

Appendix A

(26.01.09)



Dated

2009

Hertfordshire Waste Partnership

**Waste Management
Intermediate
Inter Authority Agreement**

[Draft v4.6 SP 220109]

[final draft following Member briefing on 190109]

SHARPE PRITCHARD[®]

www.sharpepritchard.co.uk

CONTENTS

1. DEFINITIONS AND INTERPRETATION	- 3 -
2. LEGAL CONTEXT AND PURPOSE.....	- 3 -
3. TERM	- 5 -
4. WDA'S RESPONSIBILITIES AND COMMITMENTS.....	- 5 -
5. WCAS' RESPONSIBILITIES AND COMMITMENTS.....	- 5 -
6. PARTNERSHIP WORKING.....	- 5 -
7. WCA BASELINE AND CONTRACT WASTE	- 7 -
8. WASTE DATA AND RECORDS.....	- 8 -
9. DELIVERY POINTS	- 8 -
10. STATUTORY DIRECTIONS AND NOTICES.....	- 8 -
11. COSTS.....	- 9 -
12. MANAGEMENT ARRANGEMENTS.....	- 9 -
13. REVIEW PROCEDURE.....	- 9 -
14. LONG TERM IAA	- 11 -
15. BREACH AND TERMINATION.....	- 11 -
16. DISPUTE RESOLUTION PROCEDURE.....	- 12 -
17. JOINT STATEMENTS AND PUBLICITY	- 13 -
18. CONFIDENTIALITY AND FREEDOM OF INFORMATION	- 13 -
19. NOTICES	- 14 -
20. ENTIRE AGREEMENT.....	- 14 -
21. AMENDMENTS	- 14 -
22. CONTINUING OBLIGATIONS	- 14 -
23. AGENCY	- 14 -
24. ASSIGNMENT	- 15 -
25. WAIVER.....	- 15 -
26. SEVERANCE.....	- 15 -
27. PRECEDENCE	- 15 -
28. RIGHTS OF THIRD PARTIES.....	- 15 -
29. LAW AND JURISDICTION.....	- 15 -
SCHEDULE 1 (DEFINITIONS).....	- 16 -
SCHEDULE 2 (WDA RESPONSIBILITIES AND COMMITMENTS).....	- 21 -
SCHEDULE 3 (WCA RESPONSIBILITIES AND COMMITMENTS).....	- 22 -
SCHEDULE 4 (PARTNERSHIP PRINCIPLES AND OBJECTIVES).....	- 23 -
SCHEDULE 5 (FUNDING).....	- 25 -
SCHEDULE 6 (WCA BASELINE AND WCA RETAINED WASTE).....	- 26 -
SCHEDULE 7 (NOTICES).....	- 31 -

- (G) The WDA intends to publish a contract notice in the Official Journal of the European Union to seek expressions of interest in respect of the PFI Contract using the Competitive Dialogue Procedure.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1. Interpretation

In this IIAA, unless the context otherwise requires capitalised terms shall have the meaning given to them in Schedule 1 (Definitions).

1.2. Interpretation

In this IIAA except where the context otherwise requires:

- 1.2.1. words in the singular include the plural and vice versa;
- 1.2.2. a reference in this IIAA to any clause, sub-clause, paragraph or Schedule is except where it is expressly stated to the contrary, a reference to such clause, sub-clause, paragraph or Schedule of this IIAA;
- 1.2.3. save where stated to the contrary, any reference to this IIAA or to any other document shall include any permitted variation, amendment or supplement to such document;
- 1.2.4. reference to any Legislation or any particular instrument of Legislation by name shall be construed as a reference to the particular Legislation for the time being in force, or as amended or re-enacted by any subsequent Legislation;
- 1.2.5. Clause and Schedule headings are for ease of reference only and shall not affect the spirit or construction of the IIAA;
- 1.2.6. the Schedules to this IIAA all form part of this IIAA and shall have the same force and effect as if expressly set out in the body of this IIAA;
- 1.2.7. in the case of any inconsistency between the provisions of these clauses and the schedules to this IIAA, the clauses of this IIAA shall prevail;
- 1.2.8. subject to any express provisions of this IIAA to the contrary, the obligations of a Party are to be performed at that Party's own cost and expense;
- 1.2.9. this IIAA shall be construed and interpreted as a whole and in the event of any inconsistency or conflict between the provisions of the main body and the Schedules, the main body shall prevail. Schedules 1, 2 and 3 shall prevail to the extent of any conflict or inconsistency between the Schedules.

2. LEGAL CONTEXT AND PURPOSE

2.1. Vires and standing

The WDA and the WCAs have entered into this IIAA in their capacities as a Waste Disposal Authority and Waste Collection Authorities respectively and pursuant to their respective powers under the Environmental Protection Act 1990, the Waste and Emissions Trading Act 2003, Section 111 of the Local

Government Act 1972, Section 2 of the Local Government Act 2000 (Wellbeing Powers) and all other powers enabling them in that behalf.

2.2. **Parties' other statutory functions**

For the avoidance of doubt, the Parties agree, that nothing in this IIAA shall bind or impose on any of them any obligation or in any way limit the exercise of its powers and discretions when any of them are acting in a capacity or discharging any of their functions other than as a WDA or a WCA as the case may be.

2.3. **Role and purpose of this IIAA**

2.3.1. The Parties recognise the need to enter into a legally binding arrangement in connection with the PFI Contract. The Parties have signed the MoU and recognise that in due course they will need to work together to agree a variation to or a replacement of this IIAA reflecting several of the detailed provisions which will in due course be set out in the PFI Contract. However, until the PFI Contract has been finalised, this IIAA must necessarily remain an intermediate step between the non-binding MoU and the Long Term IAA.

2.3.2. The Parties acknowledge that it is important to the robustness of the PFI Procurement that the market appreciates through the existence of this IIAA that the Parties have a comprehensive, thought through and joined up strategic approach to the collection and disposal of Waste in Hertfordshire.

2.3.3. The Parties acknowledge that the ultimate objective of this IIAA is to facilitate the PFI Procurement and the PFI Contract and to develop the joint working arrangements which have so far been achieved by the Parties so that the Parties will continue to work in a constructive and cooperative way as may be required to:

2.3.3.1. achieve the purposes of the JMWMS 2007;

2.3.3.2. enable and not hinder the WDA to successfully procure the PFI Contract; and

2.3.3.3. allow the WDA to meet its obligations under the PFI Contract.

2.3.4. The Parties acknowledge that in order to enable the WDA to prepare its tender documents for the PFI Procurement, it will need to rely on data and projections provided to it by the other Parties to this IIAA. The WDA shall make all requests for any such information through the HWP (Heads of Waste Group) and the WCAs shall use all reasonable endeavours to provide on a timely basis accurate and complete information in response to and in compliance with all such reasonable requests.

2.4. For the avoidance of doubt, this IIAA is intended

2.4.1. to be enforceable between the Parties as provided in this IIAA (for the avoidance of doubt, including but not limited to the provisions of clauses 15 (Breach and Termination) and 16 (Dispute Resolution Procedure);

HWP		Intermediate Inter Authority Agreement
-----	--	--

2.4.2. to cover the arrangements of the Parties as they relate to each other in respect of Recycling Credits, any WET Act separation payments and provides a Dispute Resolution Procedure.

