

**Recommendations for Amendments to Version 2 of the Draft Annex**  
**7<sup>th</sup> October 2008**

Appendix A
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Reference	Representation by	Query / suggested amendments	Recommendation / observation
1.1 The WDA will use best endeavours to procure sufficient ABPR – complaint capacity such that all WCAs are able to implement district / borough-wide collections of green / kitchen / cardboard waste.	Welwyn Hatfield B.C. (email 29/8/08)	Replace “best endeavours” with “reasonable endeavours”.	That “all reasonable endeavours” replaces “best endeavours” to be consistent with clause 3.2 in the MoU.
	East Hertfordshire D.C. (email 24/9/08)	Add “and appropriate” after sufficient.	That “and appropriate” is added after sufficient.
	Hertsmere B.C. (letter 26/8/08)	Clause needs strengthening to give more accountability for outcome.	That the annex, with the MoU, reflect sufficient accountability at this stage.
1.2 The WDA will continue to provide a network of HWRCs and agree not to change them or undertake other activities which would have a detrimental effect on recycling performance without first consulting the WCAs as provided in	Hertsmere B.C. (letter 26/8/08)	How will consultation be actioned?	That the HWP has appropriate processes in place to ensure adequate consultation in such matters.

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1.3 below.			
1.3 The WDA will continue to involve and consult the WCAs in the preparation of procurement of residual waste treatment facilities. The WDA will take any reasonable comments of the WCAs into account subject to affordability, legal requirements, environmental acceptability, transparency and fairness to the extent that such comments do not conflict with the views of other WCAs.	Hertsmere B.C. (letter 26/8/08)	How will this be managed?	That the Member Advisory Group and Procurement Board, each with WCA's representation, are effective means of ensuring any reasonable comments are taken into account.
2.1 The WCAs will continue to operate those recycling and composting activities which exist as at 1 <sup>st</sup> July 2008 or are proposed and approved at that date and agree not to change them or	East Hertfordshire D.C. (email 24/9/08)	Amend to:- The WCA will use their best endeavours to continue to operate those recycling and composting activities which exist as at 1 <sup>st</sup> July 2008 or are proposed and approved at that date and not to change them or undertake activities which	That a revised clause is agreed:- The WCAs will use all reasonable endeavours to continue to operate those recycling and composting facilities which exist as at 1 <sup>st</sup> July 2008 or are proposed and approved at that date and

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<p>undertake other activities that would have a detrimental effect on the HWP's recycling or composting performance.</p>		<p>would have a detrimental effect on recycling performance without first consulting the WDA. The WCAs will take any reasonable comments of the WDA into account subject to affordability, legal requirements, environmental acceptability, transparency and fairness.</p>	<p>agree not to change them or undertake activities which would have a detrimental effect on the HWP's recycling or composting performance. The WCAs will take any reasonable comments of the WDA into account subject to affordability, legal requirements, environmental acceptability, transparency and fairness.</p>
	<p>St. Albans C + D.C. (email 11/8/08)</p>	<p>This clause may need to be amended to take into account that, while changes may be introduced, they should not be detrimental to overall performance.</p>	<p>That the (revised) clause deals adequately with this point.</p>
<p>2.2 The WCAs will use their best endeavours to implement and operate the relevant action plans agreed in the Hertfordshire Waste Strategy 2007.</p>	<p>Welwyn Hatfield B.C. (email 29/8/08)</p>	<p>Replace "best endeavours" with "reasonable endeavours".</p>	<p>That "all reasonable endeavours" replaces "best endeavours" to be consistent with clause 3.2 in the MoU.</p>
	<p>Hertsmere B.C. (letter 26/8/08)</p>	<p>This clause refers to the WCAs and the Strategy action plans. There is no equivalent clause in the WDA commitments section.</p>	<p>There is no equivalent clause in section 1 because all the principal WDA commitments are described. For completeness, an equivalent</p>

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3. Overall	Hertsmere B.C. (letter 26/8/08)	Why the need for a third section referring to “the HWP” when the HWP itself is a combination of the WDA and 10 WCAs?	clause could be inserted. The purpose of this section is to set the context for further agreements to follow. However, the section could be made more compatible with earlier sections, see below.
3.2 The WCAs will continue to work together and with the WDA acting reasonably and in good faith to reach an agreement similar in structure, content and subject matter to this MoU (an Inter Authority Agreement) to reflect the long term waste contract between the WDA and its selected private sector contractor and the HWP partners mechanisms for discharging their responsibilities under this MoU, the EPA and the WET Act.	St. Albans C + D.C. (email 11/8/08)	This doesn't read as WCAs and the WDA working together.	That a revised clause is agreed as the single clause in the third section:- The WCAs and WDA will continue to work together, acting reasonably and in good faith, to reach an inter-authority agreement reflecting the long term residual waste contract/s between the WDA and its selected supplier/s as well as the responsibilities of all HWP partners set out in the MoU and in legislation such as the Environmental Protection Act and Waste Emissions + Trading Act. That draft clauses 3.1 and 3.3 are deleted and the revised clause above is numbered 3.1.