
REPORT TO THE MEETING OF THE EXECUTIVE 15 APRIL 2009

PORTFOLIO: ENVIRONMENT

REPORT FROM THE HEAD OF ENVIRONMENTAL SERVICES

**SUBJECT: INTER-AUTHORITY AGREEMENT BETWEEN
ROCHFORD DISTRICT COUNCIL AND ESSEX COUNTY COUNCIL
TO SUPPORT THE DELIVERY OF THE ESSEX WASTE STRATEGY**

1 DECISION BEING RECOMMENDED

- 1.1 To approve the Service Delivery Plan for Refuse and Recycling Services in Rochford for 2009/10 – 2014/15 shown at Appendix A.
- 1.2 To approve the Council entering into the Inter Authority Agreement (IAA) with Essex County Council (a copy of the full IAA is available in the Members' Library).
- 1.3 The Executive Portfolio Holder for the Environment is given authority to agree minor amendments to the IAA with the aim of finalising it once it has been taken through all District and Borough Councils' governance processes for consideration and approval. This should be completed in Summer 2009.

2 FORWARD PLAN REFERENCE No: 20/08

3 REASONS FOR RECOMMENDATION

- 3.1 This report seeks approval for Rochford District Council to enter into an IAA with Essex County Council (ECC) in respect of waste and recycling service arrangements. The following Waste Collection Authorities of Essex are also to be party to this agreement: Basildon, Braintree, Brentwood, Castle Point, Chelmsford, Epping Forest, Harlow, Maldon, Tendring and Uttlesford (the WCAs).
- 3.2 The IAA is a legally-binding document which in Rochford's case will cover a 28 year period (reflecting the length of any long-term recycling and residual waste treatment contracts). The IAA underpins the delivery of high recycling targets in the Joint Municipal Waste Management Strategy (JMWMS) for Essex.
- 3.3 The IAA has been developed to deliver a number of key objectives:-
 - To deliver better value for money in the procurement of recycling and waste treatment facilities by establishing greater certainty over the scope of facilities required, together with more precise forecasts of quantity and composition of municipal waste streams being managed in Essex;

- To facilitate the WCAs in making a step change in their recycling services ahead of the procurement of major waste treatment facilities through the provision of a package of financial support;
 - This step change in recycling across Essex will significantly increase the county's recycling performance;
 - To demonstrate the strength of the Essex Waste Partnership to Government in support of the Essex and Southend application for PFI credits;
 - To demonstrate to the private sector waste market that the Essex Waste Partnership is operating in a planned and co-ordinated fashion with clarity over its service requirements and targets;
 - To demonstrate to members of the public the practical steps that the authorities are jointly taking to deliver the Joint Municipal Waste Management Strategy (JMWMS) for Essex.
- 3.4 Where signed by the parties, the IAA becomes a legally binding document which will commit all parties that formally approve it to the process for the life of the project. However, to protect all parties, break clauses are included in the IAA (a briefing note prepared by Sharpe Pritchard Solicitors for the Waste Collection Authorities is available at Appendix B). In return for funding from the County Council the WCAs will set out in advance the scope and nature of the waste services they will deliver in detailed Service Delivery Plans (see Appendix A).
- 3.5 In essence, the IAA can be broken down into three sections;
- The legal document:- this details the way in which the WCAs and the County Council will work together to achieve the mutual aims of increased recycling and composting as set out in the JMWMS;
 - The funding offers:- this includes the statutory payments (e.g. Recycling Credits and Tipping Away payments) together with the individual capital and revenue funding offered by the County Council to the WCAs to enable them to make step changes in their recycling and waste collection services;
 - The technical detail of how the WCA recycling services will be delivered is set out in Service Delivery Plans (SDPs) submitted by each authority. This is a commitment by the WCAs to the way in which they collect individual waste streams, but is not a commitment to tonnage and composition. This is a risk ECC is absorbing. The SDPs are on a five-year rolling programme allowing planned changes and flexibility within the system. Different risks are identified and assigned within the IAA between ECC and the WCAs. Section 5 of this report outlines the risks in more detail and their assignment within the IAA.

- 3.6 In order to stimulate a step change in WCA recycling performance, the WCAs were encouraged to bid for additional revenue and capital funding during October/November 2008. The bids were analysed by the County Council in relation to performance and value for money. A letter was subsequently received from the Cabinet Member for Environment and Waste in December 2008, outlining an initial funding offer. This confirmed a one-off capital payment of £500,000 in 2008/09 plus £260,000 annual revenue on-going for the length of the agreement.
- 3.7 During January and February 2009 there were further discussions with the County at Member and Officer level and in March 2009 the Cabinet Member for Environment and Waste sent a second letter to Rochford confirming their funding offer of £390,000 on-going plus an inflation uplift, for the life of the agreement. This sum excludes the statutory payments for dry recycling which will continue to be payable by the County on the basis of tonnages achieved and a reward payment for exceeding our LAA target.
- 3.8 The funding offers to each authority are shown in Appendix C. The majority of this funding will be supporting the WCAs in significantly increasing their recycling performance, with a range of new services to be implemented. New schemes will be rolled out across Essex over the next three years in a phased approach, reflected in the funding table.
- 3.9 To support the process, legal representatives Sharpe Pritchard were appointed to independently advise the WCAs on the IAA including the risks and obligations which rest with the WCAs under the IAA. This legal advice was fully funded by ECC.
- 3.10 In September 2008 an IAA Workstream Manager was appointed by ECC to work with both the WCAs and ECC to develop the IAA. There has been active communication, explanation and briefings on the IAA through Member to Member meetings, Officer meetings (including consideration by senior legal and finance officers), presentations and workshops leading to a comprehensive understanding at all levels.
- 3.11 The final draft of the IAA as approved by the ECC Cabinet on 31 March 2009 is available in the Members' Library. This will be considered by all participating WCAs through Member meetings during April to June 2009. It is anticipated that the District Council and the other WCAs will execute the IAA once it has been approved by all parties to it, currently expected to be July 2009.
- 3.12 Protecting the environment together with reducing and recycling waste are both key priorities. The delivery of the IAAs will make a significant contribution to the delivery of these priorities, signalling a step change in recycling performance across Essex and Rochford's commitment to this.
- 3.13 The County Council will provide funding for the length of the agreement to support the IAA. As part of this process the Council is required to commit

itself to a particular service delivery method and this is identified in the Service Delivery Plan. The initial five year plan is presented at Appendix A for approval.

