annual basis.

12.10 In addition to making a commitment to reduce and minimise annual energy consumption, the Contractor also expects to generate renewable power to fulfil some onsite requirements.

Transport: Sustainable Vehicle Management

12.11 The Contractor will produce a report every three (3) Years (unless otherwise agreed) that reviews the potential for alternatives to road transport for the SRF from the ITS Facility to the SRF Offtake Facility, which will include transport by rail.

12.12 The Contractor shall implement a sustainable transport strategy within nine (9) Months of Service Commencement for the ITSAD Facility. This will include reference to:

12.12.1 measures to increase the efficiency of site vehicle operation;

12.12.2 sustainable procurement of all vehicles;

12.12.3 driver training;

12.12.4 driver KPIs in order to maximise transport efficiencies;

12.12.5 use of latest IT to avoid unnecessary staff journeys;

12.12.6 provision of bicycle shelters; and

12.12.7 provision of Staff incentive scheme to encourage employees to cycle to work and (or) use public transport.

12.13 Staff should also be encouraged to enter into car share schemes and use public transport whenever practical, as well as being encouraged to cycle to work. .

Sustaining and Enhancing Social and Economic Benefits

12.14 The Visitors' centre is expected to be capable of accommodating groups of up to twenty (20) people for Site visits, education, and Site publicity events.

12.15 It is intended that specific topics to be covered at the Visitor education centre will be agreed with the Councils on an annual basis but may include some of the following:

12.15.1 waste prevention and minimisation;

12.15.2 Recycling and reuse;

12.15.3 renewable energy generation;

12.15.4 biodiversity protection;

12.15.5 sustainable resource use;

12.15.6 sustainable transport; and

12.15.7 sustainable communities.

Sustainable Procurement

12.16 The Contractor expects that suppliers will be continuously screened to ensure that where suitable materials and supplies are procured from manufacturers of products made using Recycled materials, certified carbon neutral products and materials from sustainable sources.

12.17 In order to ensure that suppliers and sub-contractors undergo the appropriate level of screening for the duration of the Contract, the Contractor shall implement a sustainable procurement policy (within nine (9) Months of Service Commencement), to be integrated into the Environmental Management System.

12.18 The sustainable procurement policy should include:

12.18.1 consumption of goods and services will be monitored as part of the Environmental Management System in order to reduce and minimise usage wherever possible;

12.18.2 appropriate training, guidance, and product information will be provided to Staff in order to ensure sustainable products and services are selected;

12.18.3 whole life costs will be taken into consideration when assessing products and services, and prior to the award of contracts;

12.18.4 procurement of products and services will not discriminate against local and smaller suppliers;

12.18.5 major suppliers and sub-contractors will be required to have an appropriate environmental policy and maintain an appropriate Environmental Management System.

12.18.6 Environmental Management System review of suppliers and sub-contractors will be monitored to ensure the required standards continue to be met.

12.19 The Contractor's sustainable procurement policy will be reviewed as part of the Environmental Management System's continual improvement process and modifications and corrective action will be taken where required.

Carbon Management

12.20 The Contractor aims to develop a carbon management plan to include:

12.20.1 calculation and reporting of baseline carbon footprint (i.e. green house gas) emissions associated with the operation of the Contract for the Contract Year following the Service Commencement Date of the Facilities);

12.20.2 review of major sources of green house gas emissions associated with the operation of the Contract and allocation of realistic and achievable targets for reductions for each major source (for example, transport);

12.20.3 a carbon management panel, to be established with the Councils within the First Contract Year in order to set initial targets, review annual emissions and monitor progress;

12.20.4 annual carbon reduction plans would then be developed in order to ensure targets are met; and

12.20.5 Carbon management will be monitored as part of the Environmental Management System annual review process. This will ensure continual improvement and that corrective action is taken where required.

Carbon Offsetting

12.21 The Contractor proposes to develop a carbon off-setting strategy for identifying those projects that will generate real environmental benefits, helping mitigate the impact of green house gas emissions associated with this Project.

12.22 Carbon off-setting projects should be investigated with the use of the following strategy:

12.22.1 carbon off-setting projects will be assessed to determine the type and scope of the project;

12.22.2 potential projects will be assessed in order to ensure additionality. This assessment will determine that potential projects:

12.22.3 are not required by current legislation;

12.22.4 are not common practice;

12.22.5 are not economically viable or practical for other reasons without outside investment via a carbon off-setting project;

12.22.6 are likely to generate real green house gas savings over a suitable timeframe (i.e. green house gas savings must be realised within a time frame of at most twenty five (25) Years);

12.22.7 cost benefit analysis would then be performed on potential carbon off-setting projects in order to determine which project will provide the greatest and most beneficial green house gas savings, and the preferred projects will be chosen;

12.22.8 preferred projects would undergo a period of independent scrutiny by both the Environmental Advisory Panel and the Councils in order to ensure that the carbon off-setting measures will produce real environmental benefit; and

12.22.9 Chosen projects would be monitored on an annual basis in order to ensure that green house gas savings continue to be realised and alternative off-sets are not required.

13 SECTION 13. NON-CONTRACT WASTE PLAN

Introduction

13.1 The ITS Facility is designed to have a capacity of two hundred fifty thousand 250,000 tonnes per annum and is designed primarily to treat Contract Waste limbs (a) and (b) of such definition, with small tonnages from Contract Waste limbs (c) and (d) of such definition.

13.2 Any remaining spare capacity is expected to be filled with the other types of Contract Waste e and f and Third Party and Non-Contract Waste.

Type and Sources of Non-Contract Waste to be Accepted

13.3 The types of Non-Contract and Third Party Waste to be processed by the Facility will include wastes similar in nature to Contract Wastes limbs (a) and (b) of such definition.

Measures to give Priority to Contract Waste

13.4 At all times, Contract Waste shall take precedence over Non-Contract Waste and Third Party Waste.

[REDACTED]

13.5 **[REDACTED]**

13.6 **[REDACTED]**

13.7 **[REDACTED]**

13.8 **[REDACTED]**

13.9 **[REDACTED]**

13.10 **[REDACTED]**

13.11 **[REDACTED]**

13.12 **[REDACTED]**

13.13 **[REDACTED]**

13.14 **[REDACTED]**

14 SECTION 14. RECOVERED MATERIALS, PRODUCTS AND RESIDUES

Site (Bolton Road) Materials Recovery and Recycling

14.1 The Contractor will recover Recyclable Materials from the Contract Waste.

14.1.1 ferrous metals;

14.1.2 non-ferrous metals;

14.1.3 plastics;

14.1.4 glass and stone; and

14.1.5 fines/biocompost.

14.2 Prior to the delivery of waste to the Facilities, the Contractor shall provide the Councils with a comprehensive list of its chosen off takers for the materials listed above including evidence of valid Environmental Permits (or exemptions if applicable).

14.3 Prior to switching any of the recyclate offtakers, the Contractor will provide the Councils with a copy of the offtaker's Environmental Permit (or exemption if applicable).

14.4 The Contractor expects to contract the transportation of all wastes under its control to haulage contractors who operate vehicles with emissions limits meeting minimum of Euro IV emissions standards (for vehicles manufactured before 30th September 2009) and Euro V for vehicles manufactured after 1st October 2009. In addition to this, all vehicles under the Contractor's control are expected to be plated with the maximum gross weight to ensure they achieve the highest payloads, whilst remaining within the legal limits. This would serve to minimise the number of vehicle movements.

14.5 It is the Contractor's policy to utilise local markets for the recycling of ferrous metals wherever possible. There are two (2) main organisations that aim to create new markets for recyclate collected within local areas:

14.5.1 Resource Efficiency Yorkshire; and

14.5.2 ReMade Network UK.

14.6 The Contractor will endeavour to work with these organisations to identify further market development opportunities in the local area.

14.7 The Contractor aims to seek to take the most economic disposal option within the limitations of appropriate regulations and operational constraints.

14.8 The Contractor aims to supply the home market where economically viable.

14.9 The Contractor's technology allows the products to be refined to meet market requirements at that point in time.

14.10 All materials are expected to be produced to meet the minimum specifications required by the market.

Marketing Plan

14.11 The Contractor shall prepare a Marketing Plan (which shall be updated on an annual basis) which sets out its policies and strategies with regard to the marketing and sale of Recovered Materials, Products and Residues.

[REDACTED]

[REDACTED]

14.12 **[REDACTED]**

[REDACTED]

14.13 **[REDACTED]**

[REDACTED]

14.14 **[REDACTED]**

[REDACTED]

14.15 **[REDACTED]**

14.16 **[REDACTED]**

14.17 **[REDACTED]**

[REDACTED]

14.18 **[REDACTED]**

[REDACTED]

14.19 **[REDACTED]**

[REDACTED]

14.20 **[REDACTED]**

14.21 **[REDACTED]**

14.22 **[REDACTED]**

Figure 11 Summary of primary Landfill sites for use in the Contract

Operator	Location and distance from Site (Bolton Road)	Permit number and issue date (Refer to appendix CFTMS4.4-01)	Annual capacity (,000 tpa)	Waste types accepted including ability to take Councils' Non-Contract Waste
Caird Bairdon	Peckfield Landfill Site, Ridge Road, Mickleford, Leeds LS25 4DW (27 miles)	PPC BU9726IH	800	Non-hazardous
Viridor Waste Management	Erin, Chesterfield, S44 5HS (22 miles)	PPC BW0991IX 28/5/2005	2,015	Non-hazardous, inert stable non-hazardous, asbestos
Viridor Waste Management	Parkwood, Sheffield S3 8AG (16 miles)	PPC BW0983 15/4/2005	650	Non-hazardous

15 SECTION 15. VISITOR ARRANGEMENTS

Overview

15.1 The Contractor will promote an open door policy to encourage people and organisations to visit the ITSAD Facility.

15.2 A CELO will be employed at the ITSAD Facility to act as a dedicated point of contact for all enquiries relating to visits to the facility as well as the provision of the Service by the Contractor. This would compliment the Councils' own waste management initiatives to ensure that the combined efforts of the Councils and the Contractor working in partnership adds value and ultimately reduces waste and increases Recycling.

15.3 The Contractor shall where there is sufficient interest arrange one visit a week (i.e. up to fifty (50) visits per Year) to the ITSAD Facility for interested parties e.g. schools, community groups, council representatives, local businesses, etc. In addition the CELO intends to visit local schools and community groups.

