

Wednesday, 7th August 2024

Report of the Portfolio Holder for Environmental Sustainability, Recycling and Waste

Annual Garden Waste Subscription Charge

Exempt Information

Not applicable

Purpose

This report seeks ISAG consideration and support of the approval to Cabinet to increase the garden waste subscription fees for 2024/25.

Recommendations

It is recommended that Scrutiny endorse the following recommendations to be made to Cabinet on 8th August 2024:

1. Approve the increase of the annual subscription fee to £41 effective 1st October 2024.
2. Agree that each year, under delegated powers, the Cabinet Member responsible for waste services will approve the price increase in consultation with the Executive Director Organisation and the council's Section 151 officer. Furthermore, that variations in pricing can be agreed through the same delegation to support promotions (for example to encourage take-up of direct debits), provided these can be funded from within the service without placing additional pressure on the MTFs.
3. Approve the amendments set out in the report which include basing the coming year's annual price increase on June's CPI figures that are released by the Office for National Statistics in July, and that the final subscription price will be rounded up or down to the nearest 50 pence.

1. Executive Summary

Lichfield District Council (LDC) is the lead authority for delivery of the Joint Waste service. This report is presented for consideration and uses the Annual Garden Waste Subscriptions Charge Amendment report presented to LDC's Cabinet on 30th July 2024 as its basis, thus ensuring consistency of approach but allowing full transparency and independent decision-making.

For information, Members are advised that previously this service was led and directly managed by the previous Chief Executive. Since Mr Barratt's retirement and with new leadership this service has since June transferred under the executive scope of the Executive Director Organisation.

To further support the information contained within this report, an 'all members' briefing was held on 5th August and this report (in draft) is presented with the aim of providing members with as much information, transparency of decision making as well as the opportunity to understand and challenge recommendations contained herein.

This report also details the need to increase the annual charge for the garden waste subscription (effective 1 October 2024) and recommends that due to the need to build systems to support the annual subscription process (including the direct debit process which requires an eight-week lead in to allow banking set-up and testing to take place), that from 2024, the annual price increase for the coming year's subscriptions will be based on June's CPI figures, which are released in July annually by the [Office for National Statistics](#). The final subscription price will also be rounded up or down to the nearest 50 pence.

Garden waste subscriptions were launched in October 2017 at a cost of £36 per bin for 23 collections from the kerbside each year. The price of collections has been held since its introduction but increasing cost pressures in delivering this service require TBC to review this fee. LDC have however, continued to increase their subscription rates (currently at £40) which has now resulted in a £4 differential across the Joint Waste Service. This variance places a significant administrative burden on the service.

The service is a fully automated process to allow residents for both Lichfield and Tamworth, served by the Joint Waste Service, to sign up for the scheme. This year around almost 44,000 Lichfield and Tamworth households have subscribed for the service.

Cost pressures in the service include the increase in staffing costs following the 2023 Pay Settlement, fuel cost, fleet maintenance and replacements; measures to reduce the carbon footprint of the service; recycling credit reductions and gate fee price increases.

In addition, the Approved Medium Term Financial Strategy assumed that a number of fees and charges across the council would be increased in 2024/25 to ensure that prices reflect higher operating costs and ensure the principal for non-statutory services to ensure full cost recovery. It was agreed however, that the annual subscriptions for green waste would not be increased. Instead, it was agreed that this shortfall would be met by use of reserves.

It is important to highlight that Section 93 of the Local Government Act 2003, limits non statutory or discretionary prices to a full cost recovery pricing policy. As such customers who do not sign up for direct debit, and therefore renew their garden waste subscription each year, must also pay the additional costs associated with the annual renewal process.

The garden waste subscription service is a discretionary service and has a pricing policy of full cost recovery. The pricing objective is that the Council wishes to make the service generally available but does not wish to subsidise the service. Therefore, prices are based on the direct cost and overheads related to the activity whilst also taking account the market (what the market or customers will allow us to charge).

The service is currently priced at £36 per bin, however recent cost pressures identified above have been absorbed by the service and therefore an increased charge of £41 is recommended. This figure would also bring TBC in line with Lichfield District Council.

2. Options Considered

By not increasing the annual garden waste subscription charge the Council could continue to fund the increase in costs from reserves for a two years 2024/25 and 2025/26 which would limit the other projects the Council could deliver and is not sustainable over the longer term. Furthermore, it is worth noting that through charging only those who use the garden waste service for its costs, it ensures that only those residents who benefit from the scheme pay for the cost of its delivery.

3. Resource/Financial Implications

During 2023/24 the Council utilised reserves in respect of the Joint Waste Service to meet the shortfall in income by not increasing the annual charge in line with Lichfield, estimated to

be approx. £60k pa, and will need to do so again in 2024/25. The current balance of reserves is £153k.

The Council's budgetary provision for the Joint Waste Service for the current year is insufficient to meet the costs due, with an annual contribution of £1.98m payable to Lichfield, against a budget of £1.79m. The reserves will be applied to meet this shortfall.

It is now vital that the price increase recommended is supported and income maximised in order to maximise and meet the council's anticipated budget gap. The increase will be built into the budget setting process for 2025/26.

4. Legal/Risk Implications Background

The collection of garden waste is not a statutory service and under the Controlled Waste Regulations 2012 the council has discretion to charge for this service.

The constitution of the Joint Waste Board does not require both councils to agree the charge, but each council must provide sufficient funding to cover the cost of collections in their respective areas.

	Risk Description & Risk Owner	Original Score (RYG)	How We Manage It	Current Score (RYG)
A	Garden waste subscription take up reduces and income levels decline because of the increase	Yellow (material) Likelihood (Yellow) Impact (Yellow)	Increase by the minimum viable amount (CPI) to make the service sustainable, provide clear messaging on reasons for the increase, make it easy to pay via direct debit.	Green (tolerable) Likelihood (Green) Impact (Yellow)
B	Recycling rates drop and fly tipping increases because of the increase	Yellow (material) Likelihood (Yellow) Impact (Yellow)	Increase communication messaging regarding the importance of recycling. Investigate, deploy deterrents and enforce all fly tipping incidents.	Green (tolerable) Likelihood (Green) Impact (Yellow)
C	Failure to balance the MTFS	Yellow (material) Likelihood (Yellow) Impact (Yellow)	The annual increase in fees ensures the income covers the cost of delivering the service and removes the need for subsidy.	Green (tolerable) Likelihood (Green) Impact (Yellow)

5. Equalities Implications

A Community Impact Assessment has been compiled at **Appendix 1** for the changes to the green waste service.

6. Environment and Sustainability Implications (including climate change)

The collection and composting of garden waste contribute to the council's recycling rates. The annual increase in fees helps to ensure the council's budgets are not negatively impacted through the provision of the service, and as such are able to focus available resources on initiatives that target the council's ambition of achieving net zero by 2030.

7. Background Information

Approximately 44,000 residents are signed up to the garden waste service across Lichfield District and Tamworth Borough and this number increases every year. The council receives very few complaints about the premise of charging for garden waste which is well understood by the respective communities.

Tamworth Borough Council currently charges £36 per annum for garden waste subscriptions whilst Lichfield District Council Charge £40. This differential costs TBC approximately £60k to £65k per year based on current rate of subscriptions for Tamworth residents of over 15,000.

Whilst the garden waste service helps to increase recycling rates and reduce waste sent to landfill, it is not a statutory service, and the council is not required to deliver it. As such, like councils across the country, a charge is levied to those residents who wish to benefit from the garden waste service.

The income generated from the sale of garden waste subscriptions funds the cost of the garden waste service, which each year increases due to annual pay settlements, increases in cost of fuel and other changes to costs of delivering the service (gate fees, recycling credits, overhead costs etc).

Any annual increase in subscription prices helps to offset the increase in these associated costs. The current annual cost of the subscription of £36 per year has been in place since 2018 and as such, the Council has had to make up the shortfall (as part of the shared service) from reserves.

Councils across the country charge differing amounts for a garden waste subscription, and the current fee (£40) charged by Lichfield District Council is favourably comparable, as shown below:

Council	2024 fee
Cannock Chase District Council	£38.50
Newcastle-under-Lyme Council	£39.95
Stafford Borough Council	£42
North Warwickshire Borough Council	£43
Birmingham City Council	£60
Oxford City Council	£85

As an illustration, an increase by CPI based on June 2024's CPI figure (for the 2025 subscription fee) would see the costs of a subscription rising to £41 per annum for 2024/2025.

Subject to approval by Lichfield District Council's Cabinet on 31st July, Lichfield will also be increasing their annual subscription fee to £41, thus making both local authorities exactly the same in terms of pricing.

8. Report Authors

Anica Goodwin – Executive Director Organisation

Becky Smeather – Executive Director Finance

Hannah Peate – Assistant Director (Environment, Culture and Wellbeing)

Jo Goodfellow – Assistant Director (Finance)

Credit and thanks to L Barton (Director) and S Gee (Ops Manager) of Lichfield District Council for support

Appendices

Appendix 1 - Community Impact Assessment for Annual Garden Waste Subscription Charge 2024

Appendix 2 – 2014 Shared Services Memorandum of Understanding

Appendix 3 – Committee Report 2009 household Waste & Recycling Service

Appendix 4 – A guide to Staffordshire Waste Partnership

Community Impact Assessment

Part 1 – Details		
What Policy/ Procedure/ Strategy/Project/Service is being assessed?	Changes to the increase in green waste annual subscription required. The overarching Joint Waste Service policies were covered by an EIA upon introduction of the service. This assessment is specially to look at the potential equality issues arising from the increase in the annual chargeable green waste collection service.	
Date Conducted	29 July 24	
Name of Lead Officer and Service Area	Anica Goodwin (Exec Director)	
Commissioning Team (if applicable)		
Director Responsible for project/service area	Anica Goodwin	
Who are the main stakeholders	<ul style="list-style-type: none"> Residents in the district who currently use the service to dispose of their garden waste. Residents in the district who currently don't use the service to dispose of garden waste. Staff responsible for collection of waste. Staff responsible for administration of the service Local compost site operators Staffordshire County Council (as the Waste Disposal Authority.) Elected members, as representatives of Tamworth residents. 	
Describe what consultation has been undertaken. Who was involved and what was the outcome	All elected members Infrastructure, Safety and Growth Scrutiny	
Outline the wider research that has taken place (E.G. commissioners, partners, other providers etc)		
What are you assessing? Indicate with an 'x' which applies	A decision to review or change a service	X An increase in annual subscription
	A Strategy/Policy/Procedure	<input type="checkbox"/>
	A function, service or project	<input type="checkbox"/>
What kind of assessment is it? Indicate with an 'x' which	New	<input type="checkbox"/>

applies	Existing	<input type="checkbox"/>
	Being reviewed	<input type="checkbox"/>
	Being reviewed as a result of budget constraints / End of Contract	X

Part 2 – Summary of Assessment

Give a summary of your proposal and set out the aims/ objectives/ purposes/ and outcomes of the area you are impact assessing.

The change in the charging policy is to propose an increase to the current household garden waste subscription service, effective from October 2024. The proposal aims to ensure that the garden waste service which operates as a joint service with Lichfield District Council is self-funding and sustainable in line with the council's carbon reduction targets of net zero by 2030.

The current service subscription is subsidised by Tamworth Borough Council and is not sustainable at the current annual rate.

The service continues to be a bi-weekly service and is offered on an opt in or out option.

Who will be affected and how?

Any resident of Tamworth with a private garden who currently (or proposes to in the future) make use of the Council's green waste disposal scheme.

Residents who reside in flats or have no garden space are excluded.

Are there any other functions, policies or services linked to this impact assessment?

Yes No X

If you answered 'Yes', please indicate what they are?

Part 3 – Impact on the Community

Thinking about each of the Areas below, does or could the Policy function, or service have a direct impact on them?