- 3.14 Future service developments will need to be planned in advance, identified in subsequent Service Delivery Plans and negotiated with the County.

4 ALTERNATIVE OPTIONS CONSIDERED

- 4.1 The only alternative option to the IAA are for the status quo arrangements to remain in place; Rochford would continue to receive payments that the County Council (as Waste Disposal Authority) is statutorily obliged to pay (e.g. recycling credits). We would receive the full credit for all materials diverted from landfill to any facility not run by ECC.
- 4.2 With regard to the food/green material that is currently sent to Boreham (an ECC contracted facility) before being transported to ENVAR in Huntingdon, we would need to renegotiate with the County what level of credit they were prepared to provide. Funding from the County for using their green composting scheme outside of an IAA is likely to remain at insignificant levels.
- 4.3 Further with no significant discretionary funding on offer from ECC to invest in kerbside recycling we may need to review service options. This could undermine ECC's ability to deliver the pledge and high recycling targets in the JMWMS and the LAA2 targets that all partners have signed up to.

5 RISK IMPLICATIONS

- 5.1 The commercial principles in the IAA have been subject to review and risk assessment. The table below presents a headline summary of the most significant risks arising from the IAA and how they have been assigned between the Waste Disposal Authority (WDA) which is the County Council, and the WCAs.

5.2	Summary of Key Risks and Allocation		Who bears the risk?		
	Risk Description (event)	Potential Impact	WDA (ECC)	WCA (RDC)	Shared
	1. Volume of dry recyclable materials, organics or residual wastes collected by WCAs varies from that stated in the authority's Service Delivery Plan (SDP) e.g. due to changes in public behaviour, seasonal variations etc.	WDA costs increase due to exceeding contracted treatment capacity.	✓		
	2. Composition of waste, recyclables or organics change during the IAA period for reasons other than the WCA varying its service provision outside the change protocol e.g. less packaging waste is produced or different materials are used.	WDA costs increase due to breach of contract terms.	✓		
	3. Contamination - feedstock to waste treatment facilities falls outside of the acceptable range as agreed under the Contamination Protocol for the facility concerned.	WCA responsible for additional costs of waste processing and costs arising from any damage caused.		✓	
	4. Changes in service delivery compared to agreed WCA Baseline and SDP resulting in additional costs to ECC e.g. WCAs altering the waste collection services provided to the public without prior agreement through the change protocol.	Funding from ECC to WCA can be revised as a result of deviation i.e. funding is reduced plus WCA exposure to additional costs incurred by ECC as a result of additional costs incurred under PPP contract		✓	
	5. Recycling Markets deteriorate to a point where WCA cannot sustain a particular recycling service and pass the material to ECC for marketing or disposal.	WDA costs increase due to inheriting marketing or disposal costs. WCA loses Recycling Credit income.			✓

- 5.3 The risks related to Contamination and the potential loss of recycling credits are similar to those held currently. They are mitigated by providing advice to householders and training to SITA staff. Similarly the risks with regard to Recycling Markets are similar to those currently held. The only new area of risk is the obligation not to change service delivery arrangements without first negotiating with the County.

6 RESOURCE IMPLICATIONS

- 6.1 The pre IAA negotiations secured a one off capital payment of £500,000 as a contribution towards the bins for the new service and additional revenue funding up to £230,700 for 2008/09. The revenue element comprises:-

- Recycling Credit Payment = £416,200:
- In Vessel Composting Credit payment = £78,400:
- Funding Formula V2 payment = £79,000:
- Payment to make up budget Shortfall = £73,000:

- 6.2 As part of the IAA, annual revenue funding has been agreed for the full term of the agreement, which in Rochford's case is for 28 years. These exclude the dry recycling credit payment that will continue to be paid on tonnages achieved and the reward element for exceeding LAA targets. This reward payment is payable until 30 March 2012.

- 6.3 The funding which has been offered to Rochford in lieu of a green recycling credit is detailed as follows:-

2008/2009	2008/2009	2009/2010	2009/2010	2010/2011 ongoing	2010/2011 ongoing
Revenue	Capital	Revenue	Capital	Revenue	Capital
£230,700	£500,000	£390,000	£0	£390,000	£0

Shading indicates funding prior to IAA

- 6.4 The Council will have the opportunity over the life of the agreement to submit bids for both revenue and capital to support service developments.
- 6.5 Should Members determine not to sign the IAA the level of funding available for green/ food material will need to be negotiated with the County and is unlikely to be advantageous. We would only be able to claim the full recycling credit if we were able to make our own arrangements for the treatment of the material in question.
- 6.6 The IAA provides on going revenue funding for the life of the agreement and this will be included in the MTFS at the next review.

7 LEGAL IMPLICATIONS

- 7.1 The IAA is a legally binding document with implications for both the WCAs and the County Council. There has been extensive work leading to this IAA by Legal Services and the external legal advisors, Sharpe Pritchard. A briefing paper summarising the legal obligations contained within the IAA is given in Appendix B.
- 7.2 The County Council could use its powers of direction to direct the WCAs to sort and deliver their waste in a certain way, but this is not considered likely as it would not foster partnership working.

I confirm that the above recommendation does not depart from Council policy and that appropriate consideration has been given to any budgetary and legal implications.