15.4 The Contractor shall maintain the visitor centre and provide promotional materials in an up to date manner.

15.5 The CELO will endeavour to work with the Councils and the community alike by carrying out activities such as:

15.5.1 waste minimisation promotion campaigns;

15.5.2 raising awareness of waste issues;

15.5.3 giving advice to households about the ways to reduce the amount of waste via newsletters;

15.5.4 developing and supporting re-use schemes; and

15.5.5 coordinating visits at the dedicated visitors centre.

15.6 The CELO will also endeavour to work in close liaison with the SRF Offtaker's personnel to develop information boards describing the SRF Offtake Facility. These, along with a mixture of presentational material and samples of the various fuels used on-site, will be delivered through the ITSAD Facility visitors centre.

Capable Staffing

15.7 It is anticipated that the visitors' centre will be available a minimum of five (5) Days a week, which could include Saturday, Sunday and Bank Holidays. The Contractor envisages the visitors' centre being closed on Christmas Day, Boxing Day, and New Year's Day.

15.8 The Contractor shall arrange for Staff to be available to address visitors, conduct tours, explain the Facilities, and allow them to understand how their Recycling efforts contribute to an improved environment.

15.9 Staff shall be trained in dealing with the public as well as in handling waste.

15.10 Visits must be pre-arranged with an expected average of up to one per week.

Providing Ample Resources for the visitors' centre

15.11 The Contractor recognises the multi-cultural make-up of the area.

15.12 Access to the visitors' centre is to be provided through a separate entrance. Visitors will enter via reception and be taken up stairs. A disabled access is provided by a separate door and lift.

15.13 Visitors arriving at the visitors' centre shall be greeted by an appropriate member of staff.

15.14 The visitors' centre will be constructed in accordance with the Works Delivery Plan which includes air conditioning.

15.15 Internet enabled computer screens will be provided around the visitor centre to provide visitors' a view of operations as they occur.

15.16 The Contractor will endeavour to offer visits to the facility to local schools, local community groups, third sector organisations, and other interested parties. These should be tailored to the individual groups requirements and include presentations and questions and answer sessions suitable for the target audience.

Providing a comfortable and safe environment for visitors

15.17 This is expected to include:

15.17.1 ensuring that the temperature of the visitor room is maintained between nineteen (19•C) and twenty five (25•C) degrees Celsius when in use;

15.17.2 ensuring that Visitors shall, as a minimum, have access to potable water;

15.17.3 providing toilets and washing facilities for any Visitor which:

15.17.4 shall be clean, free from staining and mould growth, with all consumables provided, including soap, hand drying facilities, toilet paper;

15.17.5 shall have lighting, heating, and adequate ventilation; and

15.17.6 shall be maintained to ensure that all cubicles, tiles, and toilet furniture are free from damage or deterioration, subject to reasonable wear and tear, and on which all fittings locks and handles are fully functional.

15.18 The Contractor will (allowing for reasonable wear and tear) endeavour to ensure that all floors, windows, ceilings and walls of the visitor facilities are kept clean at times as required for visits and free from damage or deterioration. The cleaning materials shall not be deleterious to health or to the building.

15.19 The cleanliness of the visitors' centre should be inspected on a daily basis and, when required, be put back in a clean, tidy, and functional condition ready for the next visit. The staff entrance at the other end of the building provides access to the changing areas for site staff and to stairs to the first floor office facilities.

15.20 An open plan office and manager's office are expected to provide space for the administrative functions of the Contract and an archive room is expected to be provided to ensure that all required archives are kept in an accessible, dry area.

15.21 In accordance with the Works Delivery Plan, a small kitchenette will be provided on this level and a conference room capable of seating at least eight (8) people has also been provided. Access to the conference room has been provided from the visitor entrance should a small meeting room be required for small visiting parties.

Commitment – Working with Schools and Younger People

15.22 The Contractor shall endeavour to develop an annual work plan for the Contract.

Commitment - Working with the Community

15.23 The Contractor aims to introduce a strategy for the engagement of school and younger people within the Barnsley, Doncaster and Rotherham region. The Contractor is dedicated to having a positive presence in the community and believes social responsibility begins with the communities served and by actively participating and contributing to local environmental, civic, charitable, and educational activities and programs waste management companies can become a community partner.

15.24 For organisations such as youth clubs, interactive sessions are expected to be held, with creative recycling workshops. The Contractor will also endeavour to provide input and full support to any appropriate campaigns the Councils are promoting.

15.25 It is proposed that key waste routes within the treatment and refinement sections will be colour coded including a pedestrian route to the main plant control room. A full Disability Discrimination Act (1995) assessment should be completed at the design stage with the expectation that access will be possible to most parts of the site. Where

this is not readily achievable, the internal CCTV may be used to show the particular areas on the visitors' centre screens.

15.26 The Contractor will aim to provide visitors to the centre with a headphone intercom system, (designed for use in very high noise areas that require maximum noise reduction) whilst they carry out the tours of the ITSAD Facility.

15.27 Within the visitor centre it is intended to display real time facts and figures concerning the operation and performance of the ITSAD Facility.

15.28 The Contractor will endeavour to:

15.28.1 Develop the ITSAD Facility tours. Develop the Project website, linked to the Councils, the Contractor and SRF Offtaker's websites, to include an education and event diary to encourage community participation. The website will also have all relevant planning and permitting documentation uploaded and available for viewing, copies of news releases, and a mechanism for feedback and comment.

15.28.2 Develop an education section on the Barnsley, Doncaster and Rotherham Waste Partnership PFI Project's web site which will be compliant to schools' national curriculum. This will be promoted to all schools in the locality and include a number of web cams so schools who cannot visit of the ITSAD Facility in person can see how the plant operates and manages residual waste.

15.28.3 Hold an annual "Open Day" to encourage members of the local community to see how the ITSAD Facility operates and meet its staff.

15.28.4 Produce and distribute a regular community newsletter, printed in a number of different languages. The newsletter will include articles on recycling, encourage re-use and waste minimisation, highlight success stories, and develop local angles on national issues.

15.28.5 Canvass the views of local people through surveys and questionnaires. When these are sent to the local community they will be with a prepaid response envelope to encourage participation. The surveys will also be carried out on-line.

15.28.6 Participate in road shows arranged by the Councils, subject to agreed availability, and will develop educational material and displays to support these.

15.28.7 Work with the Councils to develop advertorials for publication in the Councils' newsletters or other civic publications for example district Council newsletters.

15.29 It is expected that campaign and educational materials produced for the visitor centre will be duplicated and made available to local schools, colleges and others for use within their own buildings. Most of the Contractor's material can also be produced on DVD and data sticks for circulation to interested groups.

15.30 To celebrate the opening of the visitors' centre at the ITSAD Facility, the Contractor proposes to hold a civic event which would be funded by the Contractor. The Contractor propose the event would be held at the ITSAD Facility.

Maintenance Schedule

15.31 The visitors' centre will be run and managed by the CELO who will endeavour to actively consult and improve the facilities. Supported by a dedicated budget, the officer will aim to be pro-active in engaging and educating the local community and should receive the support of the facility management team.

15.32 Maintenance of the Centre is expected to be performed in a proactive manner with damage checks being carried out systematically by Staff via weekly checks, monthly SHE inspection, annual portable appliance testing, (PAT) and other appropriate scheduled checks. A record of required maintenance and completion against that record should be maintained by the CELO. Re-decoration and updating of the visitor centre facility, for example, will be included in part of the annual life-cycle costs of the facility. Updating the content of visitor centre material is expected to be conducted in line with the Communications Strategy as set out in Schedule 36 (Communications Strategy).

Community Liaison Activities

15.33 Information regarding the Contractor's approach to communications including community liaison can be found in Schedule 36 (Communications Strategy).

16 SECTION 16. COMPLAINTS PROCEDURE

Customer Service and General Complaints

16.1 The Contractor will endeavour to agree with the Councils a method for reporting all enquiries and complaints about the Contractor's Service at the Facilities, whether this is to be directly to the Contractor, or via a customer service desk of the Councils.

16.2 The Contractor will publicise a single local rate and free phone telephone number for customers and stakeholders to ring with their enquiries or complaints.

16.3 During normal office hours, it is intended that calls will be answered and dealt with by the Contractor's on-site administrators. For emergency incidents or other urgent enquiries, the designated person for the Facilities, should be contactable via telephone twenty four (24) hours a Day, seven (7) Days a week to deal with urgent enquiries or Emergencies.

16.4 Upon receipt of the complaint, it is proposed that the complaint will be logged on the complaints sheets register held within the IMS, which will detail the:

16.4.1 complaint reference number;

16.4.2 details of the complaint;

16.4.3 contact details of the complainant where given; and

16.4.4 person responsible actioning the complaint and action to be taken.

16.5 The Contractor's administrators should send an acknowledgement of the complaint (emails within one (1) Business Day, letters within three (3) Business Days). A copy of the acknowledgement reply should be sent to the Councils.

16.6 It is expected that the Contractor will assign a member of staff to investigate the complaint to enable a written reply to be provided to the complainant within ten (10) Business Days of the receipt of the complaint (as per the complaints logged date).

16.7 The Contractor intends to use reasonable endeavours to ensure that communications (which will include letters and emails) to the public are:

16.7.1 accurate;

16.7.2 honest;

16.7.3 clear and concise;

16.7.4 suitable for the intended audience;

16.7.5 courteous;

16.7.6 to the point; and that they

16.7.7 address the issue.

16.8 All letters should identify the full name, job title and contact details of the author.

16.9 If the complainant is still not satisfied with the response or the complaint has not been resolved the complaint should be escalated to senior management.

16.10 A review of the complaints register should form part of the Monthly Service Report. Appropriate remedial action should be implemented as necessary.

17 SECTION 17. MANAGEMENT INFORMATION SYSTEMS

17.1 **[REDACTED]**

17.2 **[REDACTED]**

17.3 **[REDACTED]**

17.4 **[REDACTED]**

17.5 **[REDACTED]**

Performance Monitoring Data

17.6 Performance levels are expected to be continually measured and monitored throughout the Contract Period to ensure good functionality of the ITS Facility is maintained. All performance testing is intended to ensure that all assets are performing to the required levels.

17.7 Bespoke reports should be produced as required such as:

17.7.1 weekly/monthly reviews of maintenance (for the Councils, the Consortiums management and team meetings);

17.7.2 Performance Standards;

17.7.3 stock control (what spare parts need recording and how often);

17.7.4 cost analysis (scope exists for detailing parts costs, labour hours, run times, down times and meter readings).

17.8 Performance reporting should be submitted to the Councils on a monthly basis as part of the Monthly Service Report.

[REDACTED]

17.9 **[REDACTED]**

17.10 **[REDACTED]**

Reporting of Performance Standard Failures

17.11 The Monthly Service Report should detail all performance monitoring data in accordance with the performance mechanism. Performance will be measured and reported against each of the Performance Standards.