Impact Area	Yes	No	Reason (provide brief explanation)
Age	X	<input type="checkbox"/>	Where people are unable to access the info via the website due to technological barriers, we will support residents through paper based communications sent to every household, local media and customer services to provide clear explanations and guidance.
Disability	X	<input type="checkbox"/>	We already provide assisted collections for residents who are elderly, disabled

			<p>or have other lifestyle needs that meant they struggle with wheeled bins.</p> <p>Key considerations when considering the potential impact on individuals with disabilities are:</p> <p>Accessibility of the Service: Assisted collections are available to people who cannot take their bins out themselves and there is no other person living at the household who is able to help. We help to take the bin out for elderly, disabled, infirm or visually impaired persons. To apply for assisted bin collections, residents can visit the TBC website and fill in the application form where possible or contact the operation team to receive the guidance for the process. Details can be found here Garden waste service – Need help getting your bin to the kerb? (lichfielddc.gov.uk).</p> <p>Additionally, if residents do not require assistance for collection can opt for a smaller wheeled bin.</p> <p>Accessible Communication: Ensure that all information related to the change is communicated in accessible formats such as large print or easy to read formats. Accessible online resources and communication channels will be available, considering the needs of individuals with visual impairments or cognitive disabilities</p>
Gender Reassignment	<input type="checkbox"/>	X	No
Marriage and Civil Partnership	<input type="checkbox"/>	X	No
Pregnancy & Maternity	X	<input type="checkbox"/>	As above
Race	X	<input type="checkbox"/>	<p>Communication and Information: We ensure that information about the chargeable green bin collection service is communicated in a culturally sensitive and inclusive manner, addressing potential language barriers and catering to the needs of diverse racial communities. The focus is on promoting equity, fairness, and inclusive service provision for all members of community.</p> <p>Where people are unable to access the application form, via the website or internet, we direct them to places such as community groups or libraires where they can access the internet if applicable. Additionally, customer services can support the residents</p>

			completing the form and making a secure and payment for the annual fee
Religion or belief	<input type="checkbox"/>	X	No
Sexual orientation	<input type="checkbox"/>	X	No
Sex	<input type="checkbox"/>	X	No
Gypsy/Travelling Community	<input type="checkbox"/>	X	No
Those with caring/dependent responsibilities	X	<input type="checkbox"/>	Key considerations when considering the potential impact on individuals with disabilities are: Accessibility of the Service: Assisted collections are available to people who cannot take their bins out themselves and there is no other person living at the household who is able to help. We help to take the bin out for elderly, disabled, infirm or visually impaired persons. To apply for assisted bin collections, residents can visit the TBC website and fill in the application form where possible or contact the operation team to receive the guidance for the process. Additionally, if residents do not require assistance for collection can opt for a smaller wheeled bin????. Accessible Communication: Ensure that all information related to the change is communicated in accessible formats such as large print or easy to read formats. Accessible online resources and communication channels will be available, considering the needs of individuals with visual impairments or cognitive disabilities
Those having an offending past	<input type="checkbox"/>	X	No
Children	<input type="checkbox"/>	X	No
Vulnerable Adults	X	<input type="checkbox"/>	The service offers assisted collections to those who are signed up and need them – detailed here Garden waste service – Need help getting your bin to the kerb? (lichfielddc.gov.uk)
Families	<input type="checkbox"/>	X	No
Those who are homeless	<input type="checkbox"/>	X	No
Those on low income	X	<input type="checkbox"/>	Do we offer any support via the Council tax support scheme? Households on lower incomes may find a higher charge more difficult to pay in one instalment – in order to support the spread of the cost residents can opt to pay for the service via direct debit. Households are welcomed to share bins under their own informal arrangements but only one household

			<p>will be responsible for the subscription. Details can be found here Garden waste service – I can't afford to subscribe (lichfielddc.gov.uk)</p> <p>Households will also be encouraged to home compost – details found here Garden waste service – I can't afford to subscribe (lichfielddc.gov.uk)</p> <p>The Council will continue to promote usage of Household Waste Recycling Centres, Staffordshire County Council is the Waste Disposal Authority are responsible for the provision of household waste recycling facilities.</p>
Those with drug or alcohol problems	<input type="checkbox"/>	X	No
Those with mental health issues	<input type="checkbox"/>	X	No
Those with physical health issues	X	<input type="checkbox"/>	<p>Key considerations when considering the potential impact on individuals with disabilities are:</p> <p>Accessibility of the Service: Assisted collections are available to people who cannot take their bins out themselves and there is no other person living at the household who is able to help. We help to take the bin out for elderly, disabled, infirm or visually impaired persons. To apply for assisted bin collections, residents can visit the TBC website and fill in the application form where possible or contact the operation team to receive the guidance for the process. Additionally, if residents do not require assistance for collection can opt for a smaller wheeled bin????.</p> <p>Accessible Communication: Ensure that all information related to the change is communicated in accessible formats such as large print or easy to read formats. Accessible online resources and communication channels will be available, considering the needs of individuals with visual impairments or cognitive disabilities</p>
Social inclusion Please include refugees and asylum seekers,	<input type="checkbox"/>	X	No
Social inclusion: Armed Forces The Armed Forces Covenant	<input type="checkbox"/>	X	No

is a pledge that together we acknowledge and understand that those who have served in the armed forces, and their families, should be treated with fairness and respect and any impact should be considered			
Health and Wellbeing	<input type="checkbox"/>	X	No
Climate Change	X	<input type="checkbox"/>	As garden waste decomposes, it can emit harmful gases such as methane, which is a harmful greenhouse gas and has the potential to cause fires. This service offers residents the opportunity to collect the green waste from their home, thereby reducing the amount of vehicle movements further supporting the Councils Net Zero agenda

Part 4 – Risk Assessment

From evidence given from previous question, please detail what measures or changes will be put in place to mitigate adverse implications. this includes climate change considerations

This is the section in which to please outline any actions to mitigate negative or enhance positive impacts in terms of economic, environmental or wider societal considerations, and actions to review and monitor the overall impact of the change accordingly.

Impact Area	Details of the Impact	Action to reduce risk
<i>Eg: Families</i>	<i>Families no longer supported which may lead to a reduced standard of living & subsequent health issues</i>	<i>Signposting to other services. Look to external funding opportunities.</i>

Part 5 - Action Plan and Review

Detail in the plan below, actions that you have identified in your Community Impact Assessment, which will eliminate discrimination, advance equality of opportunity and/or foster good relations.

If you are unable to eliminate or reduce negative impact on any of the impact areas, you should explain why

Impact (positive or negative) identified	Action	Person(s) responsible	Target date	Required outcome
Minimal take up	Outcomes and Actions entered onto Pentana Continue to monitor impact via quarterly updates with LDC	A Goodwin/ H Peate	On-going	No adverse impact is evidenced No of direct debits increases
Reputational damage	Monitor communications Education and support to members Updates to Leadership	V Woodhouse / T Phillips A Goodwin/H Peate	On-going	Increase is seamless
Increased negative impact on the environment	Monitor levels of fly tipping and amounts of garden waste in the residual waste stream and in resident's xx bins. Continue enforcement in line with TBC existing policies	A Miller	On-going	Achievement of Net Zero target 2030

Date of Review (If applicable)

Guidance and form updated July 2023 following CMT approval.

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CABINET

23 JANUARY 2014

REPORT OF THE LEADER OF THE COUNCIL

A MEMORANDUM OF UNDERSTANDING TAMWORTH BOROUGH COUNCIL & LICHFIELD DISTRICT COUNCIL

PURPOSE

To seek Cabinet endorsement of a Memorandum of Understanding (MoU) relating to potential shared services with Lichfield District Council.

RECOMMENDATIONS

That Cabinet endorse the attached Memorandum of Understanding thereby securing future shared service opportunities with Lichfield District Council.

EXECUTIVE SUMMARY

This report seeks to place an existing, informal arrangement and commitment onto a more secure footing and thus provide each Authority with the initial option of pursuing a shared service arrangement with the other. **This is neither a contractual agreement nor a legally binding arrangement.** The MoU is viewed as a clear demonstration of trust and confidence and a commitment to build upon existing successes.

RESOURCE IMPLICATIONS

Whilst there are none arising directly from this report, it is anticipated that elements of technical and legal support may be necessary subject to the scale and scope of the shared service in question.

Similarly, the establishment of a critical mass of partners for a shared service may be dependent upon compatible ICT platforms and operating systems. Any resources would require to be justified via a Business Case or evidence of an 'Invest to Save' efficiency.

LEGAL/RISK IMPLICATIONS

There are none arising directly from this report or the recommendation.

SUSTAINABILITY IMPLICATIONS

There are none arising directly from this report.

BACKGROUND INFORMATION

Tamworth Borough Council and Lichfield District Council enjoy the benefits of several shared services arrangements as acknowledged in the recent Peer Challenge initial feedback. These include:

- **Joint Waste & Recycling**
- **Corporate Health & Safety**
- **Building Control**
- **Business Support & Advice**

BACKGROUND PAPERS

Shared Service Arrangements
MTFS
Sustainability Strategy
Peer Challenge Feedback

REPORT AUTHOR

Anthony E. Goodwin
Chief Executive

Should members require any further information or clarification prior to the meeting then please contact:

Anthony Goodwin Chief Executive ext 211 or tony-goodwin@tamworth.gov.uk

1 BACKGROUND & CONTENT

Like all council's across the country, both authorities are facing significant and continued financial challenges. In order to meet those challenges, both councils are committed to exploring innovative ways to maintain vital services whilst reducing costs and achieving efficiencies.

It was with this in mind that the Cabinet members from Tamworth Borough Council and Lichfield District Council met to discuss the potential benefits of closer working relationships built upon very real successes of existing shared services such as the Joint Waste Collection arrangements.

After due consideration and debate, it was agreed to place an informal and 'in principle' arrangement on a more secure footing in the form of a 'Memorandum of Understanding'. (Attached as **Appendix B**).

2 SHARED SERVICES

There are many forms of shared working that can be put in place between two councils and most are probably in operation in one form or another somewhere in the country at the present time. These range from formal shared management teams and shared decision making to service level agreements for combined service delivery.

One option is that opportunities for shared services are taken up with anyone at anytime and assessed on an individual cost benefit basis. This results in each service being looked at on its own merits and a 'mixed economy of service delivery evolves (much like we have now with numerous shared approaches to services with various partners).

Another option is to have a 'preferred partner'. i.e. when opportunities through staff departure or change arises the service will be looked at as a potential for sharing and redesign with **one** other council. Thus, over time, synergies, efficiencies and a closer working relationship and culture develop. Whilst this would take time, in terms of the long term intentions for a closer overall working relationship, there are advantages in terms of shared culture as well as economies of scale.

Sharing the delivery of services can have many benefits but it must also be appreciated that in bringing together services you also bring together different cultures, staff terms and conditions, processes, practices and judgments about what a service should be and how it should be best delivered. Over time each council will have refined and developed its own processes not only to meet the specific needs of its unique population but also to make its own efficiency savings over the last 5 -10 years of local government change.

Recognised nationally as an essential component of local government, 'shared services' has much press coverage and always features highly in articles and lists as to how costs can be reduced. Where the same process

is delivered to a customer – such as the collection of waste bins and where there is agreement on the standard and level of service to be delivered, economies of scale are certainly possible, as demonstrated by the successful shared waste service between our two councils. Savings can be made in management costs and service standards can be improved through greater resilience and new opportunities for process improvement. However unit costs for a service per head of population, or per household, may vary widely when the nature of the council – its size, geography and demography - is taken into account.

Whilst a move towards shared services can offer savings and service improvement, it would be a mistake to think that this will solve the financial challenges that we face or be the right way forward on all service areas. It is but one activity that should be rightly pursued in our Sustainability Strategy Workstream.

MEMORANDUM OF UNDERSTANDING

1. Purpose of this Memorandum of Understanding

1.1 The purpose of this Memorandum of Understanding (referred to in the remainder of this document as MoU) is to:-

- (a) set out in simple, non legalistic, terms the way that the partners to the MoU will work together
- (b) clarify and record any responsibilities of the partners to the MoU individually and collectively, including to each other

2. Who are the partners to the Memorandum?

2.1 The partners to the MoU (referred to in the remainder of this document as the Partners) are:-

Tamworth Borough Council
Lichfield District Council

3. Status of the Memorandum and the partnership

3.1 The MoU is an operational document. It is not a formal or legally binding contract.

3.2 The Partners, individually and collectively, have (by signing the MoU) agreed to use all reasonable endeavors to comply with the terms and spirit of the MoU. They will not be obliged to undertake expenditure without that being agreed by them as individual partners except where they each agree to commit funding of a specific amount (one-off or annually) to be pooled.