SMT Lead Officer Signature: _____

Date: _____

Background Papers:-

Appendix A – Service Delivery Plan for Refuse and Recycling Services in Rochford for 2009/10 – 2014/15.

Appendix B– A briefing note prepared by Sharpe Pritchard Solicitors for the Waste Collection Authorities

Appendix C – Summary table of funding offers to WCAs

Service Delivery Plan

2009/10 – 2014/15

Rochford District Council

Appendix A

**SERVICE DELIVERY PLAN
Rochford District
Council**

CONTENT

1. Introduction
2. Non Recyclable Waste
3. Recycling Services
4. Other Waste Collection Mechanisms
5. Waste Minimisation Initiatives
6. Waste Education Initiatives
7. Future Planned Delivery of Waste and Recycling Services.

1 INTRODUCTION

1.1 Brief Description of District

- 1.1.1 Rochford District Council (RDC) is located in the south east of the county of Essex. Rochford has a population of around 81,100 within an area of 65 square miles; the district is bounded to the north by the River Crouch and to the south by the urban areas of Southend and Castle Point. Much of the district is designated as green belt, with miles of attractive coastline, salt marshes and unspoilt countryside complimenting the market towns of Rochford and Rayleigh and Hockley village.
- 1.1.2 The District Council provides services to 34,282 dwellings, largely within three principal centres of population. Rayleigh is the largest, located in the west of the district. In the centre of the district, lies Hockley, and then Rochford, a medieval market town that retains much of the original street plan.
- 1.1.3 Each of these towns has a railway station with a fast and frequent service to London. Road links are provided by the A127 trunk road to the south and the A130 to the west. The majority of London Southend Airport is situated within the Rochford district and the airport and its environs are included within the Thames Gateway, a national priority region for regeneration.
- 1.1.4 There are 14 Town/Parish Councils covering the whole district. The Council has 39 elected Members providing a Conservative administration. The area is the 316th least deprived out of 354

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Districts, with owner occupation at 86 per cent (against a national average of 71 per cent). The Council transferred its housing stock to Rochford Housing Association in 2007. The association manages 1,755 properties of which 658 are elderly or sheltered units.

- 1.1.5 The proportion of one-person households and lone parent households are both below the national average of 25 per cent and 4 per cent respectively. The population from a mixed or ethnic minority background is 1.7 per cent. The elderly population (60 and above) is over 22 per cent. Unemployment is low in the region of 1 per cent with 68 per cent of those in employment commuting out of the district to work. There are an estimated 2,650 businesses in the area but only five employ more than 250 staff.
- 1.2 Housing development is proposed over the next 12 years within the region of 225 properties being developed and completed each year.¹
- 1.3 Historic demographic trends and waste arising for the District have been as follows:

Table 1: Demographic Trends & Waste Arising

	2003/04	2004/05	2005/06	2006/07	2007/08
Size of Authority [area in Hectares]	17094	17094	17094	17094	17094
Population: [number]	78,489	78,900	79,100	79,500	81,100
Pop density	4.6 per ha	4.61 per ha	4.62 per ha	4.65 per ha	4.74 per ha
Number of Households:	32,706	33,383	33,689	34,063	34,063
Number of Multiple Occupation households	12	12	12	11	6
Number of Households with a garden	-	-	31300	31340	31362
% Household Waste Recycled & Composted	10%	12.4%	14.5%	17.2%	19.4%
Tonnes Household Waste Recycled & Composted	3332	4151	4855	5714	6257
% Residual Waste per Household	90%	87.6%	85.5%	82.8%	80.6%
Kg Residual Waste per Household	771	880	848	805	763

¹ Annual Monitoring Report 2007-08 RDC

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	2003/04	2004/05	2005/06	2006/07	2007/08
Tonnes MSW to Landfill	25207	29391	28565	27437	25997

CURRENT WASTE AND RECYCLING SERVICES**2 NON RECYCLABLE WASTE****2.1 Service Description**

- 2.1.1 The refuse service till 30 March 2008 had been provided by Cleanaway Ltd. In the terms of this contract it was difficult to increase the levels of recycling using the methods of collection in place. The collection method was kerbside collection of three materials, glass, paper and tins and cans, collected in a 55litre box every other week. In addition to this a garden collection service was provided for parts of the district to paying customers by Green Recycling. However both these collection services resulted in low recycling performance.
- 2.1.2 RDC produced 5.9 per cent of the household waste produced in Essex in 2007/08 and 7.26 per cent of landfill tonnages. It contributed to 5.51 per cent of the recycling/composting that took place in the county.
- 2.1.3 The Council agreed to introduce a new collection service that would significantly increase the range of materials that could be recycled by households and therefore divert significant tonnages from landfill.
- 2.1.4 A new contract for the waste service was awarded to SITA UK following Competitive Dialogue tendering process. The contract commenced on 31 March 2008. SITA initially continued with the existing methods of collection.
- 2.1.5 Following extensive publicity with information leaflets, newsletters and roadshows and the delivery of over 64,000 wheeled bins the new scheme commenced in July 2008. In addition to this new work schedules were produced which resulted in large-scale changes in collection days.
- 2.1.6 The new service emphasised the need to encourage greater and easier recycling for residents. The use of the existing 240 litre residual bin changed to become the new recycling bin, a 180 wheeled bin has been introduced for non recyclable materials and a 140 litre wheeled bin has been provided for all residents for mixed kitchen and garden arisings.