3. **TERM**

3.1. This IIAA and the rights and obligations of the Parties will take effect on the Commencement Date and will continue until the earlier of:

3.1.1. a termination of this IIAA by one or more of the Parties pursuant to the Review Procedure or in accordance with clause 15 (Breach and Termination) (in which circumstance this IIAA shall continue for the other Parties (if any) (one of which must be the WDA));

3.1.2. the third anniversary of the Commencement Date if the PFI Contract has not been entered into on or before that date unless the PFI Procurement and Financial Close is delayed (for reasons including but not limited to planning delay) in which case the term of this IIAA will be extended for the period of such delay (“the Extended Term”) provided always the Extended Term shall be no greater than an additional 2 years unless otherwise agreed by the Parties (making a total term of 5 years from the Commencement Date);

3.1.3. abandonment of the PFI Procurement by the WDA;

3.1.4. the date on which some or all of the Parties (one of which must be the WDA) enter into the Long Term IAA to reflect and implement the WDA’s PFI Contract; and

3.1.5. the date on which the relevant provisions of the EPA and WET Act are amended or repealed or any other enactment is made such that in each case this arrangement is rendered ineffective, inappropriate or unlawful;

3.2. Subject to the terms of this IIAA, the Parties may agree to extend the term of this IIAA and/or to vary it pursuant to the Review Procedure.

3.3. On termination or expiry of this IIAA, the provisions of Part 2 of Schedule 5 (Discretionary Funding) shall cease to have effect and the WDA shall not be bound to make any further discretionary payments pursuant to Part 2 of that Schedule or continue any other arrangement made in accordance with this IIAA.

4. **WDA’S RESPONSIBILITIES AND COMMITMENTS**

4.1. The WDA shall comply with its obligations set out in this IIAA and the responsibilities and commitments identified in Schedule 2.

5. **WCAS’ RESPONSIBILITIES AND COMMITMENTS**

5.1. The WCAs shall each comply with their obligations set out in this IIAA and the responsibilities and commitments identified in Schedule 3.

6. **PARTNERSHIP WORKING**

6.1. The Parties will adopt and act in accordance with the key principles and objectives set out at Schedule 4 (Partnership Principles and Objectives) below.

6.2. The Parties shall act at all times in the spirit of partnership which shall mean that each Party will:

- 6.2.1. act reasonably and work in good faith with the other Parties;
- 6.2.2. consult with the HWP on all waste management service issues and developments;
- 6.2.3. adopt an approach to identifying and resolving problems together rather than taking an adversarial stance;
- 6.2.4. work with the other Parties to achieve the JMWMS 2007 Targets;
- 6.2.5. provide relevant information to the other Parties in a form that is readily usable and in a full and timely manner. Relevant information shall include, without restriction or limitation:
 - 6.2.5.1. details of contractual arrangements (or amendments to existing arrangements) entered into by the Parties in their roles as WCAs or WDA;
 - 6.2.5.2. early warning of potential failure by a Party or its contractor in meeting their obligations under this IIAA;
 - 6.2.5.3. details of actual failure by a Party or its contractor in meeting their obligations under this IIAA;
 - 6.2.5.4. new initiatives, policies or emerging policies relating to the minimisation, collection, Recycling and disposal of Waste;
 - 6.2.5.5. any other information that could reasonably be expected to impact upon this IIAA or the Parties to this IIAA; and
 - 6.2.5.6. details of any external funding opportunities which are available (and where appropriate, the Parties shall work together to submit joint bids for such funding);
- 6.2.6. take all reasonable steps to mitigate any losses arising from a Party's failure under this IIAA;
- 6.2.7. work with the other Parties to:
 - 6.2.7.1. influence behavioural change and to give people the knowledge and resources to take action at school, at work and in the community through Waste related education or awareness issues under appropriate campaigns where possible; and
 - 6.2.7.2. make the strategic planning and development of Waste services as transparent as possible to each other and to the public as a whole; and
 - 6.2.7.3. research, develop and implement detailed proposals to achieve the purposes referred to in clause 6.2.7.1 and 6.2.7.2 above; and
 - 6.2.7.4. develop, implement, support and continue to enhance such schemes as are decided upon and in particular, from time to time to review the JMWMS 2007; and

- 6.2.7.5. explore other appropriate partnership opportunities with both the private and public sectors in the pursuit of these aims and objectives;
- 6.2.8. work together, in a spirit of openness and good faith, to resolve any difficulties openly, quickly and honestly, before any such issues have a negative impact on the operation of this IIAA, the PFI Procurement and/or the PFI Contract.
- 6.3. Any requirement on a Party under this IIAA to act reasonably shall be interpreted in the context of the Parties endeavouring to achieve mutual aims while minimising any detrimental impact on the public purse.

7. **WCA BASELINE AND CONTRACT WASTE**

WCA Baseline

- 7.1. The WCAs have provided a WCA Baseline to the WDA and copies of the first WCA Baseline to apply from the Commencement Date are set out at Schedule 6 (WCA Baseline).
- 7.2. From the Commencement Date until Financial Close the WCA Baseline shall be reviewed annually by the Parties and the review shall follow the procedure set out in clause 13.
- 7.3. The Parties acknowledge that the purpose of the WCA Baseline is not to prevent or restrict the WCAs from undertaking their own Waste minimisation or Recycling schemes in accordance with the JMWMS 2007 but to provide certainty to the WDA for the purpose of the PFI Procurement and the PFI Contract to enable the WDA to procure a Residual Waste Treatment Facility of an appropriate size and design that represents value for money for Hertfordshire's Council Tax payers.
- 7.4. The WCAs agree to effect any Material Change to the WCA Baseline only through the Review Procedure set out in clause 13.

Contract Waste

- 7.5. The WCAs acknowledge and accept that the WDA will be required as part of the PFI Procurement to agree a Guaranteed Minimum Tonnage of Contract Waste to be delivered by the WDA to the PFI Contractor for the duration of the PFI Contract.
- 7.6. The WDA will use reasonable endeavours to negotiate and agree an appropriate Guaranteed Minimum Tonnage taking into account the WCA Baseline and the WDA's forecast Residual Waste tonnages.
- 7.7. The WCAs acknowledge that if the WCAs retain more Waste than set out in the WCA Baseline the result may be that the WDA is unable to achieve the Guaranteed Minimum Tonnage under the PFI Contract. However for the avoidance of doubt, the WDA and not the WCAs shall be liable to deliver the Guaranteed Minimum Tonnage.
- 7.8. The WCAs further acknowledge and accept that the WDA may have to agree as part of the PFI Procurement that the Contract Waste to be delivered to the PFI Contractor shall fall within certain composition parameters (relating to biodegradable content or calorific value or similar measurement). The WDA will use reasonable endeavours to negotiate and agree appropriate composition bands taking into account the WCA Baseline and the Waste to be retained by the WCAs.

HWP		Intermediate Inter Authority Agreement
-----	--	--

7.9. The WCAs acknowledge that if the WCAs retain less Waste than set out in the WCA Baseline or undertake different collection activities than those identified in the WCA Baseline the result may be that the composition of Contract Waste falls outside the agreed composition parameters leading to a claim for compensation by the PFI Contractor against the WDA.

8. **WASTE DATA AND RECORDS**

8.1. Each of the WCAs shall:

8.1.1. enter on Waste Data Flow such information as is requested of them from time to time by the Waste Data Flow Regulator and/or the WDA (acting reasonably);

8.1.2. ensure that all information entered onto Waste Data Flow pursuant to clause 8.1.1 is complete and accurate to the best of the WCA's knowledge and belief;

8.1.3. comply with its obligation under clause 8.1.1 within such reasonable time periods as the WDA may from time to time request, and/or within the prescribed data entry timescales having regard to any statutory or operational time constraints to which the WDA is subject in respect of such data,

and shall provide a copy of such information so submitted to each other Party as soon as reasonably practicable following entry on Waste Data Flow.

8.2. The WCAs agree to provide such information in such format as the WDA may reasonably require in connection with the procurement, preparation, negotiation and closing of the PFI Contract and with the performance of its and/or their obligation under this IIAA or the WDA's obligations under the PFI Contract.