3.3 By agreeing the MoU the Partners are expressing their clear intent to work more closely together and the officers of each authority are encouraged and empowered to work up potential joint working and shared staffing arrangements to be presented and judged on a business case basis for consideration.

4. Key principles

4.1 The Partners, individually and collectively, have (by signing the MoU) agreed the following key principles :

- The Partners wish to seek efficiencies and service improvement through closer working and joint service development;
- The Partners wish to retain their unique decision making powers and democratic independence;

- The Partners wish to retain their distinct character and identity;
- The Partners agree that the objectives of working more closely together include:
 1. improving services for customers
 2. delivering efficiency savings
 3. increasing resilience of services whilst retaining independence
 4. identifying and delivering best practice
 5. Increasing influence in LEP activities and other sub regional bodies, whilst recognising the right of each Partners choice in LEP membership.
- Actions and decisions as to what to recommend to individual Partners should reflect what is in the best interests of all Council Tax payers and the implications for individual Partners within the geographical area of Lichfield & Tamworth, and take into account what is fair and equitable for each Partner. Savings might not always be made by both councils on every service – but that overall the final costs for both councils should be less than now;
- The Partners accept there may be areas where contractually services cannot be shared immediately - e.g. where there are existing contractual arrangements of shared service arrangements with other councils etc. but on review of those existing contracts and arrangements the option for shared service with the other Partner should be considered as a preferred option;
- Where shared service options are to be considered or service reviews are to take place The Partners undertake to advise the other accordingly and invite a joint approach to the review to be adopted and shared service solutions investigated with each other as the preferred option;
- The Partners accept that in some cases when review work is done the costs and implications of a shared service approach will be such that as an individual council they do not wish to proceed with that proposal; there is no creation of a commitment to share all services at any cost;
- 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 Leading Members and Chief Executives.

4.2 The Partners have agreed to make sure that they jointly agree how, and when, they communicate any issues arising from the MoU with any stakeholder group. They also agree to communicate honestly and openly with each other.

5. **Period of the Agreement**

5.1 It is anticipated that this agreement will require review on a regular basis and at least annually.

Signed

Leader Tamworth Borough Council

..... Date

Leader Lichfield District Council

..... Date

Chief Executive Tamworth Borough Council

..... Date

Chief Executive Lichfield District Council

..... Date

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COUNCIL

7TH JULY 2009

Report of Portfolio Holder Public Health & Well Being

HOUSEHOLD REFUSE & RECYCLING SERVICE

Purpose

To seek Council's approval for:

- i) The implementation of revised Administrative Arrangements for Household Refuse and Recycling Services in Tamworth and Lichfield;
- ii) The establishment of a Joint Committee for Waste Management in Tamworth and Lichfield to administer the revised arrangements;
- iii) The service standards and delivery arrangements of the collection service.

Executive Summary

a) **Opportunity for Change:**

In February 2008 the Staffordshire and Stoke on Trent Joint Waste Management Board approved an Action Plan in support of the Joint Municipal Waste Management Strategy for the County and Stoke on Trent.

A key recommendation was for Waste Collection Authorities in South Staffordshire to investigate opportunities for delivering improved quality, lower cost services through joint working in 'clusters'.

At their meeting on 14th January, 2009 Cabinet endorsed the Action Plan as the basis for further investigation (**Minute No. 460 refers**).

Subsequently, Officers and Members of the four Boroughs/Districts met and concluded that the most timely opportunity was provided by Tamworth having to replace existing arrangements. Of the authorities ready and able to work with Tamworth, only Lichfield District felt able to secure the political mandate necessary to proceed.

b) **Case for Change:**

With the primary purpose of improving services that in turn improve the social, economic and environmental well-being of the area(s), both authorities chose to exercise their powers under **Section 2 of the Local Government Act 2000**. This provides that every Local Authority has the power to carry out actions that are likely to achieve any one of the following:

- the promotion or improvement of the economic wellbeing of their area;
- the promotion or improvement of social wellbeing in their area;

- The promotion or improvement of the environmental wellbeing of their area.

It is the shared view of both authorities that the revised Administrative Arrangements will contribute to all of the above outcomes.

c) **Powers to Facilitate Change:**

Legal advice was jointly commissioned by both authorities and funded by the West Midlands Regional Improvement and Efficiency Partnership (WMRIEP). The brief was to explore the potential implications of Tamworth and Lichfield establishing an Administrative Arrangement in order to provide an integrated waste collection service.

In summary, there are no legal obstacles which would prevent the two Authorities to provide waste collection services through the use of a joint committee by exercising their powers under Sections 101, 103, 111 and 113 of the Local Government Act 1972 and Section 20 of the Local Government Act 2000. The joint committee would have a constitution and be supported by a number of service level protocols under the umbrella of a delegation protocol to set out the framework within which the two Authorities will work together.

The Councils conclusions relating to the wider implications of the proposals indicated that:

- The provision of an effective and comprehensive waste provision function is essential for public health and safety in the participating Authorities communities;
- An improved service will enhance the overall environmental quality for both Tamworth and Lichfield for example, by reducing the number of days required for collecting refuse thereby improving the carbon footprint and; by providing closed containers to reduce risk of littering;
- An improved service will lead to savings in personnel and fuel and again reduce the carbon footprint and emissions of the participating Authorities;
- Shared use of buildings and infrastructure is a more efficient use of public resources and an effective use of natural assets;
- The partnership will result in an increased recycling rate for the participating Authorities giving residents the ability to recycle more and a greater range of dry recycling.

Based upon this, it is evident that the Administrative Arrangement will result in tangible improvements in respect of economic, social and environmental wellbeing. There are clearly secondary benefits in terms of both effectiveness and efficiencies.

d) **Implementing the Change:**

Details of the revised Administrative Arrangement and new service structure and standards are attached as **Appendix A**. Approval is now sought to establish the Joint Committee for Waste Management (JCWM) with immediate effect in readiness for implementing the revised Administrative Arrangements.

Council are therefore requested to authorise Tamworth Borough Council's representatives as follows:

- **The Leader of the Council or authorised Deputy;**
- **The Portfolio Holder with responsibility for Waste Management or authorised Deputy;**
- **The Council's Chief Executive or authorised Deputy will act as this Council's principal advisor to Members;**
- **The Council's Chief Officer or authorised Deputy with responsibility for Waste Management will act as technical advisor to Members;**

The Council's Scheme of Delegation will, subject to approval, be amended to reflect best practice in Governance arrangements.

Implications to the Council

- b) **Policy** – once implemented the arrangements will assist Tamworth Borough Council to achieve its corporate priorities; LAA targets; Sustainable Community Strategy priorities and the Joint Municipal Waste Strategy for Staffordshire and Stoke on Trent
- c) **Risk** – The Project has been fully risk assessed and appropriate measures are in place
- d) **Financial** – The draft financial information indicated the new Administrative Arrangement will result in a "Cost per Household per annum" of approximately £46 which compares very favourably with the reported cost per household for 2007/08 of £59.85.

These costs would place both authorities in top quartile for financial performance on waste collection and recycling services

At this early stage it is anticipated in year 2011/12 the overall level of savings for the Jjoint Administrative Arrangement will be in the region of £700k per annum.

- e) **Equality & Diversity** – all related policies have been EIA'd.

RECOMMENDATIONS

That Council approve:

- i) The implementation of revised Administrative Arrangements for Household Refuse and Recycling Services in Tamworth and Lichfield;**
- ii) The establishment of a Joint Committee for Waste Management in Tamworth and Lichfield, as set out in Section d above, to implement the administrative arrangement. :**
- iii) The Service Standards & Delivery Arrangements as set out in Appendix A:**
- iv) The Councils Constitution be amended to reflect the new arrangements;**
- v) That Cabinet be authorised to approve any actions required to implement the proposed Joint Administrative Arrangements.**

Appendix A - Operational Plan For The Shared Service

1.0 Development of the Operational Plan and the Main Drivers

The following drivers were considered and used in the development of the Operational plan for the shared service:

Public Consultation and Best Practice

Consultation	<ul style="list-style-type: none"> ● Feedback from Tamworth Listens. ● Results from Public Consultation exercise undertaken by MEL Research in November 2008. ● Information received through the Waste Managements Customer Contact Centre.
Best Practice	<ul style="list-style-type: none"> ● Trends in collection methodology at other Local Authorities – move towards commingled collections. ● Information from Recycling Wardens on participation and quality of material. ● Results from Lichfield’s dry recycling trial – single stream and dual stream. ● Development of technology at Material Reclamation Facilities that have enabled a feasible fully commingled collection system.

Customer Experience

Shared Service Specification	<ul style="list-style-type: none"> ● Agreement on a standardised service specification for both authorities – materials, frequency of collections, containers etc.
Ease of use	<ul style="list-style-type: none"> ● Simplify service in order to reduce the risk of incorrect use of service. ● Recycling container capacity to maximise tonnages.
Service quality	<ul style="list-style-type: none"> ● Monitoring and management of service performance.
Customer Contact	<ul style="list-style-type: none"> ● Maintaining the relationship with customers – CRM. ● Communication campaigns.
Policies and Procedures	<ul style="list-style-type: none"> ● Development of a set of policies and procedures to ensure that the service is delivered in an equitable manner.
Equality Impact Assessment	<ul style="list-style-type: none"> ● Development of a service which allows all residents to participate and to recycle the full range of materials.

Economic

Operational Efficiency	<ul style="list-style-type: none"> ● Review of existing operations and rounds in each authority in order to maximise the number of properties served by each crew.
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	<ul style="list-style-type: none"> ● Use of appropriate vehicle for the type of area i.e. urban or rural. ● Minimise travelling distance and time to tipping off locations. ● Reduce the overcapacity on the green waste service during the winter months. ● Provision of service to properties without kerbside access. ● Remove the fluctuations in the working hours of the crews. ● Level of supervision and managerial arrangements. ● Managing vehicle breakdowns and staff absenteeism.
Income	<ul style="list-style-type: none"> ● Increased income from payment of Recycling Credit through additional tonnage. ● Maximise opportunities for increasing income from the sale of dry recycle. ● Maintaining quality of dry recycle by reducing contamination.
Infrastructure	<ul style="list-style-type: none"> ● Utilising and adapting existing vehicles to avoid early termination costs. ● Join existing arrangement for the processing of dry recycle – South Staffordshire Bulking and Baling Consortium and Greenstar. ● Utilising existing outlets for the processing of organic waste. ● Minimise cost.
Rate Fees	

Infrastructure

Facilities	<ul style="list-style-type: none"> ● Shared use of a depot facility. ● Capacity of the depot to deliver a shared service i.e. HGV parking and on site maintenance ● Transfer station for dry recycle in Tamworth. ● Availability of In-vessel Composting Facilities. ● Availability of Material Reclamation Facility. ● Balance the delivery of materials to the various outlets.
Vehicles	<ul style="list-style-type: none"> ● Availability of existing vehicles. ● Suitability for collection of different waste streams.
Manpower	<ul style="list-style-type: none"> ● Availability of a trained and motivated workforce. ● Review of crew working conditions – Task and finish.

Environmental

Carbon Footprint	<ul style="list-style-type: none"> ● Overall impact of service on environment. ● Reduction of waste miles. ● Fuel efficiency of vehicles. ● Impact of box collections on littering. ● Provision of food waste collections to Tamworth residents. ● Final destination for dry recycle.
Litter	
Odour	
Sustainability	

Waste Policy/Strategic

Recycling Performance	<ul style="list-style-type: none"> ● Provision of food waste service to Tamworth residents. ● Expansion of materials that can be recycled. ● Predicted increases in recycling tonnage and reductions in residual waste. ● Residual waste capacity for the standardised service. ● To allow for the future expansion of the arrangements - other local authorities joining the partnership.
Waste minimisation	
Shared Service	

Health and Safety

Lifting and carrying of boxes	<ul style="list-style-type: none"> ● Impact on residents and crews. ● Communal collection points. ● Communal bin stores. ● Collection methodology.
Properties with restricted access	

2.0 Standardised Service

The adoption of a standardised service across both local authorities is essential if the efficiencies that a shared service will deliver are going to be maximised. This doesn't mean that there cannot be some local flexibility but the fundamentals such as collection frequency and methodologies must be standardised.