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- 2.1.7 Mixed kitchen and garden waste is collected weekly, with recyclables and non recyclables every other week. There has been no resistance to this change in collection method.
 - 2.1.8 The new service also ensures that the wheeled bins are returned to within the curtilage of each property. No side waste is collected other than cardboard on recycling weeks and where excess recyclables are to be collected these are placed in a 55 litre box rolled over from the previous collection service, or in clear plastic sacks provided by the Council (over the Christmas period).
 - 2.1.9 In leading up to the scheme the council wrote to every resident except those in flatted properties and at residential caravan sites, to obtain their views on whether they could participate in the new scheme or had particular reason why they should be exempt. The majority of reasons for exemptions related to insufficient space being available for the storage of bins, each property seeking this exemption was visited and assessment carried out. Other reasons for exemption included mental health issues, and some residents with disabilities. The council has overcome the disabilities by including these residents in the councils assisted collection scheme. The final number of properties exempted is 235.
 - 2.1.10 Collections take place on the same day each week whether the collection is for mixed kitchen/garden and recyclables or mixed kitchen/garden and non recyclables.
 - 2.1.11 The service continues on its normal day for each Bank Holiday throughout the year, except for Christmas and New Year where day changes are necessary.
 - 2.1.12 Currently non recyclable material is taken to either Barling landfill site or Purdies Industrial Estate Cory Transfer Station. Recyclables are taken to Nordic/Holmen MRF at Tilbury and mixed kitchen and garden waste is taken to the Biffa transfer station at Boreham before being transported to ENVAR in Huntingdon.
 - 2.1.13 Bulky items and WEEE items are collected the same day as normal collection services to individual properties. On non-recyclables week bulky items are collected with normal household waste, on recyclables week these items are collected in a separate vehicle. WEEE is collected in a caged vehicle each week. Charges for both bulky and WEEE items commence on the 1 April 2009.
- 2.2 Provision for flats
- 2.2.1 Collection from flatted properties and residential caravan sites takes place weekly, from either 1100 euro bins or 240 litre wheeled bins.

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2.2.2 From 1 April 2009 both flatted properties and residential caravan sites will be provided with the full range of recyclable materials collected initially weekly but then moving to AWC.

2.2.3 Kitchen waste is being introduced in mid 2009, from flatted properties and residential caravan sites using 240 litre bins and at some locations with kitchen caddies.

2.3 The service is contracted out.

Table 2: Details of waste collection contractor.

Service	Details
Waste Collection Contractor	SITA UK
Contract start date	31 March 2008
Contract expiry date	31 March 2015 – possible 7 year extension

2.4 Normal collection times

Table 3: Normal Collection Times for Non Recyclables

Collection day	First delivery to disposal site & last delivery to disposal site.
Monday	10.30-2.30
Tuesday	10.30-2.30
Wednesday	10.30-2.30
Thursday	10.30-2.30
Friday	10.30-2.30
Saturday	At Christmas and New Year

2.5 Collection schedule & times after Bank Holidays

2.5.1 These arrangements only apply at Christmas and New Year, Rochford collects non recyclables on all other Bank Holidays where these occur on a non-recycling week.

Table 4: Bank Holiday catch up arrangements

Public Holiday	Arrangement	Hours of operation
Good Friday	Collection	7.00 till collection complete
Easter Monday	Collection	7.00 till collection complete
May Day	Collection	7.00 till collection complete
Spring Bank Holiday	Collection	7.00 till collection complete
August Bank Holiday	Collection	7.00 till collection complete

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Public Holiday	Arrangement	Hours of operation
Christmas Day	Collection on Saturday prior to or following Christmas Day	7.00 till collection complete
Boxing Day	Collection on Saturday following Boxing Day	7.00 till collection complete
New Year's Day	Collection on Saturday prior or Saturday following	7.00 till collection complete

2.6 Vehicles used

Table 5: Schedule of residual waste collection vehicles

Type of RCV e.g. cage tipper, rear end compactor, roll-on-off etc.	No. of vehicles	Gross weight	Nett Payload	Average number of trips to the tip per day
Active Vehicles				
RCV	5	26 Tonnes	11 Tonnes	2
RCV	1	18 Tonnes	7.6 Tonnes	2
Caged	4	3.5 Tonnes	1.5 Tonnes	1
Back up vehicles				
RCV	1	26 tonnes		

2.7 Number of crews 6

3 RECYCLING SERVICES

3.1 Kerbside dry household recyclables collections. Co mingled.

Table 6: Dry Recycling Collection Details

Materials collected	Collection Frequency	Container Provided	Number of Properties
Newspaper Magazines Brochures Shredded Paper Junk Mail Catalogues Telephone Directories Yellow Pages Card and Cardboard Greetings cards Plastic bottles including lids Food containers Yoghurt pots Ready meal sandwich and takeaway	AWC from residential properties including terraced houses. Weekly from flats	240 litre wheeled bin and or 55 litre box,	33,438

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Materials collected	Collection Frequency	Container Provided	Number of Properties
containers Vegetable punnets Plastic cups Plastic Bags Food Trays Food and Drink Can and tins – aluminium and steel Tin lids Clean foil Aluminium food containers Aerosols			

3.2 Kerbside Garden Waste Only collection. None.

3.3 Food Waste Only collection. None.

3.4 Food and Green Waste collected together

3.4.1 Material included in collection

- Fruit and vegetable peelings
 - Raw and cooked food
 - Meat and fish including bones
 - Plate scrapings
 - Food stained paper kitchen towel
 - Food stained paper
 - Food stained card and cardboard
 - Eggshells
 - Teabags, tea leaves and coffee grounds
 - Bread
 - Dairy products
 - Garden cuttings including grass, flowers leaves and hedge clippings
 - Branches less than 30 cm in diameter
- Collected weekly
 - Container provided – 140 litre wheeled bin
 - Number of props covered 33,464
 - All year round.
 - Currently taken to ECC transfer station at Boreham with onward transfer to Envar.