8.3. The Parties agree to provide and share information necessary to monitor and measure any data collection relating to this IIAA.

8.4. Each WCA shall be responsible for providing accurate data and supporting evidence to demonstrate its performance under this IIAA and for keeping records of such matters as the WDA may from time to time require for the purposes of monitoring Waste arisings and Waste management.

8.5. Each WCA shall submit quarterly monitoring reports to the WDA which reports shall include (but not be limited to) the weight of Household Waste collected, the weight of Household Waste removed from the Waste stream through the activities of the WCA and the weight of Household Waste delivered to the WDA.

8.6. The Parties shall ensure that there is a regular reconciliation between any records kept by the WDA and WCAs.

9. **DELIVERY POINTS**

9.1. The WDA will comply with the provisions of Schedule 2 as it relates to Delivery Points.

10. **STATUTORY DIRECTIONS AND NOTICES**

10.1. The Parties acknowledge that this IIAA shall be treated as:

10.1.1. a direction by the WDA under section 51(4) of the EPA, directing the WCAs to deliver the Waste collected by it to the Delivery Points and to separate such Waste before delivery in the manner

HWP		Intermediate Inter Authority Agreement
-----	--	--

agreed and to reflect the provisions of Schedule 6 (WCA Baseline);

10.1.2. a notice under section 48(2) of the EPA that the WCAs intend to retain the Waste identified in Schedule 6 (WCA Baseline) for its own recycling arrangements; and

10.1.3. a notice under section 48(4) of the EPA that the WDA objects to recycling arrangements made by the WCAs other than those identified in this IIAA (WCA Baseline) or agreed pursuant to the terms of this IIAA and the Review Procedure pursuant to clause 13.

10.2. The Parties acknowledge that nothing in this IIAA will prevent them from carrying out their respective statutory duties and responsibilities or unduly restrict the decisions to be made with regard to their respective functions.

11. **COSTS**

11.1. Save as where otherwise provided by this IIAA, or by Legislation, each Party shall bear its own expenses, costs, risks and liabilities arising out of, or pursuant to, the preparation and performance of this IIAA, and the preparation and performance of any proposals or contracts pursuant to it.

12. **MANAGEMENT ARRANGEMENTS**

12.1. The Parties shall meet as the HWP in accordance with the provisions of the MoU.

12.2. The provisions of clauses 6 (Membership and Voting), 7 (Meetings and Chairing), 8 (Director's Group), 9 (Business Plan) and 10 (Standing Conference) of the MoU shall continue to apply to the management of this IIAA.

13. **REVIEW PROCEDURE**

Reviews Generally

13.1. Any Party shall be entitled to call for a review of this IIAA to consider:

13.1.1. Material Changes to the WCA Baseline;

13.1.2. variations to this IIAA;

13.1.3. termination in whole or in part and for one Party or all of them ("a Review").

13.2. A Review shall be called by the Parties referred to in 13.1 on notice in writing ("a Review Notice") to the other Parties setting out in detail and (if necessary providing evidence) of

13.2.1. the nature of the Review;

13.2.2. the reasons for it;

13.2.3. the proposed action and/or solution;

13.2.4. the Party or Parties potentially affected;

13.2.5. how the proposed solution could or should be implemented.

13.3. The Parties shall meet to discuss and carry out a Review, agree actions (or to agree an action plan leading to a decision and subsequent action (if any) to implement the decision) within two months (or such other period as the

Parties agree is appropriate in the circumstances) of the Review Notice having been served on all the other Parties. Following such Review meeting the Parties shall implement the action plan (or actions as the case may be) in accordance with the agreed timetable.

- 13.4. All Parties shall be issued with any Review Notice and shall be entitled to participate in any Review unless the relevant WCA and the WDA acting reasonably determine that the Review applies only to them; and
- 13.4.1. will not affect any other Party; and
- 13.4.2. is not relevant to any other Party; and
- 13.4.3. the issues in question do not similarly apply to any other Party.

Periodic Reviews

- 13.5. Notwithstanding the Review Procedure described above, every year the Parties shall meet to discuss the issues arising from this IIAA including its strengths, weaknesses and successes ("the Periodic Review").
- 13.6. Where possible Periodic Reviews shall be programmed to suit each Party's political cycle and shall be brought forward or postponed a reasonable time to allow for elections and any new Members to be in situ.
- 13.7. At least two months prior to each Periodic Review each Party shall submit to the others a written review setting out any issues that that Party wishes to discuss at the Periodic Review, the reasons why and (where appropriate) suggested solutions. The written review should be in sufficient detail for the other Parties to give proper consideration and discuss the contents so that it is able to attend the Periodic Review fully conversant with the issues.

Provisions relevant to General and Periodic Reviews

- 13.8. The Parties shall take part in Reviews or Periodic Reviews and participate in good faith, acting fairly, reasonably and in the spirit of partnership set out in clause 6.2 above and having regard to each others' budgets and resources. The test of reasonableness shall also be applied having regard to the Parties' respective obligations to consult any contractor it may have appointed in relation to a waste management service and, in the case of the WDA, on any matter which might affect the PFI Procurement, the PFI Contract or any of its existing contractual commitments.
- 13.9. No Party shall be required to agree to any amendment or variation to this IIAA (including for the avoidance of doubt to Schedule 6 (WCA Baseline), or (subject to clause 15.2 (Termination on notice)) to any termination of this IIAA as a result of a Review but shall always act reasonably and promptly and in the spirit of partnership described in clause 6.2.
- 13.10. As a result of a Review the Parties may agree to vary this IIAA by way of a Deed of Variation or to terminate it in whole or in part.
- 13.11. Where the Parties are unable to agree with the actions to be implemented following a Review, the Parties shall refer to the Dispute Resolution Procedure as further described in clause 16.

Emergency Reviews and Excusing Causes

- 13.12. The two month notice period provided in clause 13.3 may be reduced by an appropriate time if the Party issuing the Review Notice reasonably considers the Review is urgent and states its reasons on the face of the Review Notice.

HWP		Intermediate Inter Authority Agreement
-----	--	--

13.13. Further, in the event that a Party is subject to an Excusing Cause and is unable to comply with the provisions of this clause 13 despite using its reasonable endeavours to do so the Party shall to that extent be relieved of its liability for breach of this IIAA.

14. **LONG TERM IAA**

14.1. The Parties acknowledge and accept that the Long Term IAA will need to be in place by Financial Close to give certainty to the Parties and the PFI Contractor.

14.2. The Parties will work together during the PFI Procurement acting reasonably and in good faith to reach an agreement on the Long Term IAA.

14.3. The Parties agree that the Long Term IAA will be similar in structure, content and subject matter to this IIAA but will be amended as appropriate and reasonable to reflect inter alia the PFI Contract and the Parties' mechanisms for discharging their responsibilities under the EPA and the WET Act.

14.4. It is acknowledged by the Parties that the Long Term IAA will be intended to continue (subject to changes and termination in accordance with its terms) for the same period as the PFI Contract which will have at least a 25 year term.

14.5. For the avoidance of doubt but without prejudice to the provisions of clauses 14.1, 14.2 and 14.3, no Party shall be in breach of this IIAA or liable to one another under the terms of this IIAA if the Long Term IAA is not agreed by Financial Close.

15. **BREACH AND TERMINATION**

15.1. Each Party shall use all its reasonable endeavours not to put any other Party in breach of its statutory obligations, any contractual obligations and/or obligations pursuant to this IIAA.