The reasons why a standardised service offers the best chances of maximising efficiencies are as follows:

- 1) Vehicles do not have to stop at the shared boundary thus allowing rounds to be designed in order to maximise both productivity and payload capacity.

- 2) Greater flexibility to cover for vehicle breakdowns and staff absenteeism.
- 3) Provides a solution to the issue of excess capacity (i.e. having to resource to the peaks) on the Organic waste services, which both authorities currently experience.
- 4) Balance the delivery of materials in to the various outlets i.e. landfill, MRF and In-vessel
- 5) Competitive advantage when considering contracts with material reprocessors – greater tonnages of the same mix of materials.
- 6) Reduced administration
- 7) Reduced costs at the transfer stations
- 8) Staff training costs are minimised
- 9) Standardised communications with residents.
- 10) Standardised procurement of vehicles bins and boxes etc.

The Standardised Service

	Residual	Organic	Dry Recycling Single Stream
Frequency	Alternate Weekly	Alternate Weekly	Alternate Weekly
Arrangements	Alternates with organic waste service	Alternates with residual waste service	Provided on same week as Organic Waste service
Materials	Non recycleate	Garden and Food	Glass, Cans, Paper, Card, Plastics and Tetrapaks
Containers	<ul style="list-style-type: none"> • 240 litre Bin 	<ul style="list-style-type: none"> • 240 litre Bin 	<ul style="list-style-type: none"> • 240 litre Bin – All Dry Recyclate • 360 litre Bin on request.
Outlets	<ul style="list-style-type: none"> • Poplars Landfill Site • Kingsbury Landfill Site 	<ul style="list-style-type: none"> • Biffa In vessel facility at Etwall • Jack Moody In vessel facility at Cannock 	<ul style="list-style-type: none"> • Greenstar Materials Recovery Facility at Aldridge. Approximately 50% of material will have to be bulked up at Tamworth.

3.0 Operational Plan

Provision	Justification
The service will operate out of a single depot, which will be Lichfield's existing facility at Burntwood. Lichfield will become the host authority for the employment of all staff engaged in the operation of the administrative arrangement	<ul style="list-style-type: none"> • Effectiveness of service as there will only be one facility to fund. However this will not be a direct saving as it is a current contract cost for Tamworth, and will provide opportunity and risk to TBC in re-letting the industrial units currently leased to the contractor. • All resource and vehicles will be on one site, which makes it much easier to manage staff absenteeism, vehicle breakdowns and other emergencies. TUPE advice has been obtained in this matter and it is a logical method of dealing with the general management of the administrative arrangement. It will also maximise expertise available within the joint team.
The Residual Waste, Organic Waste and Recycling	<ul style="list-style-type: none"> • Resource can be matched to demand and in particular this will allow the removal of the over

<p>Services will Operate independently of each other.</p>	<p>capacity which currently exists on the Organic Waste service during the winter months. The additional capacity required in the summer months will be provided using hired vehicles and agency staff.</p> <ul style="list-style-type: none"> Remove the fluctuations in the working hours of the crews throughout the year Enables every property to receive each of the services on the same day during the respective week.
<p>The Existing Boundary between the two districts will be ignored and the combined area divided into five sectors each containing approximately 14,500 properties. Each sector will be assigned a particular day of the week (Monday to Friday) so that collections can then move from west to east (See table below).</p>	<ul style="list-style-type: none"> The combined fleet will all be in one sector on any particular day, which will make it much easier to manage vehicle breakdowns, adverse weather or sudden staff absenteeism. Rounds can be designed so as to maximise the number of properties served and also ensure vehicles are filled to capacity rather than finishing at the existing borough boundary ¾ full. Reduced costs of supervision. Support services such as Recycling Wardens etc will be able to be more efficiently deployed and provide further opportunity within LDC as it is a service not currently offered.
<p>Each sector will be split into two areas namely Area A and Area B. In week one Area A would receive their Residual Waste collection and Area B would receive their Organic Waste and Dry Recyclate collections. In week two the services would be reversed in each area.</p>	<ul style="list-style-type: none"> Allows the delivery of materials into the various outlets to be balanced. Enables every property to receive each of the services on the same day during the respective week.

4.0 Proposed Sectors and Schedule

Sector 1 - Round 1	Sector 2 – Round 2	Sector 3- Round 3	Sector 4 – Round 4	Sector 5 – Round 5
<p>Tamworth North Tamworth East Hopwas</p>	<p>Tamworth West Wiggington Comberford Harlaston Edingale Croxall Clifton Campville No Mans Heath</p>	<p>Tamworth South Lichfield South Lichfield East Whittington Swinfen Weeford Canwell Hopwas Fisherwick Huddlesford Alrewas Wychnor Orgreave Fazeley Mile Oak Elford</p>	<p>Lichfield North Lichfield West Shenstone Stonnall Wall Hilton Footherley Little Hay Handsacre Armitage Little Aston Fradley Kings Bromley</p>	<p>Burntwood Upper Longdon Lower Longdon Gentleshaw Brereton Chorley Hammerwich Colton Pipe Ridware Hill Ridware Mavesyn Ridware</p>

N.B. Collection days will not change on Bank Holidays

Cabinet

10th March 2010

Report of the Portfolio Holder for Public Health and Well Being

Service Level Agreement for the Disposal of Domestic Waste and the provision of Waste to Staffordshire County Council's proposed W2R Plant

Purpose

To seek Cabinet approval to enter into the above Service Level Agreement with all other Staffordshire District Councils and Staffordshire County Council, to facilitate the disposal of waste.

Executive Summary

The Staffordshire Joint Waste Management Board have previously agreed to support the production of a Service Level Agreement to formalise the County Council's and District Councils' responsibility for the disposal of waste once the proposed W2R plant becomes the major residual waste disposal point in southern Staffordshire.

In January of 2008 each Staffordshire Chief Executive signed a memorandum of understanding to embracing the terms of these responsibilities while the Service Level Agreement underwent development.

The "SLA" is attached to this report as Appendix A for Members consideration, however an outline of the agreement and its obligations is noted below:

1. The Agreement outlines, in a legally binding way, the respective responsibilities of the all District Councils following their signing of the Memorandum of Agreement, dated January 2008, in respect of the adoption of the Staffordshire and Stoke on Trent Joint Municipal Waste Strategy 2007.
2. This Agreement identifies key targets, dates by which those targets should be met, and actions required to achieve these to produce the outcomes in the County Councils Waste Strategy.
3. The Agreement offers a joined-up strategic approach to waste collection and waste disposal in Staffordshire, and encourages all Councils named to continue to provide these collection and disposal services in the most effective and efficient manner.

All Members of the Staffordshire Joint Waste Management Board have committed via each districts local waste strategy to support the delivery of the overall joint municipal waste strategy, and that obligation is clearly encompassed within this agreement.

Risk

The Service Level Agreement supplied contains several drafting errors, which will need correction prior to sealing, and Members are asked to note that many of the terms contained in the document are quite general and do not go into specific matters. While this is not a key risk to the Council, and many of the other Staffordshire Districts have already signed up to this agreement, Members are asked to note that while the agreement conveys the meaning Districts have previously agreed to, it is not particularly robust. It is suggested that should Members be minded to enter into this agreement, Officers be tasked with correcting the drafting errors prior to sealing.

Financial implication

There are no financial implications directly arising from this report

Recommendation

Subject to the Service Level Agreement being amended to correct typographical and drafting errors, Members approve the Council to enter into the Service Level Agreement with other Staffordshire District Councils and Staffordshire County Council.

Service Level Agreement

Between

Staffordshire County Council

and

Cannock Chase District Council

and

East Staffordshire Borough Council

and

Lichfield District Council

and

Newcastle-under-Lyme Borough Council

and

South Staffordshire District Council

and

Stafford Borough Council

and

Staffordshire Moorlands District Council

and

Tamworth Borough Council

Concerning

**the Collection and Disposal of Staffordshire Waste
and the provision of Waste to the
Staffordshire County Council W2R Plant**

**John Tradewell, Solicitor
Director of Law and Governance
Staffordshire County Council
County Buildings
Martin Street
Stafford, ST16 2LH**

AQ429R/ v.2 /LAJJ/January 2010

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THIS SERVICE LEVEL AGREEMENT is made on the day of 2010

BETWEEN

(1) Staffordshire County Council of County Buildings, Martin Street, Stafford, ST16 2LH (referred to in this agreement as “the WDA”);

and

(2) Cannock Chase District Council of Hawk Greek Lane, CANNOCK, Staffordshire, WS11 4BG;

and

(3) East Staffordshire Borough Council of Town Hall, King Edward Place, BURTON UPON TRENT, Staffordshire, DE14 2EB;

and

(4) Lichfield District Council of District Council House, Frog Lane, LICHFIELD, Staffordshire, WS13 6YU;

and

(5) Newcastle-under-Lyme Borough Council of Civic Offices, Merrial Street, NEWCASTLE-UNDER-LYME, Staffordshire, ST5 2AG;

and

(6) South Staffordshire District Council of Council Offices, CODSALL, South Staffordshire, WV8 1PX;

and

(7) Stafford Borough Council of Civic Centre, Riverside, STAFFORD, ST16 3AQ

and

(8) Staffordshire Moorlands District Council of Moorlands House, Stockwell Street, LEEK, Staffordshire, ST13 6HQ;

and

(9) Tamworth Borough Council of Marmion House, Lichfield Street, TAMWORTH, Staffordshire, B79 7BZ;

(referred to collectively in this Agreement as “the WCAs”)

A. Purpose of this Agreement

1. The purpose of this Agreement is to specify in a legally binding agreement the respective responsibilities of the Parties following their signing of the Memorandum of Agreement, dated January 2008, in respect of the adoption of the Staffordshire and Stoke on Trent Joint Municipal Waste Strategy 2007.
2. This Agreement specifies, in a partnership context and in the context of the Staffordshire and Stoke on Trent Joint Municipal Waste Strategy 2007 (“the JMWMS”), key targets, dates by which those key targets should be met and actions required by which Parties in order to achieve the key targets in the Strategy.
3. By adopting this joined-up strategic approach to waste collection and waste disposal in Staffordshire it is the intention of the Parties to continue to provide these services in the most effective and efficient manner.
4. During the term of this Agreement the WDA intends to enter into a long-term PFI procurement contract with a private sector provider for the treatment of

waste received from the WCAs and to manage and control the corporate risks to the WCAs and the WDA (“the PFI Contract”). As a consequence, during the term of this Agreement, the Parties will need to agree together a variation to the terms of this Agreement so as to reflect certain terms in the PFI Contract, which is yet to be finalised, such as waste delivery and other input requirements.

5. In order to facilitate the procurement and enable the preparation of the PFI Contract documents the WDA will need to receive from the WCAs reliable up-to-date waste data and data projections. For those purposes, the WCAs agree to provide to the WDA within reasonable timescales such data and projections as the WDA may reasonably require.

B. Background

Whereas

- A Pursuant to section 30(2) of the Environmental Protection Act 1990 the WDA is designated a Waste Disposal Authority within its administrative boundary.
- B Pursuant to section 30(3) of the Environmental Protection Act 1990 each WCA is designated a Waste Collection Authority within its administrative boundary.
- C. The WDA has statutory functions in respect of waste disposal and each WCA has statutory functions in respect of waste collection
- D. The WDA and the WCAs are working in collaboration in a spirit of partnership under the aegis of the Staffordshire and Stoke on Trent Waste Partnership and Joint Waste Management Board (“the JWMB”).
- E. Members of the JWMB have each committed to the terms of a Joint Municipal Waste Management Strategy pursuant to which the Parties have agreed to achieve certain specified joint targets in relation to (amongst other things) recycling, the composting of waste and the diversion of biodegradable waste from landfill.
- F. The Joint Municipal Waste Management Strategy (“the JMWMS”) outlines the overall strategy and policies and predicts both the quantities of municipal waste which will need to be collected and the options for recycling and disposal. In keeping with the landfill directive, government policies and Staffordshire’s own “Zero Waste to Landfill by 2020” strategy the JMWMS also indicates, levels of recycling and composting which will need to be

attained in order to achieve our objectives as well as the size and nature of disposal facilities required to deal with residual waste. The JMWMS has been formally adopted by the WDA and by each of the WCAs (and by the City of Stoke on Trent as a Unitary Authority).