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Table 7: Normal Collection Times for Mixed Kitchen and Garden material

Collection day	First delivery to disposal site & last delivery to disposal site.
Monday	10.30-3.30
Tuesday	10.30-3.30
Wednesday	10.30-3.30
Thursday	10.30-3.30
Friday	10.30. 330
Saturday	At Christmas and New Year

3.4.2 Table 8: Vehicles used for combined collection of food & garden waste.

Type of RCV e.g. cage tipper, rear end compaction, split body, roll- on-off, etc	No. of vehicles	Gross Weight	Nett Payload	Average number of trips to the tip per vehicle per day.
RCV	5	26 tonnes	11 Tonnes	2
RCV	1	18 tonnes	7.6 Tonnes	2

Table 9: Seasonal collection rates for green waste (projected)

Month	% of green waste collected in Essex	Please indicate if yours is > 5% different.
January	3	No
February	5	No
March	5	No
April	12	No
May	11	No
June	13	No
July	13	No
August	12	No
September	10	No
October	9	No
November	6	No
December	3	No

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3.5 Bring sites

3.5.1 Table10: Number of Bring sites & types of material that can be recycled.

Number of Bring Sites	Material collected
32	Plastic bottles Paper Glass Textiles Cans Tetra paks

4 OTHER WASTE COLLECTION MECHANISMS

4.1. ECC operate a recycling centre for household waste at castle Road Rayleigh, local residents also use the facility at Stock Road Southend on Sea.

4.2 The following services are provided in Rochford:-

- Bulky household waste - collected weekly (included in landfill tonnages);
- WEEE, collected weekly collected by producer compliant scheme WE3, contracted by ECC;
- Fly tipping, included in Street sweepings tonnages.

4.3 No commercial or industrial waste is collected.

Table 11 All other waste material collected by WCA

Collection Description of items	Charge Levied £	How many items	Number of collections 08/09	Dedicated vehicle or refuse, give details.
Bulky and WEEE All items collected that are taken when moving house including garden furniture but excluding pianos	3 items £15. Each additional item £5	All	Circa 16,500 individual items (free service at the time)	Refuse vehicle plus 3.5 Tonnes caged tipper

5 WASTE MINIMISATION INITIATIVES

5.1 Rochford continues to promote all forms of recycling through the Council's newsletter Rochford District Matters, leaflets, information packs, our website and Recycling Road Shows. It supports home composting and Real Nappy campaign and produces information to support this.

5.2 Rochford undertakes regular customer surveys and the results are used to refine our service information and plan promotional events.

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6 WASTE EDUCATION INITIATIVES

- 6.1 Rochford provides education advice to schools and has developed an in school recycling programme. We have also completed the initial roll-out of recycling facilities for schools. Schools are offered the possibility to have collections of paper, glass bottles and jars and cans or any combination of these. The Council provides resource packs for teachers and participates in the Yellow Woods Challenge.

7 FUTURE PLANNED DELIVERY OF WASTE & RECYCLING SERVICES

- 7.1 The Council is working with the County Council to increase recycling and composting in order to achieve the targets and aspirations set out in the Joint Municipal Waste Management Strategy.
- 7.2 The table below indicates tonnages of waste, recycle, compost and all other waste types collected and where it is going for the next 5 years.

The tonnages set out below provide an indication of the likely tonnages to be achieved each year.

Table 12: Total tonnage waste arising anticipated for 5 years

Parameter	2009/10 tonnage (Funded)	2010/11 tonnage	2011/12 tonnage	2012/13 tonnage	2013/14 tonnage
Population	81,100	81,800	82,950	84,100	85,300
Number of Households	34,100	34,500	35,000	35,500	36,000
Household residual waste	16,082	15,432	15,407	15,332	15,332
Trade Waste	0	0	0	0	0
Fly tipped waste					
Street sweepings	418	500	500	550	550
Bulky mixed waste	Included in household tonnages	Included in household tonnages	Included in household tonnages	Included in household tonnages	Included in household tonnages
Clinical waste	0	0	0	0	0
Dog bin	Included in street cleansing	Included in street cleansing	Included in street cleansing	Included in street cleansing	Included in street cleansing
Other [define]					
Sub-Total Mixed Waste	16,582	15,932	15,907	15,882	15,882
Tetra Pac	5	5	5	5	55
Textiles	10	10	12	12	12

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Parameter	2009/10 tonnage (Funded)	2010/11 tonnage	2011/12 tonnage	2012/13 tonnage	2013/14 tonnage
Paper					
Cardboard					
Glass					
Mixed cans					
Foil					
Aerosols					
Plastics					
Plastic Film					
All above comingled	9100	9100	9125	9150	9200
Tyres	3	3	3	3	3
WEEE [Fridges]	74	74	74	74	74
WEEE [CRTs]	9	9	9	9	9
WEEE [Other]	16.5	16.5	16.5	16.5	16.5
Sub-Total Dry Recyclables	9218	9218	9243	9268	9318
Green Garden Kitchen / Food waste	7850	8500	8500	8500	8500
Sub-Total Organics	7850	8500	8500	8500	8500
Total Arisings	17068	17718	17743	17768	17818
Recycling/Reuse/ Composting rate (%) NI192	51	53	53	54	54
Residual Household Waste / HH (Kg) NI 191	471	447	440	431	425

Table 13: Details of Future Waste Services 2009/10 to 2013/14
(Baseline plan)

	2009/10	2010/11	2011/12	2012/13	2013/14 & ongoing
RESIDUAL WASTE	General household waste	General household waste	General household waste	General household waste	General household waste
Material type					
Number of (approx) properties served	34,100	34,500	35,000	35,500	36,000
Container Type	180 litre wheeled bin	180 litre wheeled bin	180 litre wheeled bin	180 litre wheeled bin	180 litre wheeled bin
Frequency of	AWC	AWC	AWC	AWC	AWC