17.12 **[REDACTED]**

Details of any RIDDOR Failures

17.13 The Contractor the SHE department supports all the Contractor' operations in reporting RIDDOR incidents. The ITSAD Facility operations manager is responsible for all health and safety management at both Facilities in the event of a RIDDOR incident occurring, it is intended that the operations manager or his/her deputy be responsible for managing the incident and then, with the support of the SHE department, managing the subsequent investigation in accordance with the Contractor's procedures.

17.14 Incidents falling under the RIDDOR reporting requirements are clear. Site management and supervisors are trained to identify RIDDOR incidents and implement the Contractor reporting procedures.

17.15 In accordance with the RIDDOR reporting procedure, once the RIDDOR has been identified the operations manager (or his deputy) should inform the SHE department, their line manager and the Health and Safety Executive (HSE) as required depending on the nature of the incident.

17.16 This should then followed by an initial investigation capturing basic information which must be completed within seventy two (72) hours of the incident. Following the initial investigation if required a more detailed investigation will be carried out.

17.17 Following a RIDDOR incident and the investigations outlined above, the incident should be referred to the Contractor incident review committee

17.18 The committee meets six (6) times per Year. Operations managers who have had a RIDDOR incident at their Site will be required to attend the review committee, possibly accompanied by the Site safety representative, to present the findings of the incident investigate.

17.19 All RIDDOR incidents should be reported to the Councils in the Monthly Service Reports

Councils Access to the Contractor's IMS, and Integration with Councils Systems

17.20 All contract documents contained within the IMS are intended to be published on the Contractor's intranet which will ensure robust version control and up-to-date approved documents. The Contractor will endeavour to provide password protected access to the Contractor intranet to a selected number of the Councils staff who will then be permitted to access only those documents relating to the Contract. It is anticipated that full training and testing of the ITSAD Facility will be provided by the Contractor during the Commissioning Period of the Project.

17.20.1 Access to the IMS will be provided via an internet connection into two distinct areas including internet access for the Councils:

17.20.2 Contract documents, service delivery plans, audit reports

17.20.3 Weighbridge data reports

17.21 The IMS that the Contractor intends to develop for the Councils is expected to be a dynamic system which will evolve throughout the Contract Period. The Contractor will aim to continually refine and develop it to meet the Councils' changing needs and the Contractor's own operational and management needs thereby helping to deliver improved Service throughout the Contract Period. Regular bulletins should be issued to both the Councils' and the Contractor staff advising them of new and revised documentation.

17.22 It is anticipated that a suite of work instructions, procedures, risk assessments, and policies will be developed to cover all aspects of the Contractor's solution.

17.23 The Contractor shall ensure that changing legislative requirements and standards are regularly reviewed and where necessary the Councils' IMS is updated and improved to reflect any such changes.

[REDACTED]

17.24 **[REDACTED]**

17.25 **[REDACTED]**

17.26 **[REDACTED]**

Figure 12 Typical IMS Failure Scenarios

IMS Failure Type	Intended recovery strategy	Intended timescales
Site based PC failure	Live data is immediately backed up to either Site or regional servers. The Contractor IT department holds a stock of PCs ready for immediate deployment into operations. These PCs are configured for immediate use on the Contractor network Once the new PC is installed data access can be provided via the servers.	The nature of the Contractor network is such that any PC on the network can access data from any networked location. Immediate access can, therefore, be provided from any other networked PC. 24 hours to deliver a new PC, during which time contingency capacity on other site PCs will be utilised to maintain business continuity. Access to information by a new PC is instant once it is connected to the network.
Site/regional server failure	Server data is backed up to the computer centre storage facility	24 hours to provide routing to an alternative server. 24 hours to deliver a new

IMS Failure Type	Intended recovery strategy	Intended timescales
	on a daily basis. The Contractor IT department has contingency provision for alternative server usage or can provide new servers to replace the failed units.	server and up to 24 hours to install and configure the new server.
Data centre failure	Two (2) back up versions of the Contractor data are made and are stored in physically separate locations. The data is backed up daily. Following catastrophic failure at the data centre all but the most recent data can be restored.	Up to forty eight (48) hours depending on the nature of the failure.

17.27 The Contractor recognises that if an IMS failure does occur, information will be lost to the system for the duration of the failure. The Contractor will endeavour to implement the recovery strategies summarised above as a matter of priority so as to minimise the loss of data. During periods of IT failure, the Contractor's staff are expected to keep paper records of as much key management data as possible, so it may be retrospectively entered onto the IMS as soon as possible and in any case within seven (7) Days.

17.28 Following a period of failure once systems are restored, the Contractor will aim to ensure that any manually recorded information is back-entered onto the system as soon as is practicable. This will allow a continuous electronic record of all transactions to be kept regardless of any outages. Data should be entered carefully and cross-checked for accuracy. Restored files should be checked for accuracy and confirmed that a continuous data record exists post a failure of the management information system.

List of documents to be stored on the electronic filing system

17.29 The following are proposed to be placed on the IMS:

17.29.1 all contract documentation including the Contract, payment mechanisms, performance mechanisms, all method statements and the Service Delivery Plan;

17.29.2 Site permits, consents and planning permissions;

17.29.3 Annual Service Report;

17.29.4 Monthly Service Report;

17.29.5 BOXI weighbridge reports;

17.29.6 all operational procedures relating to the Facilities;

17.29.7 operational risk assessments;

17.29.8 operating manuals for Site equipment;

17.29.9 all audit documents relating to the Facilities;

17.29.10 management systems audits;

17.29.11 health and safety audits; and

17.29.12 British Standards Institute audits.

Performance Plan Details

17.30 The IMS will include a database spreadsheet for recording performance against Schedule 5 (Performance and Monitoring) of the Contract.

17.31 Schedule 5 (Performance and Monitoring) lists the agreed Performance Standards. These Performance Standards will be monitored monthly or as indicated in the Schedules (Performance and Monitoring). Performance will be measured and reported against each of the Performance Standards for the Contract. The Contractor will evaluate these reports, to promote and implement continuous improvement in all aspects of the Contract. The Contractor is committed to continual improvement.

17.32 This process will provide benchmark data against which the Contractor management team will be expected to review and deliver continuous improvements to the Service. The Contractor will endeavour to work closely with the Councils to set goals and targets on a continual basis, which will promote improved performance and efficiency

and help the Councils to fulfil their Best Value Duty in accordance with the aspirations of their National Indicators (NI) and Local Area Agreement (LAA) targets. The Liaison Committee, consisting of representatives from the Councils and the Contractor, shall aim to review the information and outputs from meetings undertaken to set continuous improvement targets in accordance with the principles of Best Value, which will be referred to in the Annual Service Plan.

17.33 It is anticipated that the Contractor's performance will be continually monitored and reviewed to ensure a high level of service is maintained. In addition to being incentivised by the Performance Standards, the Contractor is already incentivised to provide a high quality, continuously improving service, as this will result in higher profits and lower operating costs.

17.34 The Contractor will embed the principle of continuous improvement in an Annual Service Plan.

17.35 The Annual Service Plan should include:

17.35.1 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; and

17.35.2 the Contractor's proposals for measuring the improvement to the Services by means of appropriate performance indicators.

17.36 Any proposals for improvements to the Services should be included in an update to the Service Delivery Plan provided by the Annual Service Plan.

Supporting the Councils with collection and reporting of data

17.37 It is expected that the Contractor will provide a monthly performance report as part of its overall Monthly Service Reports and will include complete and accurate records of the availability of the Services provided to the Councils. Performance will be measured and reported against each of the Performance Standards developed and agreed with the Councils as part of the Contract.

17.38 The following information should be recorded:

Performance Standard Failures

17.39 In respect of each Performance Standard Failure:

17.39.1 the Performance Standard Failure monitored by the Contractor or brought to the attention of the Contractor by the Councils;

17.39.2 whether the Performance Standard Failure was a repeated failure;

17.39.3 an explanation as to why the Performance Standard Failure occurred;

17.39.4 the time and date at which action was initiated to effect rectification of the Performance Standard Failure;

17.39.5 the actions undertaken to rectify the Performance Standard Failure and the outcome of those actions;

17.39.6 the time and date at which rectification had been effected;

17.39.7 in respect to each Contract Month, the total monthly Performance Points allocated for each Performance Standard Failure; and

17.39.8 in respect of each Contract Month, the total Performance Points allocation in aggregate for the Contract Year to date.

Waste Composition Audits

17.40 To assist the Councils in assessing the performance of their collection and recycling services, it is anticipated that the Contractor will undertake two (2) residual waste composition audits per Year. These surveys will sample small volumes of the incoming waste stream and provide a summary of the composition of the samples. Each survey will take place at a different time to provide a basic seasonal comparison.

17.41 The Contractor will communicate the results of the residual waste composition audits in a Waste Composition Report.

Information required for Council Public Relations and RIDDOR

17.42 It is expected that the CELO will be responsible for collating all information relevant to public relations. In particular all community liaison group meetings should have agendas and minutes recorded in the relevant section of the IMS. All complaints received by members of the public/and or Councils should be recorded on an electronic database within the IMS and should interface with the Councils' own Councils' Policies as described in Schedule 27 (Councils Policies).

17.43 The CELO will endeavour to ensure all relevant information is included in the Monthly Service Report and the Annual Service Report. It is expected that the CELO will also be responsible for carrying out regular reviews of the procedures and Work instructions associated with public relations and will produce an annual Communications Stategy as described in Schedule 36 (Communication's Strategy) in collaboration with the Councils' staff.

18 SECTION 18. MONTHLY SERVICE REPORT

Contents

18.1 The Contractor shall provide a Monthly Service Report and accompanying invoice in accordance with the requirements of Clause 56.2.2 of the Contract.

18.2 The Contractor will aim to collect and maintain contract performance data and records, which shall be made available to the Councils to enable them to discharge their duty to report performance. The Contractor shall use the data as the basis for the review of its processes and procedures, working with the Councils to formulate action plans to recover non-conformance and, by learning from experience, to secure improved performance Year on Year.

18.3 The Contractor will provide a Monthly Service Report to the Councils in electronic form and hard copy.

18.4 The Contractor will endeavour to provide the Councils' staff with password protected access to the IMS which should contain all the relevant reports and data. This is intended to ensure that the Contractor is able to provide the Councils with any written requests for evidence verifying the information contained within the Annual Service Report. This is expected to be available to the Councils within five (5) Business Days and also to be available for external auditing purposes.