F. The WDA and the WCAs are, together with others, members of the Staffordshire Waste Partnership and, in that capacity are parties to a Local Area Agreement (“LAA”) containing (amongst other things) certain targets for the management of waste.

G. The WDA is required by the European Directive 1999/31/EC on the Landfill of Waste to reduce the amount of waste which it disposes of to landfill sites and is subject to certain statutory landfill disposal limits the exceeding of which will give rise to substantial and incrementally increasing Landfill Taxation.

H. The Parties accordingly recognise and endorse the need jointly and severally:

- a) to act in order to address UK and European Union statutory waste minimisation targets,
- b) to divert biodegradable municipal waste from landfill,
- c) to increase recycling and waste recovery, and
- d) to promote sustainable development, including the use of waste as a strategic resource.

III. The WDA is at the date of this Agreement in the process of bidding to Central Government under the Government's Private Finance Initiative (“PFI”) for PFI credits to support the provision by the WDA of a residual waste management facility known as “Project W2R” to achieve diversion away from landfill for all of the residual waste required to be disposed of by the WDA. Due to the urgent time scale for implementation of Project W2R and potential cost of not providing alternative disposal facilities, Project W2R is a strategic priority for the WDA being a vital element in enabling the WDA to avoid the financial penalties associated with landfilling).

- A. One of the principle requirements for the award of PFI credits in respect of Project W2R is that the WDA and the WCAs should enter into binding agreement as to the achieving the targets set out in the JMWMS.
- B. The WDA and the WCAs have agreed to enter into this Agreement in order to regulate the achieving of the targets set out in the JMWMS and the manner in the recyclable municipal waste and biodegradable municipal waste will be dealt with in Staffordshire in the future.
- C. The Parties now wish to establish a clear and accountable framework of respective responsibilities in this Agreement under which they can work together in discharging their respective waste collection and disposal responsibilities with regard to Residual Waste, work towards an overall approach to Composting and Recycling within Staffordshire and to promote the economic, environmental and social well-being of their respective areas. They wish to be able to respond in a more effective and co-ordinated way in relation to the development and implementation of the Staffordshire Joint Municipal Waste Management Strategy and to introduce and promote joint working arrangements that will be in the best interests of the council tax payers of Staffordshire.
- D. In deciding to enter into this Agreement, each of the Parties has had regard to its community strategy prepared by it pursuant to Section 4 of the Local Government Act 2000.

NOW THE PARTIES HEREBY AGREE as follows:-

1. Definitions, interpretation and Precedence of Documents

1.1 Definitions

In this Agreement the following terms shall bear the meanings given to them in this clause 1.1.

"Agreement" means this Service Level Agreement including its Schedules

"Announcement" has the meaning given to it in Clause 8.1;

"Best Value" means the duty imposed on waste authorities by Section 3 of the Local Government Act 1999 *"to make arrangements to secure continuous improvements in the way they exercise their functions having regard to a combination of economy, efficiency and effectiveness"*;

"Biodegradable Waste" means Waste which is able to decompose through the action of bacteria or other microbes and includes paper, cardboard, Green Waste and Kitchen Waste;

"Business Day" means a day (other than a Saturday or Sunday) on which the banks are open for domestic business in the City of London;

"Commencement Date" means the date of this Agreement;

"Commercial Waste" shall have the meaning given to it in Section 75(7) of the EPA;

"Composting" means the process of natural degradation of organic wastes in the presence of oxygen and during which material suitable as fertiliser or soil conditioner is produced;

"Confidential Information" means information that ought to be considered as confidential (however it is conveyed or on whatever media it is stored), whether or not it is marked as proprietary and may include information whose disclosure would, or would be likely to, prejudice the commercial interests of any person, trade secrets, intellectual property rights and know-how of a Party and all personal data and sensitive personal data within the meaning of the Data Protection Act 1988;

"EPA" means the Environmental Protection Act 1990, as amended from time to time;

"Household Waste" means as defined under Section 75(5) of the EPA;

"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;

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

"Joint Waste Collection Strategy" means the strategy to be developed by the WCAs through the JWMB in accordance with clause 3.2

"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;

"Landfill Allowances Trading Scheme" and "LATS" means the landfill allowances trading scheme established pursuant to the Waste and Emissions Trading Act 2003 and the Landfill Allowances and Trading Scheme (England) Regulations 2004;

"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;

"Local Area Agreement" means an agreement that contains (among other matters) mandatory targets and other outcomes in respect of Municipal Waste recycling and landfill diversion, which is developed by a local authority (all single and upper tier authorities) in agreement with local partners through the local strategic partnership and in agreement with central Government;

"Memorandum of Understanding" and "MoU" mean the Memorandum of Agreement dated January 2008 relating to the adoption of the Staffordshire and Stoke on Trent Joint Municipal Waste Strategy 2007

"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, Industrial Waste, fly tips and street cleansing arisings but excluding Commercial Waste unless the Parties agree otherwise;

"Staffordshire Waste Partnership" means the partnership comprising the Parties all of which have certain responsibilities for the management of waste in Staffordshire whose intention is to work together to develop and deliver coordinated services and infrastructure for more efficient waste collection, transfer, treatment and disposal and to investigate the opportunities for formalising partnership working between the Parties;

"Party" means a party to this Agreement unless otherwise expressly provided and the term **"Parties"** shall be read accordingly.

"PFI Service Provider" means the service provider appointed by the WDA under the PFI Contract referred to in clause A4;

"Project W2R" means the new residual waste treatment facility to be developed by the WDA.

"Recycling" means the reprocessing of non-hazardous waste material either into the same or a different product;

"Residual Waste" means that waste which remains after Recycling and Composting;

"Statutory Targets" means the targets for composting and recycling of Household Waste as set out in Waste Strategy for England 2007;

"Waste" means Household Waste, Commercial Waste, Industrial Waste as defined in Section 75 of the EPA;

"Waste Collection Authority" and "WCA" mean a waste collection authority pursuant to section 30(3) of the EPA, and for the purposes of this Agreement means each of the WCAs;

"Waste Disposal Authority" and "WDA" mean a waste disposal authority pursuant to section 30(2) of the EPA and for the purposes of this Agreement means Staffordshire County Council

"WEEE" means Waste Electrical and Electronic Equipment

"WET Act" means the Waste Emissions Trading Act 2003 as amended from time to time.

1.2 Interpretation

In this Agreement except where the context otherwise requires:

- a) the masculine includes the feminine and vice-versa;

- b) the singular includes the plural and vice versa;
- c) reference to any Clause, Paragraph, Table or Schedule is, except where expressly stated otherwise, a reference to such clause, paragraph, table or schedule of and to this Agreement;
- d) the Schedules to this Agreement shall form part of this Agreement;
- e) save where stated otherwise, any reference to this Agreement or to any other document shall include any permitted variation, amendment or supplement to the Agreement;
- f) any reference to any guidance, code of practice, government strategy document, enactment, order, regulation or other similar instrument shall be construed as a reference to the guidance, code of practice document, enactment, order, regulation or instrument as amended, replaced, consolidated or re-enacted;
- g) reference to a person shall include a firm, partnership and corporation, and to their lawful successors and permitted assignees and transferees;
- h) headings are for convenience of reference only;
- i) words preceded by “include”, “includes”, “including” and “included” shall be construed without limitation by the words following those words;
- j) any obligation imposed on a Party to do or not to do any act, matter or thing includes, unless expressly stated otherwise, an obligation to procure that that act, matter or thing is done or not done (as the case may be);
- k) subject to any express contrary provisions of this Agreement, the obligations of a Party are to be performed at the entire cost and expense of that Party;
- l) This Agreement shall be construed and interpreted as a whole provided always that Clause 2.1 shall take precedence over all other provisions in this Agreement;
- m) In the event of any inconsistency or conflict between the provisions of the main body of this Agreement and the Schedules herein, the main body of the Agreement shall prevail.

1.3 Precedence of Documents

- a) To the extent that there appears any conflict between any provision or provisions of this Agreement and any provision or provisions of the MoU then the provision or provisions of this Agreement shall prevail.
- b) The provisions of this Agreement shall be construed as complementary in all respects to, and not in any way in substitution for, the provisions of the LAA or of the JMWMS.

2. General provisions

2.1 Vires

- h) The WDA and the WCAs have entered into this Agreement 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 Emissions Trading Act 2003, section 111 of the Local Government Act 1972, section 2 of the Local Government Act 2000 and all other enabling powers.
- i) No provision of this Agreement shall prevent, prejudice or affect the County Council's rights, powers, duties and obligations in relation to the exercise of its functions as a county council and nothing herein shall have the effect of fettering or limiting the County Council in that regard.

Compliance with the General Law

- a) The Parties shall at all times comply with all directives, statutes, orders, regulations, codes of practice and rules of law including, but not limited to, the collection and disposal of waste and related health and safety matters. Without prejudice to the generality of the foregoing, the Parties shall comply with the provisions of the Sex Discrimination Act, 1975; the Equal Pay Act 1979 (as amended); the Race Relations Act, 1976; the Race Relations (Amendment) Act, 2000; the Disability Discrimination Act, 1995; the Data Protection Act, 1998; the Human Rights Act, 1998; the Employment Relations Act, 1999 and the Freedom of Information Act 2000.
- b) No Party shall have any remedy in respect of any untrue statement made at any time by any other Party and upon which he may have relied in entering into this Agreement. The only remedy in respect of any rights and obligations arising under or in connection with this Agreement shall be for breach of contract.
- c) Nothing in this Agreement shall exclude the liability of any Party to any or all of the other Parties for any fraudulent statement or act by that Party or on their behalf.

3. General Responsibilities

Waste Collection Authorities

- 3.1 The WCAs have and will at all times retain full responsibility for the collection of all municipal waste within their own administrative boundaries.
- 3.2 The method and frequency of the chosen collection system(s) in each WCA shall remain the sole responsibility of the respective WCA. However, the WCAs agree to work together through the JWMB to develop a Joint Waste Collection Strategy which will aim to maximise the efficiency and effectiveness of waste collection and recycling across Staffordshire.

3.4 The WCAs shall take in to full account any Joint Waste Collection Strategy when developing or altering their collection systems.

3.5 The WCAs agree to take in to full account the requirements of the WDA in terms of their deliveries of residual waste and recyclable and compostable materials to WDA waste disposal facilities.

Waste Disposal Authority

3.6 The Waste Disposal Authority has and will retain the responsibility for the disposal of Municipal Waste and for the provision and maintenance of Household Waste Recycling Centres (HWRCs) within Staffordshire.

3.7 The WDA will develop a new residual waste treatment facility (“Project W2R”) with the aim of avoiding any LATS liabilities and achieving Zero Waste to landfill by 2020. The WDA will develop this facility with Best Value principals in respect to both the costs and liabilities of the County and those of the WCAs.

Waste Minimisation

3.8 The WDA and the WCAs shall, through the JWMB, work together to provide a waste minimisation strategy and implementation plan. The waste minimisation strategy will be aimed at achieving the targets set out Table 1.

Table 1

	2010	2015	2020
Household waste per head of population not re-used, recycled or composted	310 kg	270kg	To be Agreed

Recycling and Composting Targets

3.9 The WCAs shall develop and maintain waste and recyclable material collection systems which will facilitate the achievement of the recycling targets set out in the Joint Municipal Waste Strategy 2007, LAA and Waste Strategy for England 2007. These targets, restated in Table 2, are to be regarded as both individual and collective targets of the WCAs.

Table 2

	2009/10	2012/13	2013/14	2019/20
Joint Waste Strategy Targets				
Percentage of Household waste recycled or composted	45	48	50	55

Combined (% of MSW)	41	44	46	50
National Waste Strategy				
Combined % of Household waste recycled or composted	40		45	50
LAA (Block 5)	40			

9.1 The WCAs recognise the importance of commitment to and achievement of the above targets in order to:

- a) Assist with the diversion of waste away from landfill and thus the avoidance of LATS penalties
- b) Gaining PFI credits for project W2R
- c) Continuation of LAA funding and support

3.11 Each WCA shall agree to produce an implementation plan for waste collection and recycling to demonstrate how the above targets will be achieved and any necessary works funded. The plan shall be produced at least two years prior to the key target dates in Table 2.