15.2. Notwithstanding clause 15.1 and subject to the provisions of clause 15.6 (Consequences of termination):

15.3. **Termination on notice (no breach)**

15.3.1. If any Party wishes to terminate the IIAA in respect of itself (or in the case of the WDA terminate the IIAA in whole) the relevant Party must serve a termination notice on the other Parties confirming its intention to terminate on notice.

15.3.2. If a termination notice is served pursuant to clause 15.3.1, the IIAA shall terminate in respect of the Party serving the termination notice (the "Terminating Party") on the day falling 6 months after the date the termination notice was served pursuant to clause 15.3.1 above.

15.3.3. On termination of this IIAA on notice pursuant to this clause 15.3 the Terminating Party shall not be liable to any other Party for any losses suffered as a result of or arising from the termination.

15.3.4. For the avoidance of doubt, no Party may terminate on notice pursuant to this clause 15.3 if that Party is in breach of its obligations under this IIAA such that any other Party would be entitled to terminate for breach pursuant to clause 15.4 or 15.5 as applicable.

15.4. WDA breach

- 15.4.1. If the WDA is in breach of its obligations under this IIAA and a WCA wishes to terminate this IIAA in respect of itself, it must serve a termination notice on the WDA within 30 days of becoming aware of the WDA breach.
- 15.4.2. The termination notice must specify the nature of the WDA breach which has occurred entitling the WCA to terminate.
- 15.4.3. The IIAA shall terminate in respect of the Terminating Party on the day falling 60 days after the date the WDA receives the termination notice, unless the WDA rectifies the breach within 30 days of receipt of the termination notice.
- 15.4.4. On a termination of this IIAA for WDA breach the Terminating Party shall be entitled to any remedy available to it (under this contract, in common law or otherwise) on the basis that the WDA has committed a breach of this IIAA.

15.5. WCA breach

- 15.5.1. If a WCA is in breach of its obligations under this IIAA and the WDA wishes to terminate the IIAA in respect of the relevant WCA, the WDA must serve a termination notice on the relevant WCA within 30 days of becoming aware of the WCA breach.
- 15.5.2. The termination notice must specify the nature of WCA breach which has occurred entitling the WDA to terminate.
- 15.5.3. The IIAA shall terminate in respect of the relevant WCA on the day falling 60 days after the date the relevant WCA receives the termination notice, unless the WCA rectifies the WCA breach within 30 days of receipt of the termination notice.
- 15.5.4. On a termination of this IIAA for a WCA breach the WDA shall be entitled to any remedy available to it (under this contract, in common law or otherwise) on the basis that the relevant WCA has committed a breach of this IIAA.

15.6. Consequences of termination

- 15.6.1. To the extent that a WDA or a WCA breach results from circumstances which are beyond the reasonable resources or the reasonable ability of the Party in breach to control, the Party in breach shall to that extent be relieved of its liability under clause 15.4.4 or 15.5.4 as applicable.
- 15.6.2. On a termination of this IIAA:
- 15.6.2.1. by any WCA, the IIAA will continue in respect of the WDA and the remaining WCAs;
- 15.6.2.2. by the WDA, the IIAA will terminate in whole;
- 15.6.2.3. the provisions of clause 3.3 shall apply save that (in the case of clause 15.6.2.1) clause 3.3. shall apply in respect of the Terminating Party only.

16. DISPUTE RESOLUTION PROCEDURE

- 16.1. This Dispute Resolution Procedure shall be engaged and operated by the Parties in the spirit of partnering set out in this IIAA.

HWP		Intermediate Inter Authority Agreement
-----	--	--

- 16.2. For the avoidance of doubt, this Dispute Resolution Procedure is intended by the Parties to comply with and augment the provisions of the WET Act relating to arbitration.
- 16.3. Any disagreement or dispute concerning this IIAA shall be first referred to a meeting of each of the Parties who is involved in the disagreement or dispute who shall enter into good faith negotiations to resolve the matter.
- 16.4. In the event that the disagreement or dispute is not resolved within a reasonable period of the Parties in clause 16.3 above taking the action set out in clause 16.3 above, the disagreement or dispute shall be referred
 - 16.4.1. to a joint meeting with the Hertfordshire Leaders and the Chief Executives Group of each of the Parties involved; and/or
 - 16.4.2. to the HWP
 who shall all enter into good faith negotiations to resolve the matter.
- 16.5. In the event that on the expiry of the period of 28 days from the date of the referral under clause 16.4 above or such longer period as the Parties may agree the dispute remains unresolved it shall be referred to a mediator appointed by the Centre of Effective Dispute Resolution (“the Mediator”).
- 16.6. The Mediator shall determine the rules and procedures by which the mediation shall be conducted save that:
 - 16.6.1. each Party shall be entitled to make a written statement of its case to the Mediator prior to the commencement of the mediation provided that such statement shall be provided to the Mediator not less than 14 days or such other period as may be agreed by the Mediator before the mediation is to commence; and
 - 16.6.2. within 14 days of the conclusion of the mediation the Mediator shall provide a written report to the Parties which report shall set out the nature of the dispute and the nature of its resolution if any.
- 16.7. The Mediator shall be entitled to be paid his reasonable fee which the Parties to the dispute shall pay in equal shares.
- 16.8. No Party shall be entitled to commence litigation or arbitration proceedings until the completion of the mediation in accordance with this clause 16.

17. JOINT STATEMENTS AND PUBLICITY

- 17.1. The HWP shall adopt a press and public relations protocol from time to time. The Parties shall use reasonable endeavours to secure implementation of such protocol.
- 17.2. The Parties shall use reasonable endeavours to consult with each other before making any public statement or issuing any press release or publishing any other public document relating to, connected with or arising out of this IIAA, or the PFI Contract.

18. CONFIDENTIALITY AND FREEDOM OF INFORMATION

- 18.1. The Parties agree as a general principle to the free exchange of information, but (subject always to clause 18.3) to keep commercially sensitive information confidential and to use it solely for the purpose of this IIAA.
- 18.2. The Parties will respect each other’s rights and obligations with respect to confidential or privileged information or expressions of opinion.

HWP		Intermediate Inter Authority Agreement
-----	--	--

18.3. The Parties acknowledge that as public authorities they may receive requests for information relating to this IIAA which, but for any right to claim exemption, they will be obliged to disclose under the Freedom of information Act 2000 or Environmental Information Regulations 2004.

18.4. The Parties shall comply with the provisions of the Data Protection Act 1998.

19. **NOTICES**

19.1. No notice required to be served upon any of the Parties under this IIAA shall be valid or effective unless it is in writing and shall be served either:

19.1.1. by delivering the notice by hand to that Party at the relevant address set out in Schedule 7 (Notices) below; or

19.1.2. to such other name and address as that Party may notify the other Parties in writing, and the notice shall be deemed to have been duly served at the time it is so delivered provided a receipt is obtained; or

19.1.3. by posting the notice in a pre paid envelope sent by recorded delivery and addressed to that Party at the relevant address set out in Schedule 7 (Notices) below.

20. **ENTIRE AGREEMENT**

20.1. Except where expressly provided in this IIAA, this IIAA constitutes the entire agreement between the Parties in connection with its subject matter and, in the absence of fraud, supersedes all prior representations, communications, negotiations and understandings concerning the subject matter of this IIAA.

20.2. The Parties acknowledge that they have not entered into this IIAA on the basis of any representation that is not expressly incorporated into this IIAA.

20.3. Without limiting the generality of the foregoing, no Party shall have any remedy in respect of any untrue statement made to him upon which he may have relied in entering into this IIAA, and a Party's only remedy is for breach of contract. Nothing in this IIAA purports to exclude liability for any fraudulent statement or act.