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	2009/10	2010/11	2011/12	2012/13	2013/14 & ongoing
collection					
Number of (approx) properties served	750	300	70	70	70
Container Type	sacks	sacks	sacks	sacks	sacks
Frequency of collection	weekly	weekly	weekly	weekly	weekly
Number of (approx) properties served weekly	2880	2880	2880	2880	2880
Container Type	Communal bins	Communal bins	Communal bins	Communal bins	Communal bins
Frequency of collection	weekly	AWC	AWC	AWC	AWC
% of total props	100%	100%	100%	100%	100%
FOOD & GARDEN	All kitchen waste garden arisings	All kitchen waste garden arisings	All kitchen waste garden arisings	All kitchen waste garden arisings	All kitchen waste garden arisings
Material type					
Number of (approx) properties served	30,600	31,000	31,100	31,100	31,100
Container type	140 litre wheeled bin	140 litre wheeled bin	140 litre wheeled bin	140 litre wheeled bin	140 litre wheeled bin
Frequency of collection	weekly	weekly	weekly	weekly	weekly
Food only					
Number of (approx) properties served	170	200	200	200	200
Container type	caddy	caddy	caddy	caddy	caddy
Frequency of collection	weekly	weekly	weekly	weekly	weekly
Communal compostable					
Number of (approx) properties served	1500	1500	1700	2000	3000
Container type	Caddy ,bio bag and communal bin	Caddy ,bio bag and communal bin	bio bag and communal bin	Caddy ,bio bag and communal bin	Caddy ,bio bag and communal bin
Frequency of collection	weekly	weekly	weekly	weekly	weekly
% of total props	50%	50%	60%	70%	100%
Number of Months per year	AYR	AYR	AYR	AYR	AYR
Material to be delivered to . . .	Boreham TS Ongoing Envar	ECC Facility	ECC Facility	ECC Facility	ECC Facility
Promotional activity	Rochford District Matters quarterly newspaper. Leaflets information guide and website	Rochford District Matters quarterly newspaper. Leaflets information guide and website	Rochford District Matters quarterly newspaper. Leaflets information guide and website	Rochford District Matters quarterly newspaper. Leaflets information guide and website	Rochford District Matters quarterly newspaper. Leaflets information guide and website
DRY RECYCLING	Co-mingled Paper glass cans tins	Co-mingled Paper glass cans tins	Co-mingled Paper glass cans tins	Co-mingled Paper glass cans tins	Co-mingled Paper glass cans tins
Materials					

Appendix A

	2009/10	2010/11	2011/12	2012/13	2013/14 & ongoing
	aerosols foils card cardboard plastic containers plastic bottles yogurt type pots	aerosols foils card cardboard plastic containers plastic bottles yogurt type pots	aerosols foils card cardboard plastic containers plastic bottles yogurt type pots	aerosols foils card cardboard plastic containers plastic bottles yogurt type pots	aerosols foils card cardboard plastic containers plastic bottles yogurt type pots
Number of (approx) properties served	33,260	33,640	34,125	34,612	35,100
Container type	240 Litre wheeled bin	240 Litre wheeled bin	240 Litre wheeled bin	240 Litre wheeled bin	240 Litre wheeled bin
Frequency of collection	AWC	AWC	AWC	AWC	AWC
Number of (approx) properties served	170	200	200	200	200
Container type	55 litre boxes and or sacks	55 litre boxes and or sacks	55 litre boxes and or sacks	55 litre boxes and or sacks	55 litre boxes and or sacks
Frequency of collection	AWC	AWC	AWC	AWC	AWC
Number of (approx) properties served	2800	2800	2800	2800	2800
Container type	Communal bins	Communal bins	Communal bins	Communal bins	Communal bins
Frequency of collection	weekly	AWC	AWC	AWC	AWC
Material to be delivered to . . .	Holmen Nordic MRF @ Tilbury	Private contractor	Private contractor	Private contractor	Private contractor
Promotional activity	Rochford District Matters quarterly newspaper. Leaflets information guide and website	Rochford District Matters quarterly newspaper. Leaflets information guide and website	Rochford District Matters quarterly newspaper. Leaflets information guide and website	Rochford District Matters quarterly newspaper. Leaflets information guide and website	Rochford District Matters quarterly newspaper. Leaflets information guide and website
TEXTILES Materials	All clothing and Shoes	All clothing and Shoes	All clothing and Shoes	All clothing and Shoes	All clothing and Shoes
Number of (approx) properties served	33,077	33,400	33,900	34,400	34,900
Container type	sack	sack	sack	Sack	sack
Frequency of collection	weekly	weekly	weekly	weekly	weekly
% of properties	97%	97%	97%	97%	97%
Promotional activity	Leaflet	Leaflet	Leaflet	Leaflet	Leaflet
BRING BANK SITES Materials	Glass Paper Plastic bottles Textiles Cans Tetra Paks	Glass Paper Plastic bottles Textiles Cans Tetra Paks	Glass Paper Plastic bottles Textiles Cans Tetra Paks	Glass Paper Plastic bottles Textiles Cans Tetra Paks	Glass Paper Plastic bottles Textiles Cans Tetra Paks
Container type	Modular banks	Modular banks	Modular banks	Modular banks	Modular banks
Number of sites	31	31	31	31	31
Material to be delivered to . . .	Various contractor facilities	Various contractor facilities	Various contractor facilities	Various contractor facilities	Various contractor facilities
BULKY WASTE	3 Items for £15, additional items	3 Items for £15, additional items	3 Items for £15, additional items	3 Items for £15, additional items	3 Items for £15, additional items