3.12 Where a WCA has already achieved or exceeded the above targets no implementation plans will be required. However, the authority shall be required to commit to retaining and where practicable improving recycling and composting levels.

3.13 WCAs shall work in conjunction with the WDA and the other Staffordshire WCAs to ensure that their implementation plans are consistent with the Waste Strategy, waste collection strategy and or any other collective county wide policies.

Dry Recyclables

3.14 WCAs shall implement systems for the kerbside collection of dry recyclables commensurate with the targets for dry recyclables set out in Section 6 of the JMWMS and Table 2 above. WCAs shall also maintain a network of bring sites. The extent and nature of the bring sites to be agreed as part of any implementation plan.

3.15 WDA shall maintain a network of HWRCs at which it will offer a complimentary range of dry recycling including WEEE, wood, building materials, scrap metal, bulky green waste, bulky household waste etc.

1.1 WCAs may:

- a) Arrange for the collection and or sale of dry recyclables through a third party procured by the WCA; or

- b) Arrange for the collection and or sale of dry recyclables through a third party procured by a consortium of WCAs; or
- c) Arrange for the collection and delivery of dry recyclables to a facility procured by the WDA on behalf of one or more WCAs.

or any combination of any of these three options

- 3.17 The WDA shall pay to each WCA an agreed recycling credit for each tonne of recyclable material diverted from final disposal and certified by the respective WCA as having been recycled.
- 3.18 If a WCA opts to send materials to a WDA-procured facility it shall not receive a recycling credit. However, the WDA may arrange suitable payments to ensure that the WCA is in a no worse financial situation than had it procured the facility itself.

Compostable Wastes

Green waste (windrow composting)

- 3.19 WCAs shall implement suitable systems for the kerbside collection of green waste commensurate with the targets for compostable waste set out in Section 6 of the Waste Management Strategy and Table 2 to this Agreement.

3.20 WCAs may:

- Arrange for the collection and or composting of green waste through a third party procured by the WCA.
- Arrange for the collection and or composting of green waste through a third party procured by a consortium of WCAs.

or a combination of these options.

- 3.21 The WDA shall pay an agreed recycling credit to each WCA for each tonne of material diverted from final disposal and certified by the respective WCA as having been composted.

Green waste and or food waste (in-vessel composting (IVC)) or Anaerobic Digestion (“AD”)

- 3.22 No WCA shall be obliged to collect food waste, either separately or as part of a green waste collection. However, WCAs will need to demonstrate in their implementation plans, how the Waste Strategy targets can be met without such collection and treatment of food waste.

1.0 WCAs may:

- a) Arrange for the collection and or composting of green/food waste through a third party procured by the WCA.

- b) Arrange for the collection and or composting of green/food waste through a third party procured by a consortium of WCAs.
- c) Arrange for the collection and delivery of green/food waste to a facility procured by the WDA on behalf of one or more WCAs

or any combination of these three options

- 3.24 The WDA shall pay an agreed recycling credit to the WCA for each tonne of recyclable material diverted from landfill and certified as having been composted or processed.
- 3.25 If the WCA opts to send materials to a WDA procured facility, it shall not receive a recycling credit. However, the WDA may arrange suitable payments to ensure that the WCA is in a no worse financial situation than had it procured the facility its self.
- 3.26 Where a WCA puts forward a firm proposal for the introduction of food and or mixed food and green waste collection, the WDA shall if practical procure suitable local facilities for the treatment of the waste or suitable transfer arrangements for the treatment of the waste at a more distant facility.
- 3.27 The WDA recognises that AD may in some instances be a more environmentally beneficial treatment system than in vessel composting. However, any procurement of one or other of these systems can only be completed using an open tender and best value assessment of any proposals received.

Statutory Functions

- 3.28 The WDA has statutory power to direct the WCAs as to how the waste the WCAs collect is to be separated and delivered to the WDA. The arrangements set out in this Agreement and any subsequent agreement in respect of its subject matter are entirely without prejudice to that continuing statutory power.
- 3.29 Each WCA has a statutory right to receive 'recycling credits' (being in general terms a payment to reflect the saving made by the WDA in the cost of its waste disposal operations when WCAs divert waste from the waste stream by recycling or composting). The operation of this Agreement will not extinguish or be construed as a waiver of such right.
- 3.30 The parties will co-operate so far as lawful to enable the obtaining of planning and other necessary consents, licences, permissions and other authorisations required for the provision and operation of the infrastructure to be provided in accordance with this Agreement.

Delivery of Residual Waste to Treatment Facilities

- 3.31 The WDA shall ensure that no WCA is placed in a significantly worse situation in regard to delivery of waste to either the W2R facility or any existing facilities than is the current situation.
- 3.32 Where travel distances or travel times to the treatment facilities are significantly increased the WDA shall if reasonable to do so provide appropriate transfer facilities.
- 3.33 The WCAs recognise that the benefits of travelling to a transfer facility or direct to a treatment plant, will compensate for any minor increases of travelling time and mileage.
- 1.1 Prior to Project W2R and any other new facilities opening and if new systems of working are instigated at any time by any WCA, the WCA and the WDA shall agree a waste delivery schedule in order to facilitate a managed flow of waste to the plant and or transfer facility. This waste delivery schedule shall also be agreed with any neighbouring WCAs and others who deliver waste to the facility.

Financial Incentives

- 14.1 The WDA and the WCAs shall agree a financial incentive scheme which will encourage recycling and composting. This scheme will be based on the Recycling credits currently paid by the WDA to the WCAs.
- 14.2 The WDA and the WCA may agree a financial incentive scheme for the distribution of any LATS income and or LATS penalties which may arise.

Commercial Waste

- 14.3 Each WCA may arrange for the collection of Commercial Waste. Waste suitable for treatment at the W2R or Hanford plants may be delivered directly to those plants or via WDA transfer facilities. WCA will make specific arrangements with the WDA for waste not suitable for treatment, so that alternative disposal methods can be arranged.
- 14.4 Each WCA shall be charged for the actual disposal costs plus administration costs incurred by the WDA in respect of such waste at a rate set by the WDA. The principles for setting the rates for the disposal costs shall be subject to annual review and shall be varied so as to reflect changes in cost to the WDA from disposing of Commercial Waste including the introduction of and/or increases in any applicable Landfill Tax, changes in contract costs associated with disposal or treatment of commercial waste, and any costs associated with the Landfill Allowance Trading System (LATS).
- 14.5 Charges for the disposal of Commercial and Industrial Waste shall be based on actual tonnages delivered where possible. Otherwise, it will be based on estimated tonnages determined by reference to the numbers and sizes of containers emptied and the assumed average weights thereof.

- 14.6 Within 3 months of the commencement of each calendar year during the term of this agreement, each WCA shall provide the WDA with an estimate of the types and quantities of Commercial and Industrial Waste to be delivered for disposal (where appropriate) for the forthcoming calendar year. Each WCA shall supply the WDA with monitoring reports updating the projections of commercial and industrial waste quantities by the following dates in each year.
- 14.7 The WCA shall give the WDA no less than six months notice in writing of its intention to discontinue, initiate, significantly reduce or expand commercial and industrial waste collections, including where it intends a privatisation or disposal of these services.
- 14.8 Any commercial and/or industrial waste collected by a district or borough council other than in its capacity as WCA (for example, parks and gardens waste, highways maintenance waste, housing maintenance waste) and delivered to the WDA shall be the subject of a separate agreement. WCAs may make their own arrangements for the disposal of such waste.
- 14.9 The WCAs will encourage recycling and composting of Commercial and/or Industrial Waste where possible.
- 14.10 Where charges are levied on the basis of actual tonnages the WCA shall make payment upon being invoiced.

Responsibilities of all of the Parties

Each Party shall in the performance of this Agreement and to the extent that it is lawful, and reasonably practicable to do so -

- a) Ensure that the planning, development and implementation of their services is as transparent as possible to the public and to the other Parties;
- b) consult in a timely fashion with all stakeholder groups in Staffordshire in relation to significant waste management issues which are or are likely to affect them;
- c) act in the best interests of all council taxpayers, give consideration to the implications for each Party of their actions and take fully into account what is fair and equitable for each of the Parties;
- d) provide effective, efficient and financially viable waste services.
- e) explore the development of joint initiatives between all or some of the Parties in respect of waste minimisation, recovery, collection and disposal;
- f) act in a spirit of mutual trust, support and respect, and ensure that if and when difficulties or differences of opinion arise between any of the Parties they are addressed quickly, honestly and openly.
- g) share in a fair and equitable manner (having regard to respective statutory responsibilities and the provisions of clause 4) the cost and work involved in complying with this Agreement;

- h) take a broader view on waste management in Staffordshire than that of any individual WCA or WDA in seeking to meet the collective objectives of the Parties;
- i) as existing waste collection contracts expire, seek as soon as possible to procure new waste collection contracts consistent with and to facilitate the performance of this Agreement;
- j) promptly provide all information reasonably requested by another Party in so far as is reasonably practicable to do so and without incurring undue cost in a timely fashion and in a readily usable form, including but not limited to -
 - a) details of contractual arrangements (or amendments to existing arrangements) of the Party associated with its statutory duties as a Waste Collection Authority or a Waste Disposal Authority (as the case may be);
 - b) early warning of potential failure by a Party or its contractor in meeting the Party's obligations under this Agreement;
 - c) actual failure by a Party or its contractor in meeting the Party's obligations under this Agreement;
 - d) new initiatives, policies or emerging policies relating to the minimisation, collection, recycling and disposal of Waste;
 - e) any other information that could reasonably be expected to impact upon this Agreement or the Parties to this Agreement;
- a) take all reasonable steps to mitigate any losses arising from the failure of any other Party properly to comply with the provisions of this Agreement.
- b) to the extent that any Party fails to comply with the provisions of this Agreement, to take all reasonable steps to mitigate the effects of such non-compliance on each of the other Parties and the agreed outcomes and outputs from this Agreement;
- c) actively work with the other Parties so far as is lawful and economically and environmentally reasonably practicable, to achieve the inputs, targets, outcomes and outputs specified in this Agreement.
- d) In particular, use all reasonable endeavours, working with the other Parties as appropriate, to minimise Waste and to increase the amount of Waste that is recovered and recycled in Staffordshire in line with Government targets, the Strategy, new Legislation and in particular the 1999 Landfill Directive, to educate the public and the commercial sector in Staffordshire about Recycling schemes, and why their participation in these schemes is crucial, and to ensure that as much Municipal Waste as possible is (in order of priority) reduced, reused, recycled or recovered in order that each of the Parties complies with its obligations under this Agreement;
- e) work with the other Parties to -

- a) 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
- b) make the strategic planning and development of Staffordshire's Waste services as transparent as possible to each other and to the public as a whole; and
- c) research and develop and implement detailed proposals to achieve the purposes referred to in Paragraph (ii) above; and
- d) develop, implement, support and continue to enhance such schemes as are decided upon and in particular, included in the Strategy; and
- e) enhance economic development and employment opportunities as part of these proposals wherever possible whilst embracing the principles of sustainability; and
- f) explore other appropriate partnership opportunities with both the private and public sectors in the pursuit of these aims and objectives.

18. Costs

- 18.1 Unless otherwise provided by this Agreement or by operation of law each Party shall bear its own expenses, costs, risks and liabilities in or arising out of, or pursuant to the preparation and performance of this Agreement and the preparation and performance of any variation hereto.

19. Breach and Termination

- 5.1 Subject to Clause 5.2 if any Party to this Agreement ("the Party in Breach") has committed a breach of its obligations under this Agreement and one or more of the other Parties suffers loss as a direct result of such breach, the Party in Breach shall indemnify such other Party or Parties to the full extent permitted by law (including complying with any restriction or control or limitation on the ability of the Party in Breach to incur expenditure) or by any regulatory authority or authority to whose instructions or directions the Party in Breach is subject, against all and any loss, cost, expense or liability (including legal and other professional costs and expenses on a full indemnity basis) suffered or incurred by the other Party as a result of such breach.
- 5.3 To the extent that a breach of this Agreement results from circumstances which are beyond the reasonable resources or the ability of the Party in Breach to control (for example where demographic changes have exceeded or fallen short of that Party's prudent estimates) the Party in Breach shall to that extent be relieved of its indemnity obligations set out in Clause 5.1.