21. **AMENDMENTS**

Following the execution of this IIAA, no amendment or variation to this IIAA shall be effective unless it is in writing and signed by a representative of each Party duly authorised (and notified to each Party) for that purpose.

22. **CONTINUING OBLIGATIONS**

22.1. Save as otherwise expressly provided for in this IIAA expiry or termination of this IIAA shall not affect the continuing rights of the Parties under clauses 15 (Breach and termination), 16 (Dispute Resolution Procedure), 18 (Confidentiality and Freedom of Information), 19 (Notices), 20 (Entire Agreement), this clause 22 (Continuing Obligations), 25 (Waiver), 26. (Severance), 27 (Precedence), 28 (Rights of Third Parties), 29 (Law and Jurisdiction).

23. **AGENCY**

Nothing in this IIAA shall constitute a legal partnership or agency between the Parties.

24. ASSIGNMENT

24.1. This IIAA is personal to the Parties and the rights and/or obligations under this IIAA shall not be assigned, novated or otherwise transferred to any person other than:

24.1.1. to a successor body following a reorganisation within government or to a body which substantially performs any of the functions that previously had been performed by the affected Party. The Parties shall enter into such agreement and/or deed as may reasonably be required to give effect to such assignment, novation or transfer; and

24.1.2. the WDA may discharge its obligations set out in Schedule 2 in this IIAA through the PFI Contractor, under the PFI Contract or related documents.

25. WAIVER

Failure by one Party to enforce the provisions of this IIAA or to require performance by another Party of any of the provisions contained in this IIAA shall not constitute or be construed as a waiver of or as creating an estoppel in connection with any such provision and shall not affect the validity of this IIAA or any part thereof or the right of the former Party to enforce any provision in accordance with its terms.

26. SEVERANCE

If any term, condition or provision of this IIAA shall be held to be invalid, unlawful or unenforceable to any extent by a Court of competent jurisdiction, such term, condition or provision shall be severed and shall not affect the validity, legality and enforceability of the other provisions of or any other documents referred to in this IIAA.

27. PRECEDENCE

To the extent that there is any conflict between the terms of this IIAA and the MoU then this IIAA shall prevail.

28. RIGHTS OF THIRD PARTIES

The Parties agree that this IIAA shall not be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999 and any rights contained therein are excluded.

29. LAW AND JURISDICTION

29.1. This IIAA shall be governed by and construed in all respects in accordance with the laws of England and Wales.

29.2. Subject to clause 16 (Dispute Resolution), the English courts shall have exclusive jurisdiction to settle any disputes that may arise out of or in connection with this IIAA.

HWP		Intermediate Inter Authority Agreement
-----	--	--

Schedule 1 (Definitions)

Alternative Financial Model		means the alternative financial model to incentivise reduction of Residual Waste delivered for disposal to the WDA agreed by the HWP on 30 th October 2007 as further described in Part 2 of Schedule 5 (Funding). The Alternative Financial Model is in the form of a Microsoft excel model;
Best Value		Best Value places a duty on local authorities to deliver services (including waste collection and waste disposal management) to clear standards, covering both cost and quality, by the most effective, economic and efficient means available;
Bidders		means tenders in the PFI Procurement;
Centre of Effective Dispute Resolution		means the alternative dispute resolution body known as CEDR located at Centre for Effective Dispute Resolution, International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y 1EU, United Kingdom;
Commencement Date		means <i>[the date of this IIAA]</i> ;
Commercial Waste		shall have the meaning given to it in Section 75(7) of the EPA;
Competitive Procedure	Dialogue	means the competitive dialogue procedure pursuant to the Public Contracts Regulations 2006;
Composting		means a biological process in which biodegradable wastes, such as garden and kitchen wastes, are decomposed in the presence of air to produce a stable compost or soil conditioner;
Contingency Delivery Point		means a Delivery Point which is intended to be used by the PFI Contractor when Delivery Points are unable to accept Contract Waste in circumstances specified in the PFI Contract;
Contract Waste		means the Waste that the WDA will be obliged to deliver to the PFI Contractor which shall include all Municipal Waste less WCA Retained Waste;
Delivery Points		means a facility, site or transfer station, which is nominated by the WDA and licensed to receive Residual Waste. As the context requires reference to Delivery Points in this IIAA includes Existing Delivery Points, Delivery Points and/or Contingency Delivery Points;
Direction		means a direction made by the WDA under section 51(4) of the EPA, in which the WDA directs the WCAs to deliver Waste to a Delivery Point, or in respect of recycling, or the separation of Waste;

HWP		Intermediate Inter Authority Agreement
-----	--	--

Dispute Resolution Procedure	the mechanism set out at clause 16;
EPA	the Environmental Protection Act 1990;
Excusing Cause	means either (i) an event that causes a fundamental and instant change to a Party's constitution; and/or (ii) a budgetary crisis such event or crisis rendering the provisions of clause 13 impossible to comply with or perform;
Existing Delivery Points	means the Delivery Points which are existing and in use at the time of entering into this IIAA and replacement Delivery Points from time to time procured through the PFI Contract or WDA Procurements;
Facilities	means Delivery Points or waste management treatment facilities procured by the WDA for the reception, handling or treatment of Waste and/or other facilities to which the WCAs may be directed to deliver Waste from time to time;
Financial Close	means the date the PFI Contractor enters into the PFI Contract with the WDA;
Food Waste	means biodegradable waste derived from food materials including but not limited to vegetable peelings, meat scraps, excess or spoiled prepared food, and other discards from domestic kitchens;
Green Waste	means biodegradable waste such as vegetation and plant matter (includes the yard trimmings, leaves, shrubs, plants, grass, street trees, or tree trunks, park trees or tree trunks etc.) from household gardens, local authority parks and gardens, and commercial landscape gardens;
Guaranteed Tonnage	Minimum means a guarantee given by the WDA to the PFI Contractor that the WDA will deliver at least that minimum tonnage of Residual Waste for the duration of the PFI Contract;
Heads of Waste Group	means the group entitled Heads of Waste Group comprising the officers from each Party holding that office;
Hertfordshire Leaders and the Chief Executives Group	means the group entitled Hertfordshire Leaders and the Chief Executives Group comprising the lead Members and Chief Executive officers from each Party;
Household Waste	means as defined under Section 75(5) of the EPA;
HWP	means the Hertfordshire Waste Partnership and is the partnership which the Parties have signed up to for the delivery of the JMWMS 2007;

HWP		Intermediate Inter Authority Agreement
-----	--	--

HWRC means a household waste recycling centre established and operated by or on behalf of the WDA pursuant to Section 51 (1)(b) of the EPA;

IIAA this Intermediate Inter Authority Agreement together with its Schedules;

Industrial Waste means as defined under Section 75(6) of the EPA;

JMWMS 2007 means the Joint Municipal Waste Management Strategy agreed by the Parties in 2007 from time to time or successor strategies of a similar nature;

JMWMS 2007 Targets mean the targets identified and agreed by the Parties in the JMWMS 2007;

Landfill has the meaning attributed to it by section 65(1) of the Finance Act 1996 and “Landfilled”, “Landfilling” and “Landfill Site” shall be interpreted accordingly;

Legislation means any Act of Parliament or subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, any exercise of the Royal Prerogative, and any enforceable community right within the meaning of section 2 of the European Communities Act 1972, in each case in the United Kingdom;

Long Term IAA means a revised version of this IIAA as described in clause 14;

Material Change means a change that has a substantial adverse effect on:

- a) the JMWMS 2007; and/or
- b) the statutory or contractual obligations of the WDA or any WCA and/or;
- c) the PFI Procurement.