Appendix A

	2009/10	2010/11	2011/12	2012/13	2013/14 & ongoing
Bulky waste collection	£5	£5	£5	£5	£5
Material to be delivered to . . .	ECC	ECC	ECC	ECC	ECC
OTHER WASTE COLLECTION? <i>E.g. WEEE</i>	WEEE Goods Including Washing machines Fridge Freezers 3 Items for £15, additional items £5	WEEE Goods Including Washing machines Fridge Freezers 3 Items for £15, additional items £5	WEEE Goods Including Washing machines Fridge Freezers 3 Items for £15, additional items £5	WEEE Goods Including Washing machines Fridge Freezers 3 Items for £15, additional items £5	WEEE Goods Including Washing machines Fridge Freezers 3 Items for £15, additional items £5
Material to be delivered to . . .	Collected by ECC contractor from RDC depot	Collected by ECC contractor from RDC depot	Collected by ECC contractor from RDC depot	Collected by ECC contractor from RDC depot	Collected by ECC contractor from RDC depot
OTHER WASTE COLLECTION Street Cleansing Arisings – Litter and Dog bins across district	No of dog bins 264	No of dog bins 264	No of dog bins 264	No of dog bins 264	No of dog bins 264
Material to be delivered to . . .	landfill	landfill	landfill	landfill	MBT Plant or as directed

Appendix B

**A BRIEFING NOTE PREPARED BY SHARPE PRITCHARD SOLICITORS FOR
THE WASTE COLLECTION AUTHORITIES****Essex Inter Authority Agreement****What is it?**

A binding contract between the WCAs and WDAs in place for approximately 25 years (and extendable thereafter by agreement).

Why is it necessary?

Augments the statutory position which is otherwise vague. Law divides collection and disposal and works well when services are flexible and ad hoc. Statutory position is possibly insufficiently robust to deal with long term arrangements and especially to secure financing in current economic climate.

Confirms and crystallises agreements reached between the WDA and WCA regarding funding, recycling credits and tipping away payments.

Establishes an agreed position to provide a platform for the PPP/PFI. Leaving aside the needs of funders and bidders, it does not serve Council tax payers well to invest in a facility without certainty over its scope.

The IAA replaces any “direction” that may be made by the WDA, such as those under the EPA or the WET Act

What commitments are given by the Parties

Both	<ul style="list-style-type: none"> To work together in good faith and acting reasonably To provide information to each other To agree and subscribe to Joint Municipal Waste Strategy To identify issues and problems early To work to achieve joint targets as far as is possible
WCAs	<ul style="list-style-type: none"> To provide specific reports To comply with SDPs To comply with Baselines To agree and thereafter to comply with contamination protocol Not to change commercial waste strategies without reviewing position with WDA (also sets commercial waste customer disposal a charges) To deliver waste to the relevant delivery points To use reasonable endeavours to secure a market for recyclable material before delivering it the WDA
WDAs	<ul style="list-style-type: none"> To procure the PPP in accordance with market practice and to keep WCAs informed of the position To pay Funding, Tipping Away, Mileage Payments Recycling Credits and Avoided Costs

Appendix B

	<p>To accept Organic and Residual waste at appropriate Delivery Points</p> <p>To bear risk in relation to composition and tonnage fluctuations provided WCA comply with Baselines (sharing that risk with the PPP contractor as far as is possible)</p> <p>To provide WHAT??</p> <p>To enforce maximum vehicle waiting times and pass back to WCAs any deductions</p> <p>To agree contamination protocol</p> <p>To use reasonable endeavours to fund a market for recyclable materials if delivered by WCA</p>
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Remedies

WCA	<p><i>For failure to comply with the SDPs or for changing them without WDA agreement:</i></p> <p>Review and possible withdrawal of funding</p> <p><i>For failure to comply with the Baselines or for changing them without WDA agreement:</i></p> <p>Review and possible withdrawal of funding.</p> <p>Indemnity for breaches of Minimum Tonnages in the PPP or Organic Waste contracts (ie the tonnages that make the facility viable) (not tonnages generally)</p> <p>Indemnity for changes in composition (putting PPP Contractor in no better no worse)</p> <p><i>For delivering contaminated waste</i></p> <p>Indemnify additional costs of disposal</p> <p><i>For failing to roll out the (agreed) organic Waste Service, changing or ending it</i></p> <p>Indemnity for breaches of Minimum Tonnages in the PPP (ie the tonnages that make the facility viable) (not tonnages generally)</p> <p><i>Serious breaches generally</i></p> <p>Termination by WDA and thereby the withdrawal of funding. Liability for WDA breaking the organic waste contracts (now capped at 5 time funding).</p>
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WDA	<p><i>For failure to provide delivery points</i> Tipping away payments Passing through deductions if any available in PPP</p> <p><i>For failure to provide agreed funding</i> Interest on outstanding amounts</p> <p><i>Serious breaches generally</i> Termination by WCA which means WDA would lose benefit of the indemnities above). WCA can also claim the costs of dismantling the service or continuing it for 3 full financial years.</p>
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Principal WCA Benefits

- Non statutory funding (payable even if out turn costs are below the agreed funding, provided excess is spent on recycling services)
- Confirmation of amounts statutory payments
- Contractual liability of WDA to pay: interest payable on default
- Essex provide organic waste disposal facilities
- Possible compensation if waiting times breached
- WDA has right of action for breach of confidentiality and FOI provision
- Helps to facilitate long term waste management arrangements in County and better value for the Council tax payer.
- Claim available against WDA on termination

Principal risks to WCA

- WCA breaches Baseline (or changes it with out WDA agreement). WCA becomes liable for Minimum Tonnages and, in case of PPP contractor, to put the PPP contractor in no better no worse situation. Could be vast sums of money (but, as we say, only relevant if baseline breached or changed and only to extent that the particular WDA caused the problem).
- Payments subject to reporting and auditing. WCA must comply with these and be open in its dealings with WDA
- WDA has right of action for breach of confidentiality and FOI provision
- Contaminated waste is delivered : WCA liable for additional disposal costs
- WCA cannot provide Organic Waste service within its budget (ie funding insufficient). WCA nevertheless committed
- Claim available against WDA on termination

So basically the main risk to the WCA is breaching the Baseline or delivering contaminated waste. If you comply with the Baseline (including rolling out the agreed organic waste services) the risks are fairly limited but the benefits remain.