- 5.4 Each WCA undertakes to procure to the extent that it can reasonably and lawfully do so that the acts or omissions of any person, firm or corporation which provides goods or services to it in connection with the discharge of its functions as a Waste Collection Authority shall not in any material way prejudice the position of the WDA under the PFI Contract.
- 5.5 Save as otherwise expressly provided for in this Agreement expiry or termination of this Agreement shall not affect the operation of Clause 4 (Costs), Clause 5 (Breach and Termination), Clause 6 (Confidentiality), Clause 7 (Freedom of Information Act 2000 and Environmental Information Regulations 2004), Clause 8 (Joint Statements and Publicity), Clause 9 (Dispute Resolution), Clause 10 (Notices), Clause 17 (Assignment), Clause 18 (Law and Jurisdiction) and Schedule 1 (Definitions) or under any other provision of this Agreement which is expressed to survive termination or which is required to give effect to such termination or the consequences of such termination.

6 Confidentiality

- 6.1 Subject to Clause 6.2 and Clause 7 (Freedom of Information Act 2000 and Environmental Information Regulations 2004), the Parties shall keep confidential all Confidential Information received by them in connection with this Agreement.
- 6.2 Clause 6.1 shall not apply in respect of –
- (c) any disclosure of information that is in the public domain at the time of disclosure or the receiving Party can show is in, or comes into, the public domain after disclosure otherwise than by a breach of these conditions; or
 - (d) the receiving Party can show was already in its possession free of any such restriction prior to receipt from the disclosing Party; or
 - (e) the receiving Party can show it has lawfully received from a bona fide third party without breach of any obligation to the disclosing Party; or
 - (f) any disclosure which is required by UK or EU legislation or by an order of a tribunal of competent jurisdiction, any Parliamentary obligation or pursuant to the requirements of any governmental or regulatory body having the force of law; or
 - (g) any disclosure of information by a Party to any department, office or agency of the Government or their respective advisors or the Audit Commission and any person appointed by the Audit Commission for the purpose of the examination and certification of the Party's accounts or any examination or investigation; or

- (h) any disclosure that is required to ensure compliance with the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004.

6.3 Subject to Clause 6.2 and to Clause 7 (Freedom of Information Act 2000 and Environmental Information Regulations 2004), in respect of all Confidential Information which may be disclosed by one Party to another or acquired by one Party from another under this Agreement, the receiving Party undertakes-

- (a) to keep the Confidential Information in strict confidence, and not to use the Confidential Information herewith other than for the purposes of this Agreement;
- (b) only to disclose the Confidential Information to such of its members, officers, employees, advisors and contractors (including any sub-contractors) as genuinely need-to-know for the purposes of this Agreement, and then only on the understanding that they agree to be similarly bound by the provisions of this Agreement. The receiving Party shall be responsible for ensuring that all such employees comply with the confidentiality obligations of this Agreement;
- (c) not to disclose the Confidential Information to any third Party whomsoever except with the prior written consent of the disclosing Party;
- (d) not to copy or reduce the Confidential Information to writing except as may be strictly necessary for the purposes of this Agreement;
- (e) to return to the disclosing Party on demand or termination all Confidential Information held in any form whatsoever including all copies thereof, and to destroy all notes and any other written reports or documents which may have been made by the receiving Party and which contain any part of the Confidential Information, except as authorised in writing by the disclosing Party, or as is strictly necessary to complete any outstanding obligations relating hereto between the Parties.

6.4 The property in all Confidential Information disclosed by any Party pursuant to this Agreement shall, subject to any right of any other owner, remain vested with the disclosing Party.

6.5 No licence or other rights are granted in the Confidential Information by the disclosing Party to the receiving Party except such licence to copy any writing or other document recording the Confidential Information to the extent authorised by the other sub-clauses of this Clause 6 and Clause 7 or to authorise the copying as a consequence of the receipt from the disclosing Party and downloading by the receiving Party of any electronic communication or document.

7 Freedom of Information Act 2000 and Environmental Information Regulations 2004

7.1 Each of the Parties acknowledges that it and each of the others is subject to the requirements of the Freedom of Information Act 2000 (“**FoIA**”) and the Environmental Information Regulations 2004 (“**EIR**”) and each Party shall where reasonable assist and co-operate with the other Parties (at each Party's own expense) to enable the other Parties to comply with these information disclosure obligations.

7.2 Where any Party receives a request for information under either the FoIA or the EIR in relation to information which it is holding on behalf of any of the other Parties in connection with this Agreement, it shall-

- (a) transfer the request for information to such of the other Parties as are the subject of the request as soon as practicable after receipt and in any event within two Business Days of receiving a request for information;
- (b) provide the other Party or Parties with a copy of all information in its possession or power in the form that the Party requires within ten Business Days (or such longer period as the Party may specify); and
- (c) provide all necessary assistance as reasonably requested by the other Party to enable the Party to respond to a request for information within the time for compliance set out in the FoIA or the EIR.

3.23 Where a Party receives a request for information under the FoIA or the EIR which relates to this Agreement or the Staffordshire Waste Partnership, it shall inform the other Parties of the request for information as soon as practicable after receipt and in any event at least two Business Days before disclosure and shall use all reasonable endeavours to consult with the other Parties prior to disclosure and shall consider all representations made by the other Parties in relation to the decision whether or not to disclose the information requested.

3.24 The Party which received the request for information shall be responsible for determining in its absolute discretion whether any information requested -

- (a) is exempt from disclosure under the FoIA or the EIR;
- (b) is to be disclosed in response to a request for information.

7.5 Each Party acknowledges that the other Parties may be obliged under the FoIA or the EIR to disclose information:

- (a) without consulting with the other Parties where it has not been practicable to achieve such consultation; or
- (b) following consultation with the other Parties and having taken their views into account.

8 Publicity

10.1 A WCA shall not itself make or authorise the making of by any person on its behalf any public statement or issue any media release or publish any other public document (an "**Announcement**") relating to, connected with or arising

out of this Agreement or the PFI Contract without consulting with the WDA in respect of its content and the manner of its presentation and publication.

- 10.2 The Parties expressly confirm that this Clause 8 does not limit or restrict any issue by a WCA of a public statement, press, release, advertisement, public notice or any other public document in the discharge of any of its functions except that of a WCA (in particular but without limitation its functions as a local planning authority, building control, health and safety or other regulatory authority) and that any statement, press release or other communication (in any media) issued by any member of a WCA in his constituency role or by any member of a minority political group on a WCA shall not be deemed to be made or authorised by the WCA.
- 10.3 Prior to the WDA making any announcement in relation to this Agreement, the WDA shall consult with the WCAs, and shall give due consideration to, such reasonable comments as are received.
- 10.4 Each Party shall actively promote the policies and objectives of the JWMB including those relating to recycling, waste minimisation and energy conservation insofar as such policies and objectives of the JWMB and shall support the WDA by co-ordinating and distributing advertising and publicity material. In particular, the Parties shall promote the key achievements and milestones of the PFI Contract.

9 Dispute Resolution

- 1.1 Any dispute or difference concerning this Agreement shall be first referred to a meeting of each of the Parties involved in the dispute. The Parties agree to discuss and, in good faith, attempt to resolve any such dispute or difference in accordance with a spirit of partnering.
- 1.2 In the event that the dispute or difference is not resolved within a reasonable period by the Parties in accordance with Clause 9.1, the dispute or difference shall be referred to a meeting of the chief officers of each of the Parties involved, who shall enter into good faith negotiations to attempt to resolve the matter.
- 9.2 In the event that the dispute or difference remains unresolved on the expiry of the period of 28 calendar days from the date of the referral under Clause 9.2 above, or such longer period as the Parties may agree, it shall be referred to a mediator nominated by the Chartered Institution of Water and Environmental Management ("CIWEM") or in the event that no mediator is nominated by CIWEM, nominated by the Law Society of England and Wales ("the **Mediator**").
- 1.3 The Parties shall use their reasonable endeavours to conclude the mediation within 40 Business Days of referral of the dispute to mediation.
- 1.4 The Mediator shall determine the rules and procedures by which the mediation shall be conducted, save that-

- (c) 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 calendar days or such other period as may be agreed by the Mediator before the mediation is to commence; and
 - (d) within 14 calendar 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.
- 9.6 The Parties shall each bear their own costs incurred in relation to any mediation and the Mediator shall be entitled to be paid his reasonable fees, which the Parties shall pay in equal shares.
- 9.7 Any dispute or difference which any legislation requires to be referred to a particular form of dispute resolution such as arbitration or adjudication shall be so referred in the event that mediation in accordance with this Clause 9 has failed to resolve.
- 9.8 No Party shall be entitled to commence litigation or arbitration procedures against any other Party in respect of any dispute or difference arising under or as a consequence of this Agreement unless and until the completion of the mediation in accordance with this Clause 9. Nothing in this Clause 17 (Dispute Resolution) shall prevent a Party at any time from seeking any interim or interlocutory relief from the courts.

10. Amendment of the Agreement

- 10.1 No amendment or variation to this Agreement shall be effective unless and until agreed in writing and signed by a representative of each Party authorised to do so.

11. Notices

- 11.1 No notice required to be served upon any of the Parties under this Agreement shall be valid or effective unless it is in writing and served either:
- (a) by delivering the notice by hand to that Party at the relevant address set out at the beginning of this Agreement or to such other 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
 - (b) by posting the notice in a pre paid envelope sent by recorded delivery and addressed to that Party at the relevant address set out at the beginning of this Agreement or such other address as that Party may notify the other Party in writing and the notice shall be deemed to have been duly served two days after the date of posting.

- (c) Where any notice is deemed served pursuant to this Clause 11 after 16.00hours on any day, the notice shall be deemed to have been served on the next Business Day.

12. Entire agreement

- 1.0 Except where otherwise expressly provided in this Agreement and save in the absence of fraud this Agreement constitutes the entire agreement between the Parties in connection with its subject matter and supersedes and replaces any and all other previous understandings, commitments or Agreements, oral or written, relating to the basis upon which this Agreement was entered into or relating to any contract award which may result from this Agreement.

13. Agency

- 13.1 Nothing in this Agreement shall constitute a legal partnership or agency between the Parties.

14. Assignment of Rights and Obligations

- 10.1 This Agreement is personal to the Parties and the rights and obligations arising under this Agreement shall not be assigned, novated or otherwise transferred to any person by any Party hereto other than as set out in this clause 14.
- 10.2 For the purposes of this clause 22, the rights and obligations of any Party arising under this Agreement may be assigned, novated or otherwise transferred as follows –
 - c) the WDA may at any time or times and for any period discharge its obligations through the PFI Service Provider under the PFI Contract or any related document or documents.
 - d) the WDA and the WCAs may assign, novate or otherwise transfer all or any of their rights and / or obligations arising under this Agreement to any successor body consequent upon a formal reorganisation of local government and / or to any organisation which substantially performs any of the relevant functions that previously had been performed by that Party under or pursuant to this Agreement.
- 10.3 In the event of any assignment, novation or other transfer in accordance with this clause 22, the Parties shall enter into such written agreement or agreements as may reasonably be required in order to give effect to such assignment, novation or transfer and in order to continue to achieve the purposes and objectives of this Agreement.

15. Waiver

- 15.1 Failure by any Party to enforce any right contained in or other provision of this Agreement or to require performance by any other Party of any obligation arising under this Agreement shall not constitute or be construed as being a

waiver of or as creating an estoppel in connection with any such right or obligation or other provision and shall not affect the validity of this Agreement or any part thereof.

16. Severance of Terms

16.1 If any term, condition or other provision of this Agreement 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 Agreement.

17. Rights of Third Parties

17.1 This Agreement does not confer upon any third party any rights or entitlements under the Contracts (Rights of Third Parties) Act 1999.

18. Governing Law and Jurisdiction

12.1 The formation, interpretation and operation of this Agreement will be subject to English Law and, subject to Clause 9 (Dispute Resolution) the Parties hereto submit irrevocably to the exclusive jurisdiction of the courts of England and Wales.