For the avoidance of doubt, the Parties agree that any change that does not have such an effect will not be treated as a Material Change. For the further avoidance of doubt, changes that the Parties consider would not be Material Changes include but are not limited to a change in residual domestic collection arrangements such as a change from weekly to alternative weekly collection, sacks or wheelie bins;

MoU means the memorandum of understanding entered into by the Parties on 21st October 2008;

Municipal Waste means Waste which by virtue of Legislation a local authority has a statutory duty to collect or power to collect (and in fact collects), including (without limitation) Household Waste, Commercial Waste, fly tips and street cleansing arisings but excluding Industrial Waste unless all

HWP		Intermediate Inter Authority Agreement
-----	--	--

	the Parties agree otherwise;
OBC	means the WDA's Outline Business Case to Defra for PFI Credits;
Party or Parties	means a party or parties to this IIAA;
PFI	means the Government's Private Finance Initiative;
PFI Contract	means a long term PFI or PPP (public private partnership) contract to be entered into by the WDA for the provision of Residual Waste management services;
PFI Contractor	means the contractor appointed by the WDA under the PFI Contract;
PFI Procurement	means the procurement process for the PFI Contract and (as the context requires) any other associated WDA Procurements;
Recycling	means the collection and separation of materials from waste and subsequent processing to produce marketable products
Recycling Credits	means section 52 of the Environmental Protection Act 1990 (EPA 1990) as amended by section 49 of the Clean Neighbourhoods and Environment Act 2005 (CNEA 2005) and with the Environmental Protection (Waste Recycling Payments) (England) Regulations 2006 (the 2006 Regulations);
Residual Waste	means that Waste which remains after reuse, Recycling and Composting and as directed by the WDA;
Residual Waste Treatment Facility	means the facility or facilities procured through the PFI Procurement;
Review	the process described in clause 13
Review Procedure	the procedure set out at clause 13;
Schedule	means a schedule to this IIAA
Waste	means Household Waste, Commercial Waste, Industrial Waste as defined in Section 75 of the EPA;
Waste Collection Authority or WCA	means a waste collection authority pursuant to section 30(3) of the EPA, and for the purposes of this IIAA means Broxbourne Borough Council, Dacorum Borough Council, East Herts Council, Hertsmere Borough Council, North Hertfordshire District Council, St Albans City and District Council, Stevenage Borough Council, Three Rivers District Council, Watford Borough Council and Welwyn Hatfield Borough Council;

HWP		Intermediate Inter Authority Agreement
-----	--	--

Waste Data Flow	means the online "Waste Data Flow" system (www.wastedataflow.org) established by Defra for the collation of the information returns which Waste Disposal Authorities are obliged to make pursuant to Regulation 12 of the Landfill Allowances and Trading Scheme (England) Regulations 2004, or such system of reporting as may from time to time replace it;
Waste Data Flow Regulator	means the person appointed by Defra to manage the operation of Waste Data Flow;
Waste Disposal Authority or WDA	means a waste disposal authority pursuant to section 30(2) of the EPA and for the purposes of this IIAA means Hertfordshire County Council;
Waste Strategy for England 2007	means the Government's National Waste Strategy for England 2007 issued by the Secretary of State pursuant to the Environment Protection Act 1990;
WCA Baseline	means the baseline of WCA collection activities and WCA Retained Waste as defined in Schedule 6 (WCA Baseline)
WCA Retained Waste	means Waste identified in the WCA Baseline to be retained by the WCAs for their own Recycling pursuant to section 48(2) of the EPA;
WDA Procurements	means any procurement processes undertaken by the WDA in respect of waste management services in addition to the PFI Procurement to include but not be limited to <ul style="list-style-type: none"> a) an interim Residual Waste procurement to secure Landfill capacity and/or capacity in diversion facility(ies) before the Residual Waste Treatment Facility is completed, b) any procurement to secure transfer and/or transport arrangements and infrastructure to support the Residual Waste Treatment PFI;
WET Act	the Waste Emissions Trading Act 2003.

Schedule 2 (WDA responsibilities and commitments)Statutory duties and commitments

1. The WDA has and will retain the responsibility for the disposal of Municipal Waste delivered by the WCAs to the Delivery Points or by members of the public to the HWRCs.
2. The WDA will continue to provide and maintain the network of HWRCs within its administrative area and agrees not to change them or undertake other activities which would have a detrimental effect on recycling performance without first consulting and considering the views of the WCAs.

Delivery Points

3. WDA shall use reasonable endeavours to procure suitable Delivery Points for the reasonable needs of the WCAs.
4. During the PFI Procurement, the WDA will seek proposals from Bidders for the provision of Delivery Points and Contingency Delivery Points.

PFI Procurement

5. The WDA shall use reasonable endeavours to procure services and Facilities with the aim of avoiding LATS liabilities and to meet the targets in the Waste Strategy for England 2007 for Landfill.
6. The WDA will continue to involve and consult the WCAs in the preparation of PFI Procurement. The WDA will take any reasonable comments of the WCAs into account subject to affordability, legal requirements, environmental acceptability, transparency and fairness and to the extent that such comments do not conflict with the views of other WCAs.
7. The WDA shall have overall control of the PFI Procurement and the Competitive Dialogue Procedure but shall consult and take on board the views of the WCAs in respect of the following matters:
 - a. the development of the requirements for the Facilities such as but not limited to the type of Facility, its capacity, composition parameters;
 - b. the content of the specification for the Facilities, including the Recycling and recovery targets for the Facilities and for the PFI Contract;
 - c. the location of each Delivery Point or the Facilities, required opening hours, turnaround times at Delivery Points and the content of any standards relating to the Delivery Points or Facilities;
 - d. specification of contamination that will not be accepted by the Facilities and the acceptance and rejection procedures for Contract Waste and any contamination or contaminated loads;
 - e. the mileage deductions to be levied against the PFI Contractor in the event that a WCA is required to deliver Waste to a Contingency Delivery Point.
8. The WDA shall negotiate in good faith with Bidders during the Competitive Dialogue Procedure and consult with the WCAs as provided in 6 above.

Funding

9. The WDA shall make the payments set out in and in accordance with and subject to Schedule 5 (Funding)

Schedule 3 (WCA responsibilities and commitments)

1. The WCAs have and will retain the responsibility for the collection of all Municipal Waste within their own administrative area.
2. The WCAs will use all reasonable endeavours to implement and operate the relevant action plans agreed in the JMWMS 2007.
3. The WCAs will continue to involve and consult each other and the WDA in the preparation of procurement of waste collection, recycling and re-use facilities and services.
4. The method and frequency of the chosen collection system shall remain the responsibility of each WCA. However, the WCAs agree to work together and with the WDA using all their reasonable endeavours through this IIAA and the HWP to deliver the JMWMS 2007 in accordance with this IIAA including Schedule 6 (WCA Baseline), subject to clause 7 (WCA Baseline) and clause 13 (Review) and in a way that does not adversely affect:
 - a. the JMWMS 2007;
 - b. the statutory or contractual obligations of the WDA;
 - c. the PFI Procurement.
5. The WCAs shall not and shall ensure that their collection contractors do not damage any Facilities or part thereof.