18.5 The Contractor envisages each Monthly Service Report comprising of three (3) distinct sections as detailed below:

18.5.1 Monthly waste data report

18.5.2 Monthly performance report

18.5.3 Monthly operational report

Monthly ***Waste Data Report***

18.6 The monthly waste data report is intended to be based on data captured by the TIM and reported to the IMS in respect of each Contract Month. The contents are expected to include but are not limited to:

18.6.1 separate records of the tonnages of Contract Waste accepted by the Contractor, broken down by material, including:

(a) the tonnage of Contract Waste delivered by each Council at each Site;

(b) the tonnage of Contract Waste delivered from each HWRC Site;

(c) the tonnage of any potential Non-Conforming Waste delivered to each Site;

(d) the tonnage of Non-Contract Waste delivered to the Sites, broken down by customer;

18.6.2 separate records of the tonnages of waste Recycled, Recovered and/or sent to Landfill by the Contractor including:

(a) the tonnage of Contract Waste which is Recycled;

(b) the tonnage of Bio Compost manufactured;

(c) the tonnage of SRF sent to the SRF Offtake Facility;

(d) the tonnage of Contract Waste which is treated at the ITSAD Facility once operational;

(e) the tonnage of Contract Waste which is Landfilled, broken down by material type (Contract Waste category);

(f) the actual Recycling performance achieved;

(g) the actual MSW diversion performance achieved;

(h) power generated via the AD Facility;

(i) actual monthly performance against the Landfill Diversion Target;

(j) as appropriate copies of returns the Contractor provides to the Environment Agency and other statutory bodies regarding the operation of the Facilities and Landfill operations and to HM Customs and Excise regarding Landfill Tax and other environmental taxes will be provided to the Councils;

(k) any other information reasonably requested by the Councils; and

(l) copies of inspection reports from the Environment Agency for the Facilities.

18.7 The Contractor will also keep any additional records that might reasonably be requested by the Environment Agency or other statutory body.

Monthly Performance Report

18.8 In respect of each Performance Standard Failure the contents are expected to include but not be limited to:

18.8.1 the Performance Standard Failure monitored by the Contractor or brought to the attention of the Contractor by the Councils;

18.8.2 whether the Performance Standard Failure was a repeated failure;

18.8.3 an explanation as to why the Performance Standard Failure occurred;

18.8.4 the time and date at which action was initiated to effect rectification of the Performance Standard Failure;

18.8.5 the actions undertaken to rectify the Performance Standard Failure and the outcome of those actions;

18.8.6 the time and date at which rectification had been effected; and

18.8.7 in respect to each Contract Month, the total monthly Performance Points and, if applicable, Performance Deductions allocated for each Performance Standard Failure.

Monthly Operational Report

18.9 Each monthly operational report is expected to include information on the operation of the Service in respect of the Contract Month to which the report relates and, where appropriate, in respect of the Contract Year to date. The contents are likely to include but not be limited to:

18.9.1 health, safety and welfare incidents and reports to include RIDDOR;

18.9.2 data and information required for the purpose of determining the Unitary Charge in accordance with the Payment Mechanism;

18.9.3 details of any breaches of legislation or Necessary Consents, including mitigating actions implemented;

18.9.4 incidences of Quality Management Systems non-compliances;

18.9.5 incidences of Environmental Management System non-compliances;

18.9.6 incidences of plant, vehicle and equipment failures and other issues effecting the provision of the Service in accordance with the Service Delivery Plans;

18.9.7 details of any complaints received by member of the public and/or Councils;

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

18.10.1 whether it was in breach of any regulatory requirement and how compliance was regained;

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

18.10.3 the location of the incident;

18.10.4 the time and date at which action was initiated to remedy the incident;

18.10.5 the time and date at which the incident was remedied; and

18.10.6 whether the incident resulted in a Performance Standard Failure or Unavailability event, and where this is the case appropriate reference to the performance and unavailability monitoring reports.

19 SECTION 19. ANNUAL SERVICE REPORT

Contents

19.1 The Annual Service Report is a strategic report reviewing the Year's Service Performance, identifying long-term trends and a tool to assist in the planning of the future service delivery. The Monthly Service Reports will form the basis for the Annual Service Report. The Annual Service Report will be approved by the Liaison Committee, consisting of representatives from the Councils and the Contractor, at its annual review meeting. The Liaison Committee will sign-off the performance for the current Contract Year against the targets set out in the Contract, and approve the Annual Service Plan that will ensure Performance Standards have been met.

19.2 As a minimum, the Annual Service Report will contain the following:

19.2.1 the Operations director report;

19.2.2 introduction to the Service;

(a) management board membership;

(b) management board structure;

(c) strategy for Year ahead;

19.2.3 financial report;

19.2.4 a copy of statutory audited management accounts;

19.2.5 review of Performance Standards;

19.2.6 a separate report on any Performance Standard Failures against the Contract;

19.2.7 an Annual Service Plan;

19.2.8 sustainability Report;

19.2.9 a Community Liaison Plan;

19.2.10 a SHE report; and

19.2.11 a corporate social responsibility report.

20 SECTION 20. QUALITY MANAGEMENT SYSTEMS

Overview

20.1 It is intended that the Contractor's IMS will include a Quality Management System, designed to provide compliance to relevant legislation, customer satisfaction, and continuous improvement of activities and processes. The Contractor shall achieve ISO:9001 accreditation no later than nine (9) Months after Service Commencement. This will be following an independent external audit carried out by the British Standards Institution (BSI).

20.2 The Contractor will endeavour to provide assurance of quality to the Councils and to fulfil:

20.2.1 the Councils' quality requirements;

20.2.2 applicable regulatory requirements, while aiming to;

20.2.3 enhance customer satisfaction; and

20.2.4 achieve continual improvement of its performance in pursuit of these objectives.

20.3 The ISO 9001 quality management system will assist the Contractor's to demonstrate to the Councils its ability to consistently provide a service that enhances performance and meets applicable statutory and regulatory requirements.

20.4 The system shall be fully documented and to comprise of a management plan which will include a series of relevant local documents such as licenses, permits, permissions, discharge consents, procedures, risk assessments, working plans etc. The management plan should also contain company policies, standards, procedures, guidance/advice notes, reference and training documents and legal documents.

20.5 The Quality Management System is expected to support the internal programme of continual assessment and improvement and to develop both environmental and health and Safety policies and management systems. The Contractor shall aim to registered achieve ISO 14001 accreditation Environmental Management Systems standard no later than nine (9) Months after Service Commencement.

[REDACTED]

20.6 **[REDACTED]**

Figure 13 [REDACTED]

[REDACTED]

Internal/External Auditing

20.7 Monitoring of adherence to the system is intended to be carried out in a range of ways and at various levels in the organisation, including;

20.7.1 line management review (from individual performance review through to senior management review);

20.7.2 internal inspection (carried out by staff with responsibilities for the areas inspected);

20.7.3 independent inspection (carried out by support departments);

20.7.4 systems audit (carried out by the management systems department);

20.7.5 external audit (carried out by an appropriate body such as British Standards Institution) (BSI);

20.7.6 Performance monitoring and reporting (Performance Standards are monitored and reported at frequencies determined either by the Contractor or by bodies such as the Liaison Committee as described in Schedule 34 (Liaison Procedure)).

21 SECTION 21. ENVIRONMENTAL MANAGEMENT SYSTEMS

Overview

21.1 The Contractor will aim to achieve best practice environmental performance and continuous improvement at the Facilities and throughout the Contract period aided by the implementation of an Environmental Management System as part of its IMS.

21.2 The Contractor's central management systems department contains a safety, health and environment team and it is anticipated that it will employ its extensive experience and procedures to endeavour to ensure that the Contractor's Representative develops site specific systems for the ITSAD Facility. It is anticipated that an ISO 14001 certified

Environmental Management System will be in place within nine (9) Months from Service Commencement. Environmental Management System development for the Site (Bolton Road) is likely to involve the following key milestones:

21.2.1 project commencement;

21.2.2 gap analysis completed;

21.2.3 environmental aspects and impacts defined;

21.2.4 environmental policy accepted;

21.2.5 environmental manual drafted;

21.2.6 initial implementation;

21.2.7 internal audits;

21.2.8 management review;

21.2.9 certification self assessment;

21.2.10 certification audit; and

21.2.11 certification received.

Work Plan for Environmental Management System development

21.3 The following section provides details of the tasks the Contractor will endeavour to undertake to ensure compliance with ISO 14001. These will form the basis of an Environmental Management System work plan.

Task 1 Gap Analysis / Initial Review

21.4 The Contract manager under the guidance of the Contractor's SHE department facilitator will undertake the gap analysis to identify variances between the Operating Sub-Contractors' Environmental Management System elements and the specific needs of the Facility.

21.5 The gap analysis consists of an opening meeting, a document review, an operational review, and a closing meeting. The Contractor's gap analysis is expected to evaluate against the requirements of ISO 14001 the conformance, gaps and opportunities for

improvement of any existing Environmental Management System and the Operating Sub-Contractors' specific environmental management standards.

21.6 The Contractor's approach involves requesting relevant information from the Facility for the purposes of conducting a desktop review. This is an efficient means of determining the extent to which the required elements of an ISO 14001 standard environmental management system are developed in practice at other facilities operated by the Operating Sub-Contractor at its other operational facilities across the UK.

21.7 The Contractor's gap analysis approach focuses on the review and assessment of the following areas:

21.7.1 the environmental policy, its communication, understanding and its appropriateness to the organisation;

21.7.2 the environmental aspects identified and how the environmental impacts of significance are determined and prioritised;

21.7.3 the methods used to identify and monitor any relevant legislative and regulatory requirements;

21.7.4 the setting and prioritisation of appropriate environmental objectives and targets;

21.7.5 the organisational structure, resources and programs required to implement the policy and achieve the objectives and targets;

21.7.6 the awareness and training of personnel in the environmental policy, objectives, targets and the aspects over which they have influence;

21.7.7 the planning, control, monitoring, corrective action, auditing and review activities to ensure that the policy is complied with and the Environmental Management System remains appropriate; and

21.7.8 the capabilities of the organisation to adapt to changing circumstances, including how Environmental Management System audits and management reviews are being conducted.

Task 2 Compliance Review and Environmental Aspect and Impact List

21.8 The next step will be to review Site operations with respect to applicable environmental legislation and regulations. This review allows for: an effective evaluation of the nature and scope of environmental aspects and impacts at the site; the types of environmental legislation that apply and the environmental priorities for the site. The audit is the most effective means for us to identify the site's ability, under the existing Environmental Management System, to manage the planning element of the ISO 14001 standard.