The Parties hereto have executed and delivered this Agreement as a deed on the date first appearing in this Agreement.

The Common Seal of)

Staffordshire County)

Council was hereto affixed)

in the presence of:)

----- Authorised Signatory

Name:

The Common Seal of)

Cannock Chase District)

Council was hereto affixed)

in the presence of:)

----- Authorised Signatory

Name:

The Common Seal of)

East Staffordshire Borough)

Council was hereto affixed)

in the presence of:)

----- Authorised Signatory

Name:

The Common Seal of)

Lichfield District)

Council was hereto affixed)

in the presence of:)

----- Authorised Signatory

Name:

The Common Seal of)

Newcastle Borough)

Council was hereto affixed)

in the presence of:)

----- Authorised Signatory

Name:

The Common Seal of)

Stafford Borough)

Council was hereto affixed)

in the presence of:)

----- Authorised Signatory

Name:

The Common Seal of)

Staffordshire Moorlands District)

Council was hereto affixed)

in the presence of:)

----- Authorised Signatory

Name:

The Common Seal of)

South Staffordshire District)

Council was hereto affixed)

in the presence of:)

----- Authorised Signatory

Name:

The Common Seal of)

Tamworth Borough)

Council was hereto affixed)

in the presence of:)

----- Authorised Signatory

Name:



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A guide to Staffordshire Waste Partnership

Who is SWP?

Staffordshire Waste Partnership (SWP) is an informal collaboration of the ten councils in Staffordshire and Stoke-on-Trent to work together on waste management issues. Staffordshire (excluding the city of Stoke-on-Trent) is a two tier administrative area comprising 8 district or borough councils and the County Council. The City of Stoke on Trent operates in a single tier administration.

SWP comprises;

- The Waste Collection Authorities of;
 - Cannock Chase District Council
 - East Staffordshire Borough Council
 - Lichfield District Council
 - Newcastle-under-Lyme Borough Council
 - South Staffordshire District Council
 - Stafford Borough Council
 - Staffordshire Moorlands District Council
 - Tamworth Borough Council
- The Waste Disposal Authority of Staffordshire County Council, and
- The Unitary authority of Stoke-on-Trent City Council.



The district and borough councils are Waste Collection Authorities (WCAs), meaning they are each responsible for the collection of Municipal Solid Waste (MSW) in their area. IN the two tier system, Staffordshire County Council then acts as the Waste Disposal Authority (WDA) for the entire county, meaning it is responsible for the management and disposal of the waste collected by the WCAs. Stoke-on-Trent is a Unitary Authority (UA), meaning it operates as both a WCA and WDA.

History

SWP was established in 2001 to provide a platform for collaborative working between the WCAs and WDA, to provide a consistent framework for waste management in the county through the production of a strategy, offer knowledge sharing opportunities, and to present efficiency savings with consortium agreements.

SWP is operated through collaborative working between Waste Managers from each authority. Between 2009 and 2012, the main role of SWP was to highlight awareness of waste issues within the communities of the county. In 2013, SWP changed focus to adapt to changing legislation by concentrating on the strategic development of SWP, through the management of key projects and facilitation of the required changes to meet the core objectives of this refreshed strategy. At this

point, a Partnership Manager was employed to ensure the forward projection of the collaboration due to a dedicated resource to facilitate the required works.

Governance

The Partnership is managed on a daily basis by the Partnership Manager, who acts as a central point of contact, a project manager for all collaborative projects, facilitates joint working opportunities and an impartial reference point for any internal concerns. The Partnership Manager reports into various collaborative meetings attended by all councils within the Partnership at differing levels of authority – principally Waste Officers meet every month at SWOG meetings (Staffordshire Waste Officers Group) and Members with Waste in their portfolio meet every 3 months at JWMB meetings (Joint Waste Management Board).

Examples of SWP works run by the Partnership Manager

- Facilitator/co-ordinator of projects and work streams (e.g. contract procurement, Joint Municipal Waste Management Strategy);
- Funding applications (e.g. WRAP/Ricardo consistency projects during 2016 and 2017 which resulted in ~£80k funding generated);
- Development of route maps for legally complex challenges (e.g. TEEP Route Map which was picked up by CIWM and income was generated for the Partnership through the delivery of workshops and the sale of the document itself);
- Modelling of future scenarios to inform partnership decision making (e.g. garden waste recycling credits);
- Co-ordinating fly tipping activity (e.g. liaison with other waste partnerships, EA, DEFRA etc);
- Technical research to support Partnership wide policy (e.g. waste and recycling guidance for housing developers, noise in glass collections);
- Developing specific activities to support the Partnership (e.g. waste composition analysis);
- Setting up templates and co-ordinating and reconciling statistical returns (e.g. National Indicator figures for JMWMB, annual service cost data);
- Co-ordinating joint communication activity;
- Liaising with external stakeholders to resolve contract disputes (e.g. engaging legal support for MRF contract);
- Convening and facilitating a range of meetings for partners (e.g. SWOG, TOG) including setting agendas, writing minutes and ensuring follow up tasks are completed;
- Developing pilot schemes accounting for changes to legislation and policy (e.g. NULBC bulky WEEE waste collection with Dixons Carphone);
- Establishing and facilitating the Transport Officers Group;
- Responding to national consultations where appropriate;
- Raising the profile of the Partnership (e.g. presenting at a number of conferences and workshops).

Joint Strategy

It is a legal requirement that all councils in the UK have a strategy to determine how they plan to manage their waste. SWP has a Joint Municipal Waste Management Strategy which was developed by all the councils and signed up to by Members. The current Joint Municipal Waste Management Strategy was written by consultants in 2007 and refreshed in-house in 2013, both ending in 2020.

The documents are available to download from the SWP website;

<http://www.staffordshirewastepartnership.org/project/waste-strategy/>

With a focus on disposal and related targets, the landscape of waste management has changed considerably in the last decade since the last strategy was written. As the strategy's term is ending soon, works are underway to draft a new document for the strategic development of SWP's waste management for the next 10 years, to 2030.

In addition, the councils are also required to have a planning document which focuses on the infrastructure and facilities required to deliver the waste management services. Within SWP, the Planning Teams from the County Council and City Council are responsible for the drafting of the Staffordshire and Stoke Joint Waste Local Plan 2010-2026 with 5 yearly review. The document is available to download at;

<https://www.staffordshire.gov.uk/environment/planning/policy/thedevelopmentplan/wastelocalplan/wasteLocalPlan>

Due to the timing of the introduction of the Government's Resource and Waste Strategy (RAWS), with lengthy consultations on Extended Producer Responsibility, a national Deposit Return Scheme, and consistency across the waste industry (particular focus on Local Authorities), SWP made the decision to postpone the writing of a new strategy in 2020, to await the legislative changes as a result of the above national strategy. Along with Brexit and then the global pandemic, the waste sector has seen much fluctuation in the 2020 / 21, and therefore notification was provided to DEFRA to inform them of the SWP decision to postpone the creation of our new strategy. It is expected that we will begin drafting a new strategy upon completion of the RAWS documentation in 2022.

SWP consultancy work

If a council within the Partnership plans to undertake a project singularly that they require assistance with, the council can hire the Partnership Manager for a set fee of £250 per day, subject to the approval by Officers and Members based on current SWP work load, instead of hiring an external consultant at a much greater rate who doesn't have the local knowledge. This arrangement has occurred mainly for councils requiring support for large waste contract procurements, such as Cannock Chase District Council's procurement for a waste collection contract in 2015 or Stafford Borough Council's procurement for a waste collection and processing contract in 2017. The funds go into a centrally held pot of money for the use of any future SWP projects, such as funding collaborative communications campaigns.

System review

In recent years, SWP has obtained funding for several impartial reviews conducted by consultants. In 2016 and 2017, Local Partnership (an arm of DEFRA) and Ricardo (a consultant, supported by WRAP) reviewed SWP waste services in great detail (reports available from your local Waste Officer). These reports highlighted that the works undertaken in recent years to improve our current arrangements have produced efficient systems with no substantial further efficiencies to make, as collection and disposal costs are very low compared to other authorities. The reports noted that the only way to improve the financial situation was to generate income, such as to implement a charge for the collection of garden waste (as this is a non-statutory service).

A short guide to the variety of waste systems operated in SWP

It is a legal requirement for Waste Collection Authorities (WCA) and Unitary Authorities (UA) to collect residual waste and dry recycling from the kerbside, and for the Waste Disposal Authority (WDA) and Unitary Authority (UA) to organise for the disposal of this waste. In many two tier systems, it is common for the WDA to delegate the powers of disposing of recyclable materials, such as dry recycling, garden and food wastes, to the WCA, for which the WCA then receives a recycling credit. As a Unitary Authority is its own WCA and WDA, no credit system is required here. This system applies to SWP. The WDA and UA are also responsible for the operation of the HWRC network (Household Waste Recycling Centre).

As SWP is an informal partnership, each council retains its own sovereignty and therefore has its own jurisdiction over how it chooses to operate its waste systems. The two tables below aim to provide a brief overview of the different systems operating across the partnership.

Overview of waste collection systems within SWP (as of January 2019)

Council	Status	Service provider	Residual waste	Dry recycling	Garden waste	Garden collection charges	Food waste	HWRC waste
Cannock Chase	WCA	Contracted out (Biffa)	Fortnightly	Alternate fortnightly Comingled – dual stream from Spring 2022	Fortnightly	No	In residual waste	As WCAs, districts and borough do not operate the HWRC network.
East Staffordshire	WCA	In-house	Fortnightly	Alternate fortnightly Two-stream (separate paper) – fibre separate from Spring 2022	Fortnightly	No	In residual waste	
Lichfield	WCA	In-house (Joint Waste Service)	Fortnightly	Alternate fortnightly Comingled – dual stream from Spring 2022	Fortnightly	From January 2018 - £36 p.a	In residual waste	
Tamworth	WCA		Fortnightly	Alternate fortnightly dual stream (fibre separate)	Fortnightly	From February 2019 - £36 p.a	Weekly separate	
Newcastle-under-Lyme	WCA	In-house	Fortnightly	Alternate fortnightly Comingled – dual stream from Spring 2022	Fortnightly	From June 2020 - £46	In residual waste	
South Staffordshire	WCA	Contracted out (Biffa)	Fortnightly	Alternate fortnightly Comingled – dual stream from Spring 2022	Fortnightly	From Jan 2021 - £36 p.a.	In residual waste	
Stafford	WCA	Contracted out (Veolia)	Fortnightly	Alternate fortnightly comingled	Fortnightly (includes food)	Legally cannot charge as food and garden mixed	Fortnightly mixed with garden	
Staffordshire Moorlands	WCA	Teckal* company AES (with High Peak and Cheshire East Councils)	Fortnightly					

Stoke-on-Trent	UA	In-house	Fortnightly	Alternate fortnightly Two-stream (Paper separate)	Fortnightly (includes food)	Winter charging from 2021	In residual waste	2 HWRC locations	
Staffordshire County	WDA	As the WDA, SCC does not collect waste from the kerbside like the WCAs and UA.							15 HWRC locations (to be brought in house in 2021)

*A Teckal company is a council owned private company who operates on behalf of the council with certain benefits (e.g. pensions)

Overview of waste disposal systems within SWP (as of January 2019)

Council	Status	Residual waste disposal contract	Dry recycling processing contracts	Garden waste processing contract	Food waste processing contract	Joint garden and food waste processing contract
Cannock Chase	WCA	As the WCAs, the districts and boroughs work with the WDA and UA for waste disposal.	Biffa MRF	Bloomfield Recycling	N/A	
East Staffordshire	WCA		Biffa MRF (Suez from April 2022)	Biffa IVC		
Lichfield	WCA		Biffa MRF	Biffa IVC		
Tamworth	WCA		Container mix to Biffa MRF (Veolia from April 2022) fibre to UPM	Veolia	Biffa	
Newcastle-under-Lyme	WCA			Veolia	N/A	
South Staffordshire	WCA		Biffa MRF	Mill Farm Recycling		
Stafford	WCA	Part of their collection contract with Veolia	Comingled – Via AES	N/A	Vital Earth	
Staffordshire Moorlands	WCA	Hanford Energy from Waste Plant	Regen MRF	N/A	Vital Earth	
Stoke-on-Trent	UA				N/A	