Schedule 4 (Partnership Principles and Objectives)**PARTNERSHIP PRINCIPLES**

1. The effective delivery of the JMWMS 2007;
2. To take actions and make decisions as to what to recommend to individual Parties on the basis of what is in the best interests of all Council Tax payers and the implications for individual Parties within the geographical area of Hertfordshire, and take into account what is fair and equitable for each Party;
3. That for financial, efficiency, effectiveness and economies of scale purposes the Parties accept the need to: -
 - 3.1. work together on the development of waste disposal, waste collection and waste minimisation and reuse/recycling strategies in accordance with the JMWMS 2007;
 - 3.2. collectively monitor the effectiveness of the strategies;
 - 3.3. collectively review the options for the future delivery of services to meet the aims and objectives of these strategies;
4. To work together in a spirit of mutual trust, support and respect, and to ensure that when difficulties or differences of opinion arise they are addressed quickly, honestly and openly, if necessary by holding a joint meeting, with the Hertfordshire Leaders and Chief Executives' Group;
5. To share the costs and work involved in achieving these partnership principles and objectives in a fair and equitable manner.
6. Each of the Parties agree not to enter into any new arrangements relating to waste collection, treatment, recycling or disposal arrangements without prior consultation with the HWP. As existing contracts expire, new arrangements and contracts will where practicable be let for periods which harmonise with the JMWMS 2007 to enable the development of integrated waste management systems.

OBJECTIVES

1. To enable the Parties to work together to manage municipal waste within Hertfordshire in the most efficient, effective, cost-effective and sustainable manner.
2. To research the options for a "Joint Decision Body" with executive decision-making powers. To recommend to the Parties a preferred option for such a body and the extent of the executive decision-making powers which will be incorporated into the proposed constitution of such a body.
3. To explore options for working with other bodies on waste management where there would be benefits to the HWP.
4. To develop a long term vision and influence long term land-use planning for waste as a resource in Hertfordshire.
5. To keep under review the JMWMS 2007 and individual implementation plans for consideration and adoption by the Parties and to monitor their implementation and effectiveness.
6. To investigate options for the future procurement and delivery of municipal waste collection, disposal, recycling, minimisation and reuse services, including an examination of the opportunities for continued involvement of the existing in-house providers employed by any Party.
7. To consider options for the joint funding of existing and future countywide initiatives, including budgetary provision and financial apportionment between Parties.

HWP		Intermediate Inter Authority Agreement
-----	--	--

8. Through the WasteAware campaign, to increase awareness of waste as a resource and to interact with other stakeholders to promote waste minimisation and achieve an economically, environmentally and socially sustainable programme of gaining value from waste.
9. To work with, and support as appropriate, statutory agencies, non-governmental organisations (NGOs), commercial enterprises of all sizes, business, scientific, commercial and voluntary/not for profit organisations and other bodies who are in pursuit of developing, supporting and influencing the future direction of sustainable waste/resource management.
10. To consider and evaluate, where appropriate, processes to manage waste from commercial sources from within Hertfordshire if commensurate benefits accrue to Hertfordshire residents and if it contributes to the overall environmental, social or economic well-being of Hertfordshire.
11. In all of its considerations and recommendations, to be bound by the principles of Best Value and to maximise the opportunities under the power to promote the environmental, social and economic well-being in all matters related to waste/resource management and to support the development of future proposals for inclusion in community strategies.
12. To consider and make recommendations in respect of any other activities in accordance within the general scope of responsibility which continues to promote, develop or secure the role of the HWP and resource management to the benefit of all Hertfordshire residents, due regard should be given to the long term effects and impact of that decision upon the Council Tax payers as a whole and the impact upon the integrated waste management approach.

DRAFT

HWP		Intermediate Inter Authority Agreement
-----	--	--

Schedule 5 (Funding)

Part 1 Statutory Funding

1. As part of its statutory obligations pursuant to the EPA, the WDA shall be responsible for paying the unitary charge payments to the PFI Contractor pursuant to the PFI Contract.
2. The WDA will pay to the WCAs Recycling Credits at the statutory minimum level for all Household Waste that the WCAs separate for Recycling, retain and make their own arrangements for Recycling/reprocessing. For the avoidance of doubt, the WDA shall not pay Recycling Credits where Household Waste is collected by the WCAs for Recycling but the WCA does not retain the Household Waste for Recycling/reprocessing but rather delivers it to the WDA to send for Recycling/reprocessing.

Part 2 Discretionary Funding

3. The WDA will continue to make Waste Capital Infrastructure Grant payments to the WCAs under the terms agreed by the HWP on 21st April 2008 until otherwise agreed in accordance with this IIAA.
4. In addition to the Recycling Credits payable in accordance with 2 above, the WDA shall also make payments to each WCA in the form of a reward for the WCA's achievement of specific Residual Waste targets in accordance with the Alternative Financial Model.

DRAFT

HWP		Intermediate Inter Authority Agreement
-----	--	--

Schedule 6 (WCA Baseline and WCA Retained Waste)

Purpose

1. The purpose of this Schedule 6 is to set and define at the Commencement Date and for the purposes of the PFI Procurement and the PFI Contract (subject to amendment in accordance with the terms of this IIAA)
 - a. the Waste to be retained by the WCAs (“WCA Retained Waste”) (i.e. such Waste is in fact withheld by the WCAs for their own Recycling and will not be delivered to the Delivery Points for handling by the WDA and/or the PFI Contractor); and
 - b. to provide a definition of current waste collection arrangements in respect of both WCA Retained Waste and Contract Waste as described in the tables attached to this Schedule 6
2. The WCA Retained Waste and WCA Baseline shall be updated following any Review and by the Parties annually on 1st July to provide an on-going audit trail of WCA Retained Waste, WCA activities and collection arrangements.

DRAFT

WCA Retained Waste

Table 1 Material collected at recycling bring banks

Number of sites	Broxbourne Borough Council	Dacorum Borough Council	East Herts Council	Hertsmere Borough Council	North Hertfordshire District Council	St Albans City and District Council	Stevenage Borough Council	Three Rivers District Council	Watford Borough Council	Welwyn Hatfield Borough Council	Herts County Council
Paper /Card	28	23	29	13	13	17	19	6	6	21	19
Glass	26	30	30	15	19	18	19	10	6	23	19
Cans	25	24	28	14	17	17	22		5	19	19
Plastics	17	22	7		16	10			1	16	18
Foil											19
Tetrapak			7	5	8	5			4		5
Textiles	20	9		8	14	11	13		4	12	19
Other	2					1	4		1		See notes

Notes :- All 19 HWRCs recycle: metal, wood, WEEE, car batteries, tyres, and engine oil. 18 HWRCs recycle domestic batteries. Trials are now in place for recycling of rigid plastics at 13 HWRCs and cooking oil from 3 HWRCs.

Table 2 Material collected by kerbside recycling schemes

	Broxbourne Borough Council	Dacorum Borough Council	East Herts Council	Hertsmere Borough Council	North Hertfordshire District Council	St Albans City and District Council	Stevenage Borough Council	Three Rivers District Council	Watford Borough Council	Welwyn Hatfield Borough Council
Frequency	Fortnightly	Weekly	Fortnightly	Fortnightly	Fortnightly	Fortnightly	Weekly	Fortnightly	Fortnightly	Fortnightly
Container	Kerbside box > 50 litre plus clear sack for plastic bottles – 100 litre	Kerbside boxes 35-50 litre	Kerbside box 55 litre	Kerbside box 55 litre	Kerbside boxes 35-50 litre	Kerbside box 55 litre	Kerbside box 55 litre	Kerbside box 44 litre	Kerbside boxes 35-50 litre	Kerbside box 55 litre
% coverage	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Materials collected	Glass, paper, cans, plastic bottles	Glass, paper, cans, plastic bottles	Glass, paper, cans	Paper, cans, plastic bottles	Glass, paper, cans	Glass, paper, cans, plastic bottles	Glass, paper, cans	Glass, paper, cans, plastic bottles	Glass, paper, cans, plastic bottles	Glass, paper Mixed cans

Notes:

Broxbourne Borough Council: *now collect plastic bottles in clear sacks from kerbside.*

East Herts Council: *plan to collect plastic bottles from kerbside late 2009.*

Stevenage Borough Council: *see notes under table 3 – Contract Waste collection arrangements.*