21.9 To facilitate the development of an environmental aspect and impact inventory, the Contractor proposes to develop a preliminary aspect and impact list.

Task 3 Implementation Roadmap

21.10 Based on the results of the Contractor's environmental gap analysis, it is intended that a specific work plan will be produced for developing the Contractor ISO 14001 standard environmental management system in a timely and efficient manner. The plan should clearly identify tasks, actions, responsibilities, and milestones.

Task 4 Training

21.11 The Environmental Management System can only function effectively if it is championed by site-based personnel who are trained, competent, and empowered. The Contractor proposes to use a facilitator in the ISO 14001 implementation process. The facilitator should be:

21.11.1 knowledgeable of the role as the ISO 14001 implementation champion; and

21.11.2 is adequately supported at key milestones in the implementation process.

21.12 The facilitator should work with the Contractor as required, supporting ISO 14001 implementation through regular meetings with the Environmental Management System implementation team. During these meetings, progress since the last meeting should be reviewed, problems encountered will be discussed, and tasks to be completed before the next meeting will be assigned.

Task 5 ISO 14001 Implementation Training

21.13 It is anticipated that an experienced trainer will also be deployed to develop and deliver ISO 14001 training to key members of the ISO 14001 implementation team. These key members are likely to include:

21.13.1 senior facility managers;

21.13.2 shift supervisors;

21.13.3 the ISO 14001 "implementation champion"; and

21.13.4 environmental, health and safety, and quality managers and co-ordinators (these will be nominated in line with the ISO requirements).

21.14 The training is intended to provide an overview of the results of the gap analysis and the ISO 14001 implementation plan. It also should cover the essential elements of ISO 14001 and other relevant ISO 14000-series standards as well as provide personnel with the understanding they require to progress ISO implementation. Expectations for internal and external registration audits are likely to be covered.

Task 6 Development of Procedures and Work Instructions

21.15 The ISO 14001 standard requires that an organisation describes its management system through procedures and work instructions. The Contractor through the Contractor's SHE team has developed extensive procedures and work instructions developed in formats that are compatible with ISO 14001. The Contractor has the full support of the Contractor's SHE team to advice on the development of the Site specific documentation.

Task 7 Certification

21.16 The certification process will be carried out by an independent audit of the Environmental Management System by the British Standards Institute (BSI). The certification process involves an initial audit of the Environmental Management System; a response to the findings of the BSI report and a final audit to demonstrate the Environmental Management System is compliant to the standard. It is anticipated that the initial certification of the Environmental Management System will occur prior to the site beginning operations and that a second certification will occur following one (1) Year of operation, when the Facility can document that the Environmental Management System is being followed.

Suggested accreditation Timetable

21.17 Figure 14 shows the approach that it is anticipated will be taken.

Figure 14 BDR PFI ISO14001 Accreditation Timetable

Item	Intended task	Intended timescale	Comments
1	Service Commencement	Planned Service Commencement Date	
2	Issued the Contractor's management systems documents and carried out training/induction.	1 – 2 Months	Basic induction and identification of nominated managers to be responsible for the Contractor' Environmental Management System.
3	Carry out environmental reviews at the Facilities	4 – 6 Months	the Contractor's Environmental Management System team carried out all initial reviews of the Facilities.
4	Compile improvement programs from findings of environmental reviews	6 – 7 Months	From the reviews carried out in Item 3 a summary improvement program was produced.
5	Carry out internal audit of all Facilities	10 – 12 Months	Second round of internal audits.
6	Carry out internal audit of the Contractor	12 Months	
7	BSI pre audit assessment	13 Months	BSI is the Contractor's chosen assessor for IOS accreditation.
8	Full BSI assessment	15 Months	

Item	Intended task	Intended timescale	Comments
	visit – accreditation achieved		

21.18 The Contractor will conduct audits of the Environmental Management System as required by the ISO 14001 standard. This should cover the Operating Sub-Contractor only. It is anticipated that the overall approach will be to conduct:

21.18.1 internal Environmental Management System audits once per Year;

21.18.2 internal environmental compliance audits, once per Year for the first three (3) Years of operation and then every other Year;

21.18.3 management reviews as required by the 14001 standard, will take place annually; and

21.18.4 audits by the external certification auditor every three (3) Years, in accordance with the standard.

21.19 All audit results should be reviewed by the operations manager and corrective actions should be taken and documented in accordance with the standard.

22 SECTION 22. CONTINGENCY PLAN

Introduction

22.1 The main aim for this Contingency Plan as described below is to detail how the Contractor shall ensure continuity of Service during the Contract Period and to reassure the Councils of the flexibility within the solution that will deal with a wide range of unexpected circumstances.

22.2 The Contingency Plan sets out a series of pre-determined steps that shall be taken in the event of Unavailability of the Facilities:

22.2.1 In the event warrants it, the Contractor and the Councils will jointly agree to implement the Contingency Plan.

22.2.2 The Contractor will provide the Councils with the following details in the Contingency Plan:

(a) details of the Facility or aspect of the Service affected and impact upon the Councils operations, if any;

(b) expected duration of the event, if known at this stage

(c) proposals to rectify the Unavailability, if known at this stage;

(d) contingency arrangements which will be put in place during the Unavailability;

(e) impact on performance;

(f) estimated duration of Unavailability.

22.2.3 the Contractor will notify the Councils as soon as is reasonably practicable once the Unavailability event ends by phone followed up by written electronic confirmation.

Contingency Plan Review

22.3 The Contractor shall consult on the Contingency Plan with Councils officers to ensure that they agree with the contingency arrangements.

22.4 The Contingency Plan will be reviewed on an annual basis by the Contractor in close liaison with the Councils' Representative.

22.5 The Contractor shall submit a revised Contingency Plan within four (4) weeks of the start of each Contract Year. The Contractor expects that the Councils will respond on the revised Contingency Plan within two (2) weeks of receiving it. This leaves the Contractor a further two (2) weeks to endeavour to finalise the Contingency Plan taking into account any comments of the Councils.

[REDACTED]

22.6 **[REDACTED]**

[REDACTED]

[REDACTED]

22.7 **[REDACTED]**

Figure 15 [REDACTED]

[REDACTED]

[REDACTED]

22.8 **[REDACTED]**

22.9 **[REDACTED]**

22.10 Where Planned Maintenance requires one of the weighbridges to be taken out of service during normal operating hours, for example, for calibration by trading standards, the second and third weighbridge should be used to ensure continuity of data recording. In the event of having to use the second or third weighbridges, it is anticipated that traffic marshals will manage the queuing areas to ensure that Authorised Vehicles are marshalled safely and efficiently through the second and third weighbridge.

22.11 The ITSAD Facility is expected to be capable of operating on one (1) weighbridge for short periods enabling repairs to the failed weighbridge(s) to be effected.

22.12 Contingency procedures in the event of failure of one (1) or more of the weighbridges are envisaged to include:

22.12.1 use of stored tare weights for Authorised Vehicles ensuring a rapid turnaround and reducing the number of transactions on the remaining weighbridge;

22.12.2 use of manual tickets to record data for later manual input to the TIM system.

22.12.3 use of average vehicle weights for receipt of wastes (to be agreed with the Councils and the Environment Agency);

22.13 Where manual tickets are used following weighbridge failures the same level of information provided on the automatic ticket system shall be provided on the manual ticket.

22.14 The use of manual tickets shall be avoided wherever possible, but where it is required the manual tickets shall be entered onto the TIM system as soon as reasonably practicable.

22.15 Periods when manual tickets are produced shall be recorded as a weighbridge system non-conformance, which shall be reported to the Contractor's senior management. It is proposed that specific weighbridge training for Site staff will be provided to ensure that procedures and contingency arrangements are clear for periods when manual tickets are required to be used.

22.16 A standby generator is expected to be provided on the Site (Bolton Road) to provide sufficient power to run the fans in the biodrying hall and enough control systems to prevent waste in the biodrying halls from becoming anaerobic during prolonged power loss and should provide sufficient power to operate one of the weighbridges so that manual weights can be taken from the weighbridge weight indicator during short term power outages.

22.17 Where catastrophic failure of one or all of the weighbridges makes it likely that the weighbridges will be out of operation for a significant time, temporary facilities are expected to be brought to the site under the terms of the service contract with Avery Weigh-Tronix.

22.18 Any wastes arriving in articulated bulk vehicles at the Facilities should have a weighbridge ticket detailing the net weight of waste in the vehicle. Should all three (3) weighbridges at the ITSAD Facility fail then it is proposed that the net weight from the TLS Facility weighbridge ticket is used in the short term until the weighbridges are returned to full operations.

TLS Facility Weighbridge failure

22.19 At the TLS Facility there is a single weighbridge and so the following approaches are intended to be used by the Contractor.

Weighbridge Malfunction (not computer related)

22.20 The weighbridge operator shall immediately notify the accounting office and the shift supervisor. The shift supervisor will endeavour to contact the Councils and implement the Contingency Plan, weighbridge failure procedure.

22.21 The shift supervisor on duty should enter a work order into the computerised maintenance management system.

22.22 The maintenance manager shall notify a designated weighbridge contractor for unforeseen service.

22.23 The weighbridge operator shall endeavour to close the affected weighbridge immediately and redirect traffic to tip directly in the tipping area.

22.24 All waste delivered to the TLS Facility whilst the weighbridge is out of service is expected to be stored from any other waste separately so that it can be transferred and weighed in at the Site (Bolton Road).

22.25 In the event that the weighbridge cannot be fixed within 24 hours, then a replacement temporary weighbridge shall be hired from a local supplier or a weighbridge at an alternative location shall be utilised.

22.26 Weighbridge operatives shall be trained for contingency measures prior to Service Commencement.

Weighbridge Computer malfunction

22.27 The administrative office should contact Operating Sub-Contractor's IT department to diagnose the problem.

22.28 Operating Sub-Contractor's IT department will endeavour to dispatch appropriate technical person(s) to repair problem from the Contractor local support or its sub-contractor, Computacentre, within twenty four (24) hours.

22.29 If the problem is computer specific, it is likely that there will be other, non-operational computers available on site for temporary use.

22.30 If weight display is available, the weighbridge operator shall record weights and appropriate vehicle information and obtain signature from driver. This data shall be entered onto the IT system as soon as any technical issue is resolved.

22.31 The contingency procedures in the event of failure of one (1) two (2) or all three (3) of the weighbridges would include;

22.31.1 use of stored tare weights for vehicles ensuring a rapid turnaround and reducing the number of transactions on the remaining weighbridge;

22.31.2 use of manual tickets to record data for later manual input to the TIM system; and

22.31.3 Use of average vehicle weights for receipt of wastes (to be agreed with the Councils and the Environment Agency).

