

Oxfordshire Waste Partnership

Food and Garden Waste Collection and Treatment

Agreement for the Provision of Services

1 Purpose and Aim

- 1.1 The Partner Authorities of the Oxfordshire Waste Partnership (OWP) and signatories to this Agreement are Cherwell District Council, Oxford City Council, Oxfordshire County Council, South Oxfordshire District Council, Vale of White Horse District Council, and West Oxfordshire District Council.
- 1.2 In this document
OCC means Oxfordshire County Council
OWP means Oxfordshire Waste Partnership
WDA means Waste Disposal Authority
WCA means Waste Collection Authority.
- 1.3 The Purpose of this Agreement is to secure commitment by the Partner Authorities of the OWP to support the fulfilment of Contractual obligations under the Food and Garden Waste Treatment Contract (the Contract) and as set out within this Agreement.
- 1.4 The Aim of the Contract is to provide facilities for the treatment of biodegradable municipal waste so as to divert waste from landfill and reduce potential liabilities incumbent upon the Waste Disposal Authority through the Landfill Allowance Trading Scheme (LATS).
- 1.5 This Agreement should be considered in conjunction with the OWP Joint Municipal Waste Management Strategy (JMWMS), OWP Partnership Agreement and New Financial Arrangements agreed by the OWP, which commit to the diversion of waste from landfill through the separate collection of certain waste streams by the WCAs and provision of treatment facilities where appropriate by the WDA.

2 Background

- 2.1 The development and agreement of Oxfordshire's JMWMS and its related Action Plans have resulted in agreement for:
- (i) OCC to procure treatment facilities for household food and garden waste, services to be available from 1 April 2009, and
 - (ii) the Oxfordshire District Councils to collect household food and/or garden waste separately from other household waste and deliver to agreed delivery points.
- 2.2 At the time of the drafting of this Agreement (Dec 2008), a Preferred Bidder has been appointed by OCC. A county wide solution is proposed whereby the Preferred Bidder will provide a facility at Ardley, near Bicester for the acceptance and processing of food waste and commingled food and garden waste. Two facilities for the acceptance and processing of food waste will be provided at Cassington and, subject to planning approval, Crowmarsh Gifford. Planning permission for the facilities at Ardley and Cassington was granted in November 2008.
- 2.3 The Contract commits OCC to providing the successful Contractor with a minimum tonnage of waste. The minimum tonnage tendered by the Preferred Bidder is set out in Annex 1 herein. The minimum tonnage commitment is phased to incorporate the introduction of collection schemes at different times within each WCA in line with the indicative tonnages submitted as part of the procurement process and set out in Annex 2 herein.
- 2.4 Failure to deliver minimum tonnages has financial implications:
- (i) a standard gate fee will apply to normal tonnage delivered to the contractor(s) but a "shortfall" rate of £35.38 per tonne (altered by inflation annually) will be applied for every tonne of food waste under-delivered;
 - (ii) a "shortfall" rate of £34.90 per tonne (altered by inflation annually) will be applied for every tonne of commingled food and green waste under-delivered;
 - (iii) OCC's disposal costs and LATS liability may also be increased if reduced quantities of waste are delivered for treatment.
- 2.5 Levels of contamination must be kept below 5% per load in order for treatment processes to operate effectively and to produce products of sufficient quality to market and to comply with the Contract's requirements on product compost quality standards. Contamination of input waste will lead to:
- (i) waste being rejected, with associated sorting and disposal costs falling to OCC; and
 - (ii) implications for LATS liability.
- 2.6 Contamination means any item that is not Approved Waste. Approved Waste is defined as any combination of catering waste, former foodstuff, garden waste, household garden waste, household food waste, commercial and industrial food waste garden, park and other horticultural waste. However, for the avoidance of doubt the following materials will be considered contamination:

- Plastic carrier bags and plastic bin liners
- Food packaging (and packaged food)
- Crockery, cutlery and glassware.

3 Waste Disposal Authority Commitment

3.1 Through this Agreement Oxfordshire County Council is committed to

- (i) procuring facilities to ensure the treatment of up to 50,000 tonnes per annum of biodegradable waste, through the tendering and contracting of the Food and Garden Waste Treatment Contract;
- (ii) the commencement of the Contract from 1 April 2009;
- (iii) the period of the Contract being fifteen (15) years, with potential for a five (5) year extension;
- (iv) making all reasonable endeavours to ensure that the facilities procured under the Contract are accessible to each WCA.

3.2 Oxfordshire County Council is also committed to considering claims from the WCAs for reasonable additional expenses that may be incurred by the WCAs in respect of waste collection vehicles needing to travel beyond their respective administrative boundaries (referred to as “excess mileage”) in order to deliver waste to waste transfer stations and/or waste treatment facilities.

4 Waste Collection Authority Commitment

4.1 Through this agreement WCAs commit to:

- i. Operate a collection service whereby food waste is collected separately from refuse;
- ii. Begin collecting food waste separately from refuse by the dates set out in section 6 herein so that the minimum tonnage requirements as set out in annex 1 are met for each year of the Contract;
- iii. Develop and keep in place sufficient measures, such as communications campaigns and enforcement actions, so as to ensure that all reasonable endeavours are made to keep waste delivered by them for processing under the Contract free from contamination;
- iv. Deliver food waste collected separately from refuse to the locations specified by the WDA;
- v. Make all reasonable endeavours so as to ensure that separately collected food waste is delivered by them in the quantities indicated in annex 1 herein, so as to avoid wherever possible the necessity for the WDA to make “short fall” payments under the Contract;
- vi. Keeping in place a collection service for food waste for the duration of the Contract (as may be extended) or until any other date as may be agreed by the Partner Authorities.