Welwyn Hatfield Borough Council: *collect cans from kerbside as of June 2008.*

Contract Waste - key parameters

Table 3 Contract Waste collection arrangements

	Broxbourne Borough Council	Dacorum Borough Council	East Herts Council	Hertsmere Borough Council	North Hertfordshire District Council	St Albans City and District Council	Stevenage Borough Council	Three Rivers District Council	Watford Borough Council	Welwyn Hatfield Borough Council
RESIDUAL WASTE										
Frequency	Weekly	Fortnightly	Weekly	Fortnightly	Fortnightly	Fortnightly	Weekly	Weekly	Weekly	Weekly
Container	Plastic sacks	240 litre wheeled bin	240 litre wheeled bin	240 litre wheeled bin	240 litre wheeled bin	140 / 240 wheeled bin	Plastic sacks	140 litre wheeled bin	140 litre wheeled bin	No specific receptacle required
% Coverage	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
ORGANICS RECYCLING										
Frequency	Fortnightly	Fortnightly	Fortnightly	Fortnightly	Fortnightly	Fortnightly	Fortnightly	Fortnightly	Fortnightly	Fortnightly
Container	240 litre wheeled bin	240 litre wheeled bin	240 litre wheeled bin	240 litre wheeled bin	240 litre wheeled bin	240 litre wheeled bin	240 litre wheeled bin	240 litre wheeled bin	240 litre wheeled bin	240 litre wheeled bin
% Coverage	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Garden Wastes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Food Wastes	No – see notes	Yes	No – see notes	Yes	Yes	Yes	No – see notes	Yes	Yes	No – see notes

BULKY WASTE										
Service	Paid for Service £28+	Paid for Service £20+	Paid for Service £21+	Paid for Service £33+	Paid for Service £18+	Paid for Service £23.50+	Paid for Service £20+	Paid for Service £25+	Paid for Service £20+	Paid for Service £26.40
Frequency	On demand	On demand	On demand	On demand	On demand	On demand	On demand	On demand	On demand	On demand
COMMERCIAL WASTE										
No. of Rounds per day / frequency	Mixed with domestic rounds	Some dedicated rounds / some part of schools and flats round	Mixed with domestic rounds	Dedicated trade rounds	Dedicated trade rounds, except one on flats round	Collected twice per week to coincide with markets	Mostly collected separately from domestic	2 rounds – 1 dedicated round, 1 mixed with flats collections	2 rounds mixed with domestic rounds	Dedicated trade rounds
Volume 2007/08	2,699	5,129	1,445	3,215	3,625	270	2,825	3,214	4,812	3,565

Notes:

Broxbourne Borough Council: *now operate domestic residual collection of 1 purple sack per week. Additional sacks to be bought by residents. Planning to add food and cardboard waste to existing green garden waste collections late 2009.*

East Herts Council: *planning to move to alternate weekly collection in October 2009, and add food and cardboard waste to existing green garden waste collections.*

St Albans City & District Council: *operate an alternate weekly collection of residual and recycling / organic waste as of September 2008.*

Stevenage Borough Council: *The Authority has already indicated its intention to include kitchen waste in the green waste service in the Summer of 2009 as soon as the WDA makes facilities available. Also in Summer 2009 the Authority intends to introduce kerbside plastic collection. Beyond those schemes and depending on the success of the kitchen waste service the Authority may consider the possibility of moving to a weekly brown bin service for green/kitchen and cardboard waste.*

Welwyn Hatfield Borough Council: *planning to add food and cardboard waste to existing green garden waste collections late 2009.*

Commercial waste tonnages are for residual only. Trade recycling services are provided by North Hertfordshire District Council (glass); St Albans City & District Council (glass and card); Stevenage Borough Council (glass and paper); Three Rivers District Council (glass and card); and Watford Borough Council (glass). Frequency of commercial waste collections dependent on customer requirements.

Schedule 7 (Notices)

All Notices in respect of this IIAA shall be sent to the following

Party	Address
Broxbourne Borough Council	Head of Legal Services Broxbourne Borough Council Borough Offices Churchgate Cheshunt Hertfordshire EN8 9XJ
Dacorum Borough Council	Head of Environmental Services Dacorum Borough Council Civic Centre Marlowes Hemel Hempstead Hertfordshire HP1 1HH
East Herts Council	Director of Customer and Community Services East Hertfordshire District Council Wallfields Pegs Lane Hertfordshire SG13 8EQ
Hertfordshire County Council	County Secretary Hertfordshire County Council Room 208a, First Floor County Hall Pegs Lane Hertford Hertfordshire SG13 8DN
Hertsmere Borough Council	Director of Environment Hertsmere Borough Council Civic Offices

HWP		Intermediate Inter Authority Agreement
-----	--	--

	Elstree Way Borehamwood Hertfordshire WD6 1WA
North Hertfordshire District Council	Head of Legal Services North Hertfordshire District Council Council Offices Gernon Road Letchworth Garden City Hertfordshire SG6 3JF
St Albans City and District Council	Head of Legal & Democratic Services St. Albans City & District Council District Council Offices Civic Centre St. Peter's Street St. Albans Hertfordshire AL1 3JE
Stevenage Borough Council	Strategic Director Stevenage Borough Council Daneshill House Danestrete Hertfordshire SG1 1HN
Three Rivers District Council	Director of Community & Environmental Services Three Rivers House Northway Rickmansworth WD3 1RL
Watford Borough Council	Head of Environmental Services Watford Borough Council Town Hall Watford

HWP		Intermediate Inter Authority Agreement
-----	--	--

	WD17 3EX
Welwyn Hatfield Borough Council	Director (Governance) Council Offices The Campus Welwyn Garden City Hertfordshire AL8 6AE

DRAFT

HWP		Intermediate Inter Authority Agreement
-----	--	--

Executed as a Deed by the Parties as follows:

THE COMMON SEAL of
Hertfordshire County Council
was hereunto affixed by order

.....
Authorised Signatory

THE COMMON SEAL OF
THE COUNCIL OF THE
BOROUGH OF BROXBOURNE
was hereto affixed in the presence of

.....
Chief Executive Officer

COMMON SEAL of
DACORUM BOROUGH COUNCIL
was hereunto affixed in the presence of:-

.....
Authorised Signatory

.....
Authorised Signatory

HWP		Intermediate Inter Authority Agreement
-----	--	--

THE COMMON SEAL of
 East Herts Council
 was hereunto affixed by order

.....
 Authorised Signatory

THE COMMON SEAL of
 Hertsmere Borough Council
 was hereunto affixed by order

.....
 Head of Legal and Democratic Services

THE COMMON SEAL of
 North Hertfordshire District Council
 was hereunto affixed by order

.....
 Authorised Signatory

EXECUTED AS A DEED by affixing
 THE COMMON SEAL of
 ST. ALBANS CITY AND DISTRICT COUNCIL
 In the presence of:-

.....
 Mayor

.....
 Authorised Officer

HWP		Intermediate Inter Authority Agreement
-----	--	--

Executed as a Deed by affixing
The COMMON SEAL of
STEVENAGE BOROUGH COUNCIL
hereto in the presence of:-

.....
Authorised Signatory

.....
Borough Solicitor

THE COMMON SEAL of
Three Rivers District Council
was hereunto affixed by order

.....
Authorised Signatory

THE COMMON SEAL of
Watford Borough Council
was hereunto affixed by order

.....
Head of Legal and Property Services

HWP		Intermediate Inter Authority Agreement
-----	--	--

THE COMMON SEAL of
Welwyn Hatfield Borough Council
was hereunto affixed in the presence of

.....

Mayor

.....

Authorised Officer

DRAFT