22.32 Should the IT system on the weighbridges fail a system of manual tickets shall be used. Each manual ticket shall have a unique reference number pre-printed onto it. When the manual ticket is subsequently entered onto the TIM system the manual ticket number shall be cross referenced to the system generated weighbridge ticket number, which shall provide for a complete audit trail from the manual ticket onto the TIM system.

22.33 The manual ticket system shall record all of the data required to meet both the legal and contractual requirements of the TIM system.

22.34 During failure of all weighbridges the following information shall still be recorded manually to be entered into the TIM system at a later time to ensure a complete electronic audit trail is maintained:

22.34.1 date;

22.34.2 time weighed in;

22.34.3 time weighed out;

22.34.4 origin of the waste (for example, district council, round number, site name);

22.34.5 unique weighbridge ticket number;

22.34.6 receiving site name and licence number;

22.34.7 waste description;

22.34.8 European waste code;

22.34.9 vehicle registration number;

22.34.10 driver's reference;

22.34.11 transfer note number (where provided);

22.34.12 gross vehicle weight from stored tare / average gross ;

22.34.13 vehicle tare weight from stored tare;

22.34.14 net weight of waste received; and

22.34.15 drivers name and signature.

22.35 Weighbridge monitoring and recording should continue under contingency circumstances and it is anticipated that Authorised Vehicles will be received, tipped, and weighed to ensure continuity of operations at all times.

Unplanned Maintenance

22.36 The Contractor will endeavour to limit the risk of calling on contingency arrangements through continuous and rigorous process monitoring, and proactive and continuous planned maintenance. This will apply to both Facilities.

[REDACTED]

22.37 **[REDACTED]**

[REDACTED]

22.38 **[REDACTED]**

22.39 **[REDACTED]**.

[REDACTED]

22.40 **[REDACTED]**

[REDACTED]

22.41 **[REDACTED]**

[REDACTED]

22.42 **[REDACTED]**

22.43 **[REDACTED]**

22.44 **[REDACTED]**

22.45 **[REDACTED]**

22.46 **[REDACTED]**

[REDACTED]

22.47 **[REDACTED]**

[REDACTED]

22.48 **[REDACTED]**

[REDACTED]

22.49 **[REDACTED]**

22.50 **[REDACTED]**

[REDACTED]

22.51 **[REDACTED]**

22.52 **[REDACTED]**

[REDACTED]

22.53 **[REDACTED]**

[REDACTED]

22.54 **[REDACTED]**

22.55 **[REDACTED]**

22.56 For major items of equipment for which there could be considerable delay for replacement, it is anticipated that inventory items will be held at the Site (Bolton Road), thereby providing contingency to all operating facilities.

22.57 In most cases, if a minor breakdown occurs the onsite storage areas can be used to stockpile waste until a repair is carried out.

Mobile plant

22.58 In the case of mobile plant failure, the Contractor has existing lease arrangements with plant suppliers such as JCB. It is intended that similar lease arrangements will be put in place and used for the duration of the Contract for supply, typically, within twenty four

(24) hours of request. The type of mobile plant on each of the Sites (loading shovels, fork lift trucks and road sweepers) should be immediately available as short term hire items (with twenty four (24) hours call off) from hire companies currently on the Contractor's approved supplier list.

Transport

22.59 The Contractor intends to sub-contract out all haulage activities associated with the transport of;

22.59.1 bulked waste from the TLS Facility to the ITSAD Facility;

22.59.2 the removal of SRF from the ITS Facility to the SRF Offtake Facility;

22.59.3 the removal of products from the ITSAD Facility to reprocessors and Residues to Landfill.

22.60 With reference to transport contingency measures, the Contractor's haulage sub-contractor shall be required to guarantee that;

22.60.1 in the event of a vehicle breakdown affected vehicles will be repaired or replaced within four (4) hours to prevent disruption to the Services; and

22.60.2 in the event of driver related haulage service outages, replacement drivers will be provided within four (4) hours to prevent disruption to the Services.

22.61 The Contractor will articulate these contingency measures in a Traffic Management Plan which shall be updated as necessary throughout the Contract Period.

Scheduled Closure and Planned Maintenance

22.62 The Contractor shall prepare a detailed timetable for scheduled closures of the ITSAD Facility as part of facility maintenance and replacement plan developed a key document within the Contractor's operations management system.

22.63 It is expected that maintenance at the TLS Facility will be planned to occur outside Normal Opening Hours.

22.64 The ITSAD Facility shall be developed with a design life of thirty (30) Years.

22.65 A maintenance matrix for the ITSAD Facility should be drawn up based on the manufacturers' recommendations as part of the process plant design. This matrix

defines the period for inspections, planned maintenance, reactive maintenance, and life cycle replacement works, together with the nature of the works and how access to each item may be achieved.

22.66 Following completion of the maintenance matrix for each piece of plant within the ITSAD Facility, it is anticipated that a schedule of inspections planned maintenance reactive maintenance and life cycle replacement works will be known together with how access to each item may be achieved.

22.67 In addition to routine maintenance and inspections, it is expected that each ITS line will be closed for an eight (8) week period approximately every eight (8) Years. During schedule closures, the biodrying area will be emptied of waste and the floor void and leachate drainage system serviced along with replacement of biofilter media. This should be staggered to enable continual operation of the service. The Contractor will endeavour to increase the throughput on the remaining line over this period, which should lead to a reduction in the bio-drying residency time, increasing the moisture content of the SRF slightly.

Back Up Arrangements – Disposal of Wastes

22.68 In the unlikely case of the complete failure of the ITSAD Facility, the Contractor would look to make available spare capacity at the Contractor's existing and planned facilities available to treat the Councils' waste. If necessary, the Contractor would also look to use alternative processing or disposal facilities operated by third party operators.

22.69 The variable factors which will affect this decision making process are:

22.69.1 the proximity principle;

22.69.2 availability of the Contractor owned facilities;

22.69.3 likely duration of unavailability; and

22.69.4 capacity and availability at identified Contingency Delivery Points.

22.70 A number of potential alternative delivery points have been identified that could be utilised in exceptional circumstances where the TLS Facility is unavailable to receive waste. **[REDACTED]**. Six (6) Months prior to Planned Service Commencement date these contingency sites will be reviewed and the Contingency Plan updated reflecting changes in the local market and the capacity of third party offtaker.

Figure 16 [REDACTED]

[REDACTED]

Figure 17 [REDACTED]

[REDACTED]

22.71 Based on a review of the available contingent waste reception points, should the ITS Facility be unavailable to receive waste for any length of time, it is expected that the following Contingency Delivery Points could be utilised:

22.71.1 Barnsley – TLS Facility

22.71.2 Doncaster – Existing WTS/ TLS Facility

22.71.3 Rotherham – TLS Facility/Viridor Attercliffe Rd WTS

22.72 Should the TLS Facility be unavailable to receive waste for any length of time, it would be expected that Barnsley would deliver waste directly to **[REDACTED]**.

22.73 Should the ITS Facility be able to receive waste, but unable to process material, it is expected that Contract Waste delivered in a Refuse Collection Vehicle or similar would discharge its material in the tipping hall and then load from the floor of the tipping hall into articulated bulker vehicles using a high reach load all or loading shovel.

22.74 In the event that long distance haulage is required the Contractor has existing relationships with a number of haulage contractors. However, at all times, the Contractor shall ensure that Authorised Vehicles do not have to travel to contingency delivery points resulting in a greater than twenty five (25) additional round trip miles, unless with prior agreement from the Councils and it can be demonstrated that no other suitable nearer facility exists.

22.75 A key element of the Contingency Plan is the detail and location of alternative treatment capacities; locally, regionally and nationally. Contact numbers, addresses, technical specifications, spare capacity shall be listed, this information shall be kept up to date.

22.76 In the event of a requirement to secure alternative treatment capacity, it is anticipated that the Contractor's Representatives will contact the alternative facilities and secure the required tonnage, the details of the facility; tonnages, duration etc will then be included in the Contingency Plan. A number of companies have been identified that may be able to provide potential contingency for the Service either by producing an SRF for combustion at the Ferrybridge Facility (or alternative thermal treatment plant) or combustion of SRF:

22.76.1 Sterecycle (autoclave, fuel production for thermal combustion);

22.76.2 BioGen (Gasification/EfW combustion of SRF);

22.76.3 Waddingtons (Autoclave, fuel production for thermal combustion);

22.76.4 Covanta Energy (EfW, thermal combustion of SRF).

22.77 In the event of long term unavailability processing capacity will be sought at the ITSAD Facility, other local treatment facilities and other facilities coming on line across the region or ultimately to Landfill.

[REDACTED]

22.78 **[REDACTED]**

22.79 **[REDACTED]**

[REDACTED]

22.80 **[REDACTED]**

[REDACTED]

22.81 **[REDACTED]**

22.82 **[REDACTED]**

22.83 Once the affected Facility is operational again, the Councils shall be informed and the Authorised Vehicles directed to return to their normal discharge facility. The outline emergency plan should set out the contingency arrangements to ensure the continuous service to the Councils and an action plan to set out a programme to re-commence full service.

22.84 The Contingency Plan shall be reviewed on an annual basis to ensure alternative treatment capacity information is up to date.

TLS Facility

22.85 The Contingency Plan for the TLS Facility is similar to that described for the ITSAD Facility, particularly with regard to the following:

22.85.1 weighbridge failure;

22.85.2 weighbridge malfunction (not computer related);

22.85.3 weighbridge computer malfunction;

22.85.4 maintenance; and

22.85.5 mobile plant.

22.86 With regard to the mobile plant, where the mobile plant failed, if similar plant was available at the ITSAD Facility (e.g. a loading shovel) the Contractor would look to use this in the interim. In the unlikely event that access could not be gained to the TLS Facility, the Contractor would look to send the Authorised Vehicles directly to the ITSAD Facility. In the extreme event that neither Facility was available, the Contractor would be likely to send the Contract Waste to the next most suitable treatment facility or as a last resort to Landfill.