Appendix B**Questions and Answers****Are we liable for tonnages?**

If you comply with your Baseline, no : even if the waste in fact goes below the Minimum Tonnage. The WDA is taking this risk. If you do breach your Baseline then you are liable for tonnages but only if they go below the Minimum Tonnage.

So, what is the Minimum Tonnage?

This is County wide (so it is the combination of all WCAs not a specific WCA. Breach by one WCA of the Baseline may not therefore breach the Minimum Tonnage and no liability would arise unless the combined effect took the waste below the Minimum). In relation to the PPP, the minimum Tonnage would be settled in the procurement (hence the break clause). In relation to Organic Waste Minimum Tonnages are no more than 70% of the combined WCA forecasts.

Are we WCAs liable to each other?

No

What if more than one WCA breaches or changes their Baseline?

You are only liable to the extent of your own breach (so liability is shared fairly). Of course, there is a cumulative effect and a change you do at one stage may, later, impact with other changes to accrue a liability. At the time a WCA seeks to change or breach its Baseline, the WDA has to tell you of the potential future effect so that you can consider contingent liability in reaching a decision as to whether to implement the change.

When can we assess the impact of the PPP indemnity when we don't yet know the terms of the PPP or PFI?

You can only assess these things when the PPP/PFI has been procured. That is why there is a review of the PPP and the IAA before the PPP/PFI is let whereat the WCAs (or an of them) may terminate in whole or in part. If they do so but the PPP/PFI reflected a standard market position, the WDA may review funding. Otherwise there is no remedy for the WDA if a WCA withdraws.

Does the break clause sever the whole contract?

No. The break clause only applies to the PPP part of the IAA (this is because the organic waste and joint working parts need to continue). This means that if the break clause is operated, the WCAs would no longer be liable indemnify the PPP contractor for breach of the Baselines but would continue to get the funding as long as they comply with SDPs).

Appendix B**Can the SDPs and Baselines be reviewed?**

Yes, at any time. The best time to do so is at an Annual Review but any party can also call for an ad hoc review. Ideally the WDA and WCA would agree to the change but if it is not agreed, the WCA may still implement it but is then potentially in breach of the SDPs and/or Baseline.

The Baseline can, in addition, be reviewed at any time before the PPP contract reaches financial close and (ie before the break clause) and in that circumstance the WDA must try to take the changes into account in the PPP so that there is no consequence to the WCA.

Is our liability capped?

Yes. For breach of the SDPs liability to the WDA is capped at review or withdrawal of funding.

For breach of the Baseline there is no cap except you are not liable for tonnage changes above the Minimum Tonnage. For other effects, you are liable to put the PPP contractor in a no better/no worse position. We cannot quantify this until the PPP is procured: hence the break clause.

For breaches of the Baseline putting the Organic Waste contractors below Minimum Tonnages this is capped at 120% for the gate fee. If a breach of the Baselines results in the WDA having to terminate the organic waste arrangements, liability is now capped at 5 times the revenue funding.

Do we get anything from the WDA or PPP Contractor if a change in the Baselines puts the PPP contractor in a better position?

No

Can we choose to terminate?

Yes at any time. The impact is that the WDA withdraws the funding and obviously you would also be potentially liable for the breach of the Baselines.

How is the IAA Managed?

The IAA will be managed day to day by an officer working group but this must have reference to Members and we have asked that this is made clear. In any event nothing in the IAA effects, reduces or diminishes the rights of Members to make decisions. Members invited to Annual Review.

Appendix B

What if our Organic Waste service is tendered and costs more than we anticipated?

There is an organic waste break clause specifically for this instance but in practice the WDA and WCA would discuss first whether the shortfall can be made up.

Are payments indexed?

Yes – the recycling credits are indexed by 3% each year. Tipping away and the funding for organic waste services are indexed by RPI for first three years and thereafter by an index to be agreed by the parties

Other Matters:

- If a load of recycling waste is rejected by a processor (eg the MRF) and the waste is disposed of as residual waste such processor, the WCA will still be paid a recycling credit but will not otherwise be reimbursed the costs of disposal (this confirms current position).
- IAA sets out how charges for commercial waste are calculated.

Appendix C

Inter-Authority Agreement Funding Offers to Waste Collection Authorities

£000's	2009/10		2010/11		2011/12		Total	
	Revenue	Capital	Revenue	Capital	Revenue	Capital	Revenue	Capital
Basildon*	0	0	475	280	832	0	832	280
Braintree	0	0	0	455	600	0	600	455
Brentwood	0	0	0	290	379	0	379	290
Castle Point	0	0	0	0	550	500	550	500
Chelmsford	0	0	0	0	1,200	500	1,200	500
Colchester	0	0	0	0	0	0	0	0
Epping Forest*	280	500	450	0	450	0	450	500
Harlow*	400	500	580	0	580	0	580	500
Maldon	0	0	0	292	330	0	330	292
Rochford	390	0	390	0	390	0	390	0
Tendring*	0	0	275	205	575	0	575	205
Uttlesford	440		440	0	440	0	440	0
Total	1,510	1,000	2,610	1,522	6,326	1,000	6,326	3,522

Notes:

The capital payments are one-off payments to be made in the year shown, subject to authorities agreeing the terms and conditions set out in the IAA.

The revenue payments are made to some authorities in stages over the next three years with annual payments being cumulative as shown in the total column (authorities denoted by *).

For other authorities, the full revenue payment starts in one year. In financial year 2011/12 all authorities receive their full annual revenue payment allocated for the term of the IAA. These payments are subject to annual review and agreement to the terms and conditions set out in the IAA.

The figures in this appendix do not reflect the indexation of revenue.