5 Joint Commitment

- 5.1 The Partner Authorities shall commit to undertake jointly programmes of customer education, campaigning and any other communications that may be agreed as necessary or beneficial for the successful implementation and operation of schemes for the collection and treatment of food and/or garden waste collected separately from refuse.
- 5.2 The Partner Authorities shall commit to a process of prior consultation and liaison through the OWP when an individual Partner Authority is considering any changes of policy or practice on waste management issues that might have an impact upon the Contract or affect the Partner Authorities' ability to meet their commitments under this Agreement.
- 5.3 As part of the regular five (5) year review of the JMWMS, the OWP shall undertake a formal review of progress of the Contract and related WCA collection schemes. Additionally, as part of the regular review of the New Financial Arrangements, the OWP shall undertake an annual review of tonnages of food waste forecast to be delivered by WCAs. These commitments shall not preclude any interim review or discussion that may, through the OWP, be deemed necessary at any time to maintain the successful implementation of the JMWMS.

6 Timescales

- 6.1 The table below provides planned timescales in respect of the implementation of the Food and Garden Waste Treatment Scheme:

The Contract decision on successful Contractor(s)	December 2008
Service commencement date	April 2009
Availability of interim treatment arrangements	April 2009
Opening of Ardley treatment facility	October 2009
Opening of Cassington treatment facility	December 2009
Opening of Crowmarsh Gifford treatment facility	[to be confirmed]
Commence roll out of food waste collections in Cherwell	October 2009
Commence roll out of food waste collections in Oxford City	[to be confirmed]
Commence roll out of food waste collections in South Oxfordshire	June 2009
Commence roll out of food waste collections in Vale of White Horse	October 2010
Commence roll out of food waste collections in West Oxfordshire	October 2010

7 Agreement

- 7.1 Each Partner Authority agrees to and is committed to delivering the services and fulfilling their own specified requirements in order to achieve the agreed Aim set out in paragraph 1.4 above and to facilitate compliance with OCC's obligations under the Contract.
- 7.2 Nothing in this Agreement shall prevent an authority from proposing to exceed their minimum service delivery requirements, and seeking agreement through the OWP to so do.
- 7.3 Nothing in this agreement shall prevent any Partner Authority from making additional arrangements either for the collection, delivery or treatment of waste so long as commitments under this Agreement and Contract are in no way compromised.

This Agreement agreed and signed by and on behalf of:

Authority	Signature	Name	Date
Cherwell District Council			
Oxford City Council			
Oxfordshire County Council			
South Oxfordshire District Council			
Vale of White Horse District Council			
West Oxfordshire District Council			

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Date: 03/12/2008

Annex1 Minimum and Maximum tonnage requirements

Table 1: Minimum tonnages

	2009/10	2010/11	2011/12	2012/13	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24
Separate food (City, SODC, Vale, West)	2,700	8,096	12,680	13,326	13,970	14,616	14,786	14,971	15,168	15,344	15,532	15,726	15,922	16,122	16,324
Commingled food & garden (Cherwell & part Oxford City)	12,900	18,333	23,667	23,638	23,879	24,123	24,365	24,597	24,831	25,065	25,301	25,617	25,937	26,621	26,589
Total	15,600	26,429	36,347	36,963	37,849	38,739	39,151	39,569	39,998	40,409	40,833	41,343	41,859	42,743	42,913

Table 2: Maximum tonnages

	All years
Separate food	80,000
Commingled food & garden	40,000
Total	120,000

Annex 2: Estimated tonnage arisings by WCA

Cherwell

	2009/10	2010/11	2011/12	2012/13	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20
Garden Waste	13,500	13,500	13,750	13,750	13,750	13,750	14,000	14,000	14,000	14,000	14,000
Food Waste	2,500	3,861	4,307	4,221	4,406	4,592	4,527	4,701	4,875	5,050	5,226
Total	16,000	17,361	18,057	17,971	18,156	18,342	18,527	18,701	18,875	19,050	19,226

City

	2009/10	2010/11	2011/12	2012/13	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20
Garden Waste	3500	3535	3570	3606	3642	3679	3715	3752	3790	3828	3866
Food Waste (collected with Garden Waste)	2000	2020	2040.2	2060.602	2081.208	2102.0201	2123.04	2144.2707	2165.7134	2187.3705	2209.2443
Food Waste (collected separately)	2,000	2,020	2,040	2,061	2,081	2,102	2,123	2,144	2,166	2,187	2,209
Total	7,500	7,575	7,650	7,727	7,804	7,883	7,961	8,041	8,121	8,203	8,284

South

	2009/10	2010/11	2011/12	2012/13	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20
Garden Waste	5,600	5,628	5,656	5,684	5,713	5,741	5,770	5,799	5,828	5,857	5,886
Food Waste	2,000	2,500	3,000	3,500	4,000	4,500	4,523	4,545	4,568	4,591	4,614
Total	7,600	8,128	8,656	9,184	9,713	10,241	10,293	10,344	10,396	10,448	10,500

Vale

	2009/10	2010/11	2011/12	2012/13	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20
Garden Waste	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Food Waste	500	2,000	4,000	4,085	4,169	4,254	4,340	4,442	4,554	4,646	4,749
Total	5,500	7,000	9,000	9,085	9,169	9,254	9,340	9,442	9,544	9,646	9,749

West

	2009/10	2010/11	2011/12	2012/13	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20
Garden Waste	3,204	5,000	10,469	10,577	10,684	10,792	10,900	10,980	11,060	11,139	11,220
Food Waste	0	1,000	3,640	3,680	3,720	3,760	3,800	3,840	3,880	3,920	3,960
Total	3,204	6,000	14,109	14,257	14,404	14,552	14,700	14,820	14,940	15,059	15,180