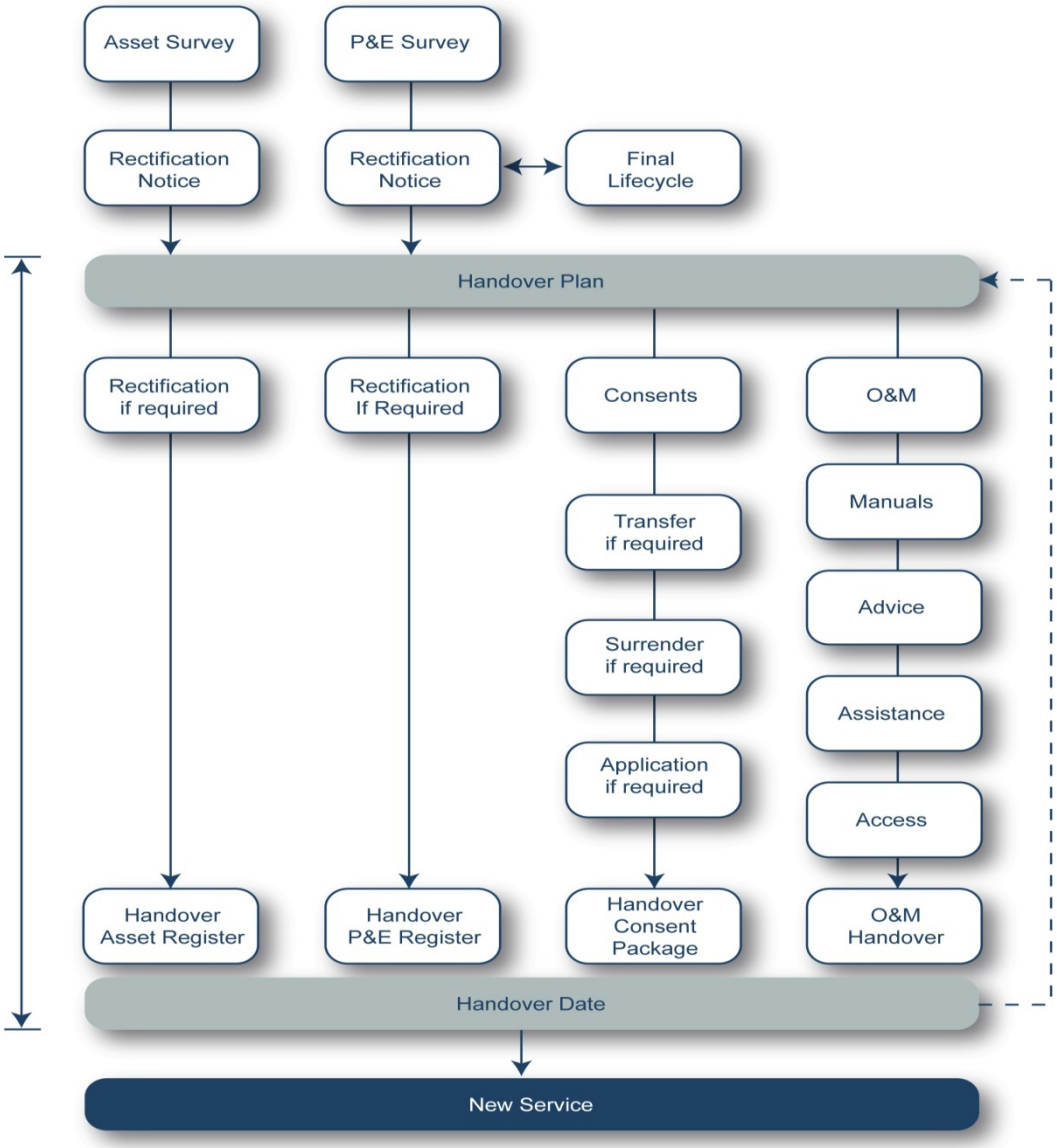
23 SECTION 23. HANDBACK PLAN

23.1 The Contractor recognises that one of the key roles and responsibilities will be to ensure that the plant is operated and maintained in accordance with the Contract to ensure its condition on the eventual handback of the plant to the prospective contractor who would assume its role in the plant at the end of the Contract Period. The Contractor is aware that at the time of plant handback, openness and transparency is critical to employee morale and satisfaction during what has the potential to be an uncomfortable and unsettling period.

23.2 The following outlines the key steps in the run up towards the expiry of the Contract Period. A high level exit schematic can be seen at Figure 18 which demonstrates the tasks which will be undertaken. A Handback Plan is provided. The Contractor would seek to develop a project document room which would allow prospective vendors to

review all relevant project documents in a timeframe and manner that supports a fair and reasonable due diligence process for all involved.

Figure 18 Typical Exit Plan Schematic



23.3 The Contractor will endeavour to agree a set of protocols and a timetable sixty (60) Months prior to the Expiry Date. This is intended to set out the detailed Handback Plan with the Councils to ensure a seamless transition, and should include but not be limited to protocols for:

23.3.1 communications;

23.3.2 scheduled meetings;

23.3.3 processes for Day to Day management;

23.3.4 asset management;

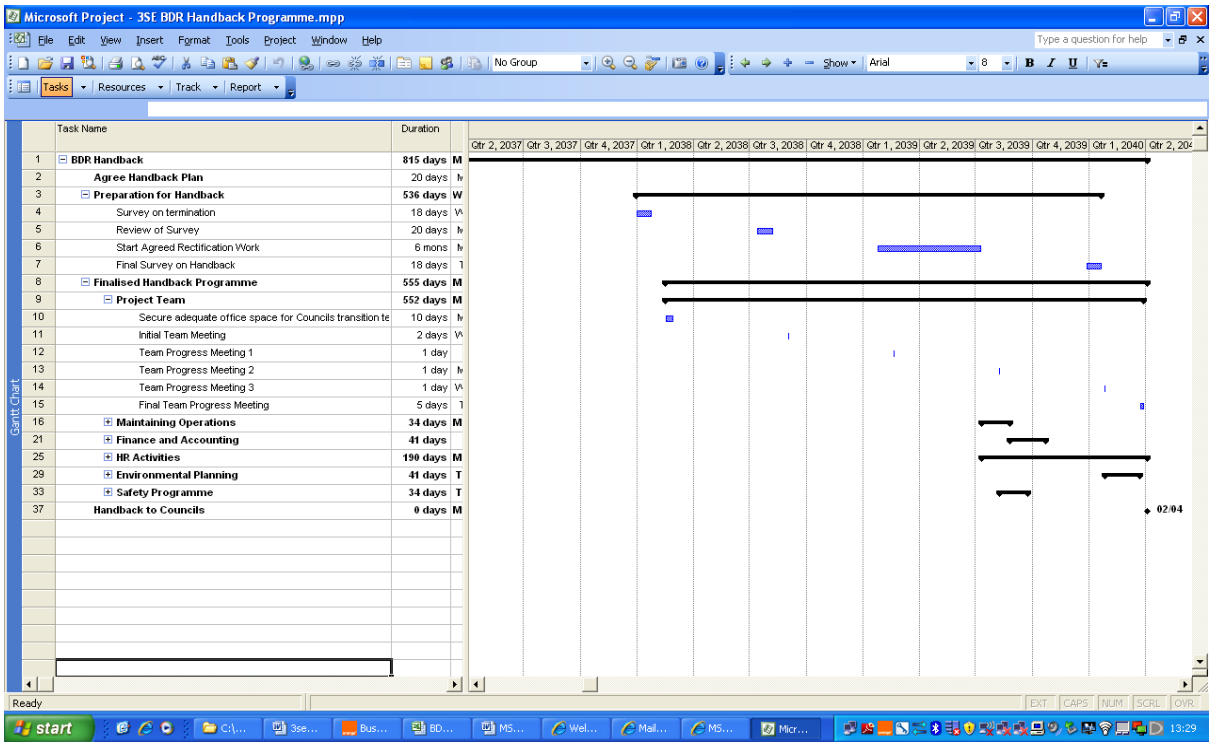
23.3.5 handback of licenses;

23.3.6 nominated managers for the new operator; and

23.3.7 access arrangements for the New Contractor.

23.4 The Gantt chart at Figure 190 sets out the timeline and key activities of the Handback Plan that should be carried out prior to the Expiry Date of the Contract. This is expected to commence with a detailed review five (5) Years (sixty (60) Months) prior to the Expiry Date and a final review twelve (12) Months prior to the Expiry Date.

Figure 19 Handback Plan Gantt Chart



23.5 The Contractor intends to use reasonable endeavours to assist the Councils and/or any New Contractor in the transfer of Service or Facilities during the twelve (12) Months prior to the Expiry Date.

23.6 At the start of the final twelve (12) Month period of the Contract the Councils and the Contractor will endeavour to prepare and finalise the Handback Plan. This plan will set out the key actions that will be taken in preparation for the transfer of Service responsibility and the associated timescales and this should be tracked through to completion.

23.7 During this twelve (12) Month period, a project team should be set up consisting of senior members of the Councils and the Contractor to oversee and agree the transition in accordance with the Handback Plan.

23.8 It is envisaged that an exit manager will be appointed to own the exit process and act as a liaison point with the Councils and incoming service provider to ensure alignment and continuity at the handback. The role profile for the exit manager is likely to contain the attributes:

23.8.1 strong organisational skills;

23.8.2 project management experience;

23.8.3 knowledge of all Staff, roles and accountabilities;

23.8.4 experience in staff transfer issues;

23.8.5 operating experience across one or several of the Facilities;

23.8.6 knowledge of the ICT systems and reporting;

23.8.7 knowledge of the operations and maintenance programme;

23.8.8 knowledge of management functions;

23.8.9 prior experience dealing with the Councils;

23.8.10 financial (cost) management;

23.8.11 performance management; and

23.8.12 strong written and verbal communication skills.

23.9 The exit manager is expected to be appointed eighteen to twenty-four (18-24) Months prior to handback.

Return of Assets

23.10 The Contractor will endeavour to operate and maintain the Facilities in a responsible and professional manner to achieve their full working life. It is expected that the assets will be handed back to the Councils on the Expiry Date in a condition capable of achieving their designed full working life of thirty (30) Years (twenty-five (25) Years plus optional five (5) Years).

Plant & Equipment Lifecycle Replacement

23.11 The Contractor will aim to operate and maintain the ITSAD Facility and associated infrastructure and the TLS Facility in accordance with the high standards required of all Facilities along with Good Industry Practice, relevant legislation, and the manufacturer's recommendations where appropriate.

23.12 The Contractor will maintain the ITSAD Facility and associated infrastructure and the TLS Facility in accordance with the O&M manual, which is consistent with the

standards set by all of the facilities currently owned and operated by the Contractor, the assets shall be given back to the Councils with significant operational life remaining.

23.13 No later than twelve (12) Months prior to the Expiry Date, the Contractor will aim to provide the Councils with a full list of fixed and mobile plant equipment, operations documents, staff and third part contractors used to undertake the Service. The Contractor acknowledges that these will need to remain in place to the Expiry Date to enable continued service beyond the Expiry Date by a New Contractor or the Councils.

23.14 Information associated with the operational standards and condition of items of equipment, plant and facilities shall be returned to the Councils. The Contractor will shall provide an asset register of all plant and equipment to the Councils at handback detailing equipment description, supplier, purchase price, and residual value.

23.15 Process, electrical and mechanical equipment shall be able to produce full engineering specified output with a reliability that matches the overall needs of the Facility. Equipment shall be clean and free of visual and significant damage, but more importantly shall demonstrate that the capacity of each equipment item supports the capacity of the Facilities. Pumps and fans shall produce output at the pressure and volume as specified by the original engineering specifications.

23.16 Protective coatings and paint on equipment, building, and structural components shall be complete to the extent that substrate is neither visible nor rusting through the surface coatings. Preventive and predictive maintenance actions shall continue on the established schedules so there are no gaps in equipment care at handback.

23.17 On handback, the plant and equipment will be expected to be able to produce full engineering specified output with a reliability that matches the overall needs of the Facilities but that is no more than would have been provided at the date of issue of the Acceptance Test Certificate.

Replacement of Service on Expiry – Handback Plan

23.18 It is recommended that the Councils and the Contractor agree to conduct a plant condition assessment by an independent third party.

23.18.1 no later than thirty (30) Days before the five (5) Year anniversary; and

23.18.2 on a five (5) Yearly basis thereafter; and

23.18.3 no less than every six (6) Months during the last five (5) Years of the Contract prior to the Expiry Date.

Plant / Ground Condition Survey

23.19 No later than twelve (12) Months prior to handback, the Councils and the Contractor will endeavour to agree to conduct a plant/ground condition survey by an independent third party. The condition assessment shall be completed by a trained and appropriately skilled person, familiar in the performance of waste management facilities.

23.20 In advance of the assessment it is recommended that the Contractor meets with the Councils to finalise the scope of the assessment. At that meeting the following is likely to be agreed:

23.20.1 dates for undertaking the assessment;

23.20.2 a rating scheme to classify problems discovered, in order to rank problems and prioritise corrective actions; and

23.20.3 the relevant ISO audit process to follow at that time.

23.21 The assessment will undertake:

23.21.1 a review of the historic facility performance;

23.21.2 a processing assessment of key throughput stages;

23.21.3 shredding;

23.21.4 biocomposting;

23.21.5 SRF;

23.21.6 material extraction;

23.21.7 AD Facility;

23.21.8 AD gas yield;

23.21.9 an availability analysis of key ITS Facility and AD Facility sub-components;

23.21.10 An availability of ICT systems;

23.21.11 a review of the operations and maintenance programme and adherence to;

23.21.12 a review of compliance to the Quality Management System and Environmental Management System;

23.21.13 a review of all vehicular access areas and facility hard standing and associated infrastructure;

23.21.14 a review of internal and external areas of all buildings and structures; and

23.21.15 a review of all mechanical, electrical, and process equipment; and

23.21.16 ground condition survey.

23.22 Any necessary rectification or remedial work arising from the assessment is anticipated to be undertaken to an agreed programme and subject to a further assessment to verify that all necessary works have been undertaken to the required standard. All plant items shall, therefore, revert back to the Councils control in a condition which satisfies all the requirements of the Contract and Necessary Consents and in such condition that only routine maintenance work will be required for five (5) Years from the Expiry Date. This is intended to provide the Councils with an assurance that the plant is in a condition consistent with its then current life, and provide any insights into any conditions that need to be addressed prior to the Expiry Date and Handback to a new vendor. A condition report shall be provided that can be used in the subsequent bidding process for a New Contractor.

23.23 The Contractor understands and agrees that it is in the best interest of the Councils to have a reliable and understandable condition assessment for the prospective contractor who does not have the benefit of years of operating experience at the ITSAD Facility.

23.24 The Contractor will aim to use reasonable endeavours to assist the Councils and/or any New Contractor concerning the transfer of service or facilities during the twelve (12) Months prior to the Expiry Date.

23.25 At the start of the final twelve (12) Month period the Councils and the Contractor will endeavour to prepare and finalise the Handback Plan. This plan shall set out the key actions that will be taken in preparation for the transfer of service responsibility and the associated timescales.

23.26 A project team should be set up consisting of senior members of the Councils and the Contractor to oversee the transition in accordance with the Handback Plan. Issues to be included within the Handback Plan will include:

Handback of all plans, manuals and maintenance records

23.27 Within one (1) Year and six (6) Months before the Expiry Date, the Contractor will aim to supply to the Council all the information reasonably required to continue the service provision. In doing so, the Contractor intends to assign contract rights and transfer assets to the Councils or the Councils designee on the Expiry Date.

Provision of Information

23.28 On handback there is unlikely to be a requirement for the Contractor to retain documents, files and data relating to the ongoing operations of the facilities and services other than those required by law. The Contractor will endeavour to ensure that all documents, files and data produced and reported during Contract Period are passed onto the Councils and, if relevant, the new service provider, subject to agreement from all parties.

23.29 An electronic data room will be established to allow information to be loaded to it and accessed easily. This will be in additional to the physical handback of files, manuals, and documents.

23.30 The Contractor will endeavour to supply all information reasonably required to continue the Service provision. In doing so, the Contractor intends to assign contract rights and transfer assets to the Councils or the Councils designee on the Expiry Date. All information necessary for the proper operation of the Facilities will be included within a handback pack that will be provided to the Councils on the Expiry Date. At this stage, it is envisaged that this pack will comprise the documents listed in the section above and in the section on the handback of all plans, manuals and maintenance records.

Intellectual Property

23.31 The Contractor would expect a protocol for dealing with intellectual property to be agreed at the beginning of the contract in line with the Contract terms. Any decisions regarding intellectual property would be accordingly governed by such protocol and be reflected in the handback of documents, files, and data.

Training and Software

23.32 The Contractor shall at its own cost endeavour to provide all necessary training for the running of the Facilities to all persons reasonably notified by the Councils no later than one (1) Month before the end of the Contract Period to ensure the continued operation of the Facilities.

23.33 Subject to Clause 67 of the Contract, the Contractor shall aim to hand over all software used in the operation of the Facilities to the Councils including any specialist software which has been specifically created for the Facilities. It is anticipated that training in this software shall be provided by the Contractor to those personnel nominated by the Councils.

23.34 The Contractor will endeavour to provide a complete and up-to-date set of software manuals and software licenses to the Councils one (1) Month prior to the Expiry Date.

Dealing with Personnel Issues

23.35 Personnel issues will be dealt with in accordance with the relevant legislation and with regard to accepted good practice at the Expiry Date. The Contractor anticipates that the majority of the Facilities' operating staff will continue employment following handback under the Transfer of Undertakings (Protection of Employment) Regulations (TUPE). Those employees are likely to continue following the Contractors ongoing training programme up until handback. Any new employees are expected to undergo a detailed programme of training, including work shadowing alongside operational staff, which should commence three (3) Months before the Expiry Date. The Contractor will endeavour to provide training for new employees on the following topics:

23.35.1 health and safety;

23.35.2 waste handling;

23.35.3 waste processing;

23.35.4 emergency response procedures;

23.35.5 compliance with the Environmental Permit; and

23.35.6 protection of the public and the Environment.

23.36 The Contractor shall supply details of their employees and any Sub-Contractors to the Councils and/or a New Contractor upon written request from the Councils. Twelve (12) Months prior to the Expiry Date, the Contractor will also endeavour to advise the Councils and any New Contractor of any alteration to these arrangements that occur prior to the Expiry Date.

23.37 The Contractor will endeavour to agree reasonable and acceptable provisions relating to the ring-fencing of employees employed substantially in the provision of services as at the exit date. This would be based on clear rationale relating to the aggregation of work.

23.38 All employees who were materially involved in activities other than the provision of the waste treatment services would be assumed at this stage to fall outside the scope of any agreed ring-fencing.

23.39 A key consideration of any Handback Plan must be that service performance is not compromised due to the take over of operations by a new service provider. The Contractor would aim to ensure that although access may be given to its employees carrying out these services, this must not be to the detriment of the service it provides the Councils. Of course, if those carrying out the service for the Contractor transfer to the new service provider then this further minimises any potential disruption. Full consultation and involvement of staff will ensure continuity of service performance during transition to the new service provider.

23.40 The Contractor shall act in good faith to identify the employees that should transfer and will endeavour to use all reasonable endeavours to ensure that all such employees transfer pursuant to the TUPE Regulations. For a period of up to a maximum six (6) Months from the Expiry Date, the Contractor will also aim to allow the Councils reasonable access to key non-transferable employees remaining with the contract to work with the Councils and if relevant the new service provider. Arrangements for doing this can be agreed at that time.

23.41 In the case of early termination of the Contract, it is expected that the handback period and transfer of the Service will be significantly shorter than at Expiry Date. Should the possibility of early termination arise, it is anticipated that the Contractor will, at the earliest possible time, work with the Councils to revise the handback programme to ensure that all key requirements are met and that a smooth service transition is achieved.

Retention Fund

23.42 It is expected that the Councils may wish to carry out a survey eighteen (18) Months prior to the Expiry Date, to assess whether the Facilities have been and are being maintained by the Contractor in accordance with its obligations.

23.43 Should any rectification or maintenance work be required, the Contractor will endeavour to carry out this work at its own expense to the required standard. If the Councils are satisfied that the works have been carried out to the required standard, the Councils will reimburse the Contractor's costs by a withdrawal from the Retention Fund Account.

23.44 The Contractors' approach to the issue in respect of the Facilities is expected to be to carry out condition surveys on the land before Financial Close and at the end of the Contract Period. The surveys undertaken before Financial Close should be used as baseline surveys and agreed with the Councils. In the twelve (12) Month period leading up to the Expiry Date it is expected that the Contractor will repeat the condition surveys and compare those against the surveys carried out by the Councils prior to the Commencement Date.

23.45 Any changes to the ongoing liability that become apparent during the Contract Period should be agreed between the Parties at the relevant time. This may, include the removal of any buildings/plant from the sites on the Expiry Date or, if applicable, the Termination Date.

Fuel off take Pricing Following Handback of the ITSAD Facility

23.46 The SRF Offtake Contract sets out the arrangements covering a range of scenarios and outcomes including provision for the five (5) Year period after the handback of the ITSAD Facility. It is anticipated that this will require the SRF Offtake Contract to be novated to the new operators of the ITSAD Facility in accordance with the terms of the SRF Councils' Direct Agreement and the SRF Offtake